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PROTECTIVE COVENANTS FOR  
DOUBLE OAK ESTATES

WHEREAS, the undersigned owner, EBSCO Investment Services, Inc., a Delaware corporation, is desirous of establishing covenants, restrictions, and limitations applicable to all property owned by the undersigned and described in Exhibit "A" attached hereto and incorporated herein by reference,

NOW THEREFORE, the undersigned does hereby adopt the following restrictions and limitations:

1. Said property shall be used for residential purposes only. Only one single family dwelling may be erected on each parcel of property, and occupied by a single family only.

2. No more than one outbuilding such as barn or stable, except for well or pump house shall be erected.

3. No building may be erected closer than 100 feet from the front property line, or closer than 35 feet from any side line, or back property line.

4. No house shall be constructed of less than 2000 total square feet. The first floor area of the main dwelling, exclusive of one-story open porches and garages, shall be not less than 2000 square feet in the case of a one-story structure, nor less than 1600 square feet in the case of a one and one-half, two, or two and one-half story structure.

5. No outbuildings shall be erected except for the personal use of the property owner.

6. No fences or walls above the grade of the property may be erected, nor growing hedges planted and maintained on said property nearer than 50 feet from the front property line.

7. All septic tanks must be of an approved kind, such tanks together with adequate field lines must be completely acceptable to the Shelby County Health Department. No septic tank or field line shall be constructed within 50 feet of an adjoining property line. No sewer or drainage line shall be constructed or laid which shall empty on or become a nuisance to the adjoining property.

8. Each lot owner shall be responsible for his own water supply by drilling and installing a well and pump inspected and acceptable to the Shelby County Health Department.

9. No property may be subdivided or reduced in size by voluntary alienation, judicial sale or other proceedings, except at the discretion and with the written approval of the owners of the adjoining property subject to these restrictions, their successors or assigns.

10. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot for any commercial or animal shelter purposes. No more than two horses for family purposes may be kept on a single lot. All fencing and any barn erected may not be erected closer than 150 feet from the front property line.

11. Exposed exterior walls composed of the following materials shall be prohibited from this subdivision: concrete unfinished block materials, asbestos shingles, sheetrock, and imitation asphalt brick.

This Instrument Prepared By:

JOHN H. BREWER, Attorney at Law  
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BIRMINGHAM, ALABAMA 35203  
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12. No trailer, basement without finished superstructure, tent, or any temporary structures, shall at any time be used as a residence, temporarily or permanently.

13. No boat, camper, trailer or other vehicle of similar nature shall be parked on any property nearer the front of the property than the rearmost portion of any dwelling house. No unusable vehicle shall be allowed to be stored on any property.

14. No carport, attached garage or automobile entrance to any basement area shall be erected in connection with any dwelling house, unless the entrance to the same is from the rear or side rather than the front of the house.

15. No residential structures shall be moved onto any property.

16. After start of construction of any superstructure, said superstructure shall be completed within 180 days.

17. It is understood and agreed that said conditions, limitations and restrictions shall attach to and run with the land for a period of 15 years from 1983, at which time said restrictions and limitations shall be automatically extended for successive periods of five years, unless by a vote of a majority of the then owners of the adjoining property agree in writing to change said restrictions and limitations in whole or in part.

18. If any party shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person, or persons, owning adjoining property to prosecute any proceedings at law or in equity against the person violating or attempting to violate any such covenant, and either prevent him from doing so or to recover damages or other dues from such violations. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

19. All of the said restrictions and limitations shall constitute covenants running with the land and all of the deeds hereafter made conveying said property shall be made subject to the restrictions hereinabove set out.

20. The road known as "Double Oak Way" from Shelby County Hwy. 41 shown on the plat of Double Oak Estates as recorded in Map Book 8, Page 129 in the Probate Office of Shelby County, Alabama, which map describes Lots 1 through 5 to which these covenants apply, is a private road over which Shelby County has no jurisdiction nor obligation to maintain, rebuild or repair.

21. No building structure, driveway, walkway, landscaping, fence or other improvement shall be erected, placed or altered on any lot in the subdivision until construction plans and specifications, and a plan showing the location of the structure and all other improvements on the lot has been approved in writing by the architectural control committee.

22. An architectural control committee of Elton B. Stephens, Jr., John H. Brewer and Maurice Humphries shall have the right to approve or disapprove all buildings and structures, including the location of the same and the location of driveways, walkways, landscaping, fences and any and all other improvements to be erected on any of said lots. In the event of the death or resignation of any of the above-named members, the remaining member, or members shall have authority to designate a successor to such member.

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23. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

24. In the event the architectural control committee fails to approve or disapprove the plans for erecting any buildings, structures, walks, landscaping, driveways or other improvements on any of said lots within 30 days after plans and specifications have been submitted to them, or in any event, if no suit to enjoin the construction has been commenced prior to completion thereof, approval shall not be required and these covenants shall be deemed to have been fully complied with.

25. If any person shall violate or attempt to violate any of the covenants and restrictions contained herein, it shall be lawful for any other person or persons owning any of the lots in said subdivision to prosecute any proceedings at law or in equity, against the person or persons violating or attempting to violate any such covenants and restrictions and either to prevent him or them from doing so again or to recover any damages for such violation. It being understood that this right extends not only to the present owners of said subdivision lots but also to any future lot owners.

26. The architectural control committee reserves the right to modify, waive, release and/or void said building limitations and restrictions.

IN WITNESS WHEREOF, EBSCO Investment Services, Inc. has caused these presents to be executed by its duly authorized corporate officer this 26<sup>th</sup> day of August, 1983

EBSCO Investment Services, Inc.

By [Signature]  
Its Vice President

STATE OF ALABAMA )

SHELBY COUNTY )

I, the undersigned authority, in and for said County, in said State, hereby certify that Elton B. Stephens, Jr. whose name as Vice President of EBSCO Investment Services, Inc., a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 26<sup>th</sup> day of August, 1983.

[Signature]  
Notary Public

EXHIBIT "A" TO PROTECTIVE COVENANTS  
FOR DOUBLE OAK ESTATES

Lots 1, 2, 3, 4, and 5 according to the survey of Double  
Oak Estates, First Sector, as recorded in Map Book 8, Page  
129, in the Probate Office of Shelby County, Alabama.

BOOK 52 PAGE 325

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
DOCUMENT WAS FILED

1983 AUG 29 AM 8:27

*Thomas A. Shanderson, Jr.*  
JUDGE OF PROBATE

Rec. 600  
Ind 100  
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