

STATE OF ALABAMA

592

SHELBY COUNTY

RESTRICTIONS APPLYING TO PINEYWOOD FOREST SUBDIVISION
ACCORDING TO THE MAP THEREOF RECORDED IN THE OFFICE
OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA
IN MAP BOOK 9, PAGE 121

WHEREAS, Wine Ridge Development Co., Inc., a corporation, is the owner of certain property known as Pineywood Forest Subdivision, according to the map recorded in the Judge of Probate Office in Shelby County, Alabama, in Map Book 9, Page 121, and in that said corporation is desirous of placing certain restrictions as to the use and enjoyment of the lots and parcels of land contained in the said map hereinabove referred to for the protection and benefit of the purchasers of the lots or tracts of land contained in the said maps;

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NOW, THEREFORE, in consideration of the benefits to the said seller and for the benefits to future purchasers of the said lots and tracts of land, the undersigned developer, Wine Ridge Development Co., Inc., a corporation, does hereby file the following protective covenants, the said covenants to run with the land and to be binding on all parties and persons claiming thereunder for a period of twenty-five (25) years from the date hereof, said covenants to automatically renew for successive ten (10) year periods unless a vote of the majority of the land owners of the lots or tracts agree to modify or change the said covenants in whole or in part. The said covenants and restrictions are hereby set forth as follows:

A. All lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single-family dwelling not to exceed two stories in height (excluding a basement) and a private garage for not more than two cars, and other outbuildings incidental to residential use.

Land Title

B. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. This would include dog kennels, stables and chicken houses, etc.

C. No trailer, basement, tent, shack, garage, barn, or other building shall at any time be used as a residence temporarily or permanently, nor shall any structure of temporary character be used as a residence.

D. Dwelling Quality and Size - Ground floor area of the main structure of one story, exclusive of porches and garages, shall not be less than 1500 square feet for a one story dwelling and no less than 800 square feet for a dwelling of two stories (per story).

E. An easement is reserved over lots for necessary utility installation and maintenance, as shown on said survey.

F. Building Location - No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than forty (40) feet to the front lot line, or nearer than forty (40) feet to any side street line. Each building must have a minimum of ten (10) feet side yards to any interior lot lines.

Wine Ridge Development Co., Inc., a corporation, reserves unto itself the right to change or alter said restrictions as they may apply to any particular lot so as to permit the construction and location thereon of proper approved residences in line with the general construction plan authorized in said subdivision. This reservation to be valid for the period of two (2) years from the date of these restrictions and the variations to be authorized shall be placed of record as an approved variation.

G. Enforcement - Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

H. Severability - Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, Win Ridge Development Co., Inc., a corporation, has caused these presents to be executed in its name and behalf by Steven E. Chambers, its President, and attested by Rose Mary Chambers, its Secretary, who are thereto duly authorized, on this the 4th day of December, 1985.

WINE RIDGE DEVELOPMENT CO., INC.

ATTEST:

Secretary

By Steven E. Chambers
Its President

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

1985 DEC -9 PM 3:50

Thomas A. Shoultz, Jr.
JUDGE OF PROBATE

7.50
1.00
8.50

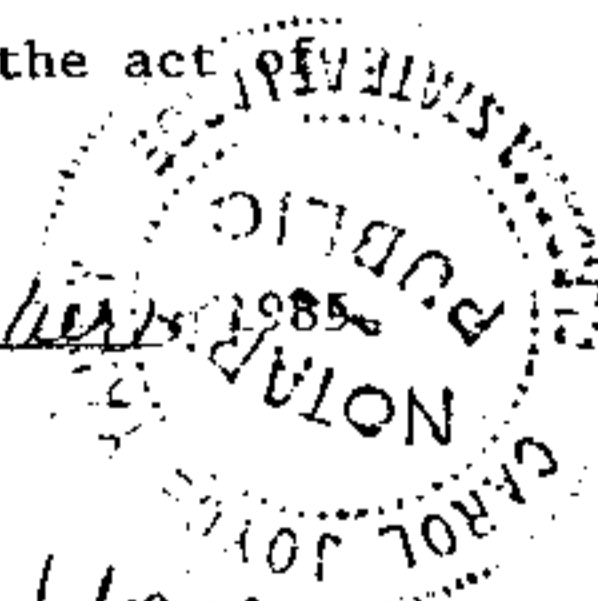
STATE OF ALABAMA

SHELBY COUNTY

I, the undersigned, a Notary Public, in and for said county in said state, hereby certify that Steven E. Chambers, whose name as President of Wine Ridge Development Co., Inc., a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, 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 seal this 5th day of December, 1985

Carol Joyce Yancy
Notary Public



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