

1534

PROTECTIVE COVENANTS

STATE OF ALABAMA )  
SHELBY, COUNTY )

WHEREAS, the undersigned EnMAR Corporation is the owner of all the lots located in the survey of Olde Towne Forest Subdivision first addition, as recorded in map volume 9, pages 133 and respectively, in the office of the Judge of Probate, Shelby County, Alabama. Situated in the N.W.  $\frac{1}{4}$  of S.W.  $\frac{1}{4}$ , Section 35, Township 20, South, Range 3 West, Shelby County, Alabama.

WHEREAS, the undersigned desires to subject said property and each lot located in said survey to the conditions, limitations for said survey, to wit:

That said property and each lot located in said survey shall be and the same are hereby subject to the following conditions, limitations, and restrictions.

BOOK 057 PAGE 939 If the parties hereto, or any of them, or their heirs, or their assignees shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

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

(a) All lots in the tract shall be known and described as residential lots for single family and duplex dwellings. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than a duplex or single family dwelling not to exceed two and one-half stories, or 35 feet in height and a private garage for not more than four cars, and other out buildings incidental to and necessary for proper residential use of the lot.

(b) 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 35 feet to the front lot line or nearer than 5 feet to an interior lot line for a residence, except that a three-foot minimum side yard shall be required for a garage or other permitted accessory building. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building provided, however, this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

(c) 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.

(d) No trailer, tent, shack, garage, barn or other outbuildings erected in the tract shall, at any time, be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(e) The first floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1400 square feet in the case of a one-story structure, not less than 700 square feet in the case of a one-half, two or two and one-half story structure.

(f) No fence, wall or hedge row shall be placed or permitted to remain on any corner lot which extends or exists beyond or over the minimum setback line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient dimensions to prevent obstruction of such sight lines.

Jim Elliott  
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Alabaster 35007

- (g) No fence shall be permitted forward of the rear of corner of any building.
- (h) No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than six square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
- (i) No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
- (j) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.
- (k) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- (l) No non-operable vehicles of any kind shall be parked on or off any lots nor shall they be permitted to remain in the drives or streets within this subdivision.
- (m) No school buses or other public conveyances shall be permitted to remain parked overnight in streets, drives or on any lot.
- (n) These covenants and restrictions shall run with the land and shall be binding upon the undersigned, his heirs, successors and assigns for a period of thirty-five (35) years from the date hereof. The invalidation of any one of the foregoing covenants and restrictions shall in no way affect any other provision or restrictions contained therein.
- (o) Enforcement of these covenants and restrictions shall be by proceeding in law or equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
- (p) No building shall be erected, placed or altered on any lot until the construction plans and specifications, and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.
- (q) The Architectural Control Committee is composed of Roger Massey and Jim Elliott, and Steve Whittle. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to the covenant. At any time, the then recorded owners of a majority of the lots shall have the power, through a duly recorded instrument, to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.
- (r) The committee's approval or a disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

IN WITNESS WHEREOF, the undersigned EnMAR Corporation has hereunto set its hand and seal on this 20th day of Jan, 1986

EnMAR Corporation

BY: Jan W. Elliott (Seal)

STATE OF ALABAMA )

SHELBY, COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Roger Massey whose named as President of EnMaR 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 said 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 official seal this 20th day of January 1986

Carol Joyce Hancy  
Notary Public

BOOK 057 PAGE 941

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

1986 JAN 20 PM 2:04

Thomas A. Shoultz, Jr.  
JUDGE OF PROBATE

RECORDING FEES	
Recording Fee	\$ <u>7.50</u>
Index Fee	<u>1.00</u>
TOTAL	\$ <u>8.50</u>