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RESTRICTIVE COVENANTS APPLICABLE

TO

INDIAN FOREST ESTATES

&

RARIC ESTATES

(A) The following restrictions and reservations shall be applicable to the subdivision know as Indian Forest Estates as developed by V. E. McClurkin, T. L. Ogletree, W. F. Ponder and J. A. Speegle, owners of all the lots in the survey of Indian Forest Estates as recorded in Map Book 5 Page 134 in the Probate Office of Shelby County, Alabama.

(B) These restrictions shall apply to all of the lots in the survey of Indian Forest Estates as follows:

Lots 1 thru 7 inclusive, Block 1  
Lots 8 thru 11 inclusive, Block 2  
Lots 12 thru 24 inclusive, Block 3

(C) RESIDENCE USE AND BUILDING TYPE. No lots shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and private garage for not more than three cars.

(D) ARCHITECTURAL CONTROL. 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. Approval shall be as provided in Part P.

(E) DWELLING COST, QUALITY AND SIZE. No dwelling that does not meet the following minimum square footages of finished livable area exclusive of open or enclosed porches, patios, decks or garages shall be permitted on any lot.

One Story Residence	- - - - -	1800 sq. ft.
One And One-Half Story Residence	- - - - -	2000 sq. ft.
Two Story Residence	- - - - -	2300 sq. ft.

✓ RICK RAY  
5353-NEW HOPE MTN. RD.  
HELENA AL. 35080

(F) BUILDING LOCATION. No residence shall be located on any lot nearer than the min. set back shown on final plat, nor nearer than 50 feet to the side street line. No residence shall be located nearer than 20 feet to one interior lot line and 20 feet to the other lot line. No dwelling shall be located on any lot nearer than 50 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 a dwelling, provided however that this shall not be construed to permit any portion of a building on a building on a lot to encroach upon another lot.

(G) LOT AREA AND WIDTH. No dwelling shall be erected on any lot having a width of less than 100 feet at the actual (not minimum) building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 30,000 square feet exclusive of easements and right-of-ways.

(H) EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

(I) NUISANCES. No noxious or offensive activity shall be carried on upon any residential lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(J) TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

(K) SIGNS. 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 five 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.

(L) OIL AND MINING OPERATIONS. No oil drilling, oil development operations, 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 structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

(M) **LIVESTOCK AND POULTRY.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any residential lot, except as follows:

- 1) One horse may be kept on any two acre or larger lot provided they are not kept, bred, or maintained for any commercial purpose.
- 2) Dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

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(N) **GARBAGE AND REFUSE DISPOSAL.** 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.

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(O) **SIGHT DISTANCE AT INTERSECTIONS.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

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(P) **ARCHITECTURAL CONTROL COMMITTEE.** The architectural control committee is composed of Van McClurkin, Terry L. Ogletree, William F. Ponder, and Alan Speegle, all being property owners in Indian Forest Estates. A majority of the committee may designate a representative to act for it. In the event of the 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 this covenant.

(Q) **PROCEDURE.** The Committee's approval or 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 the related covenants shall be deemed to have been fully complied with.

(R) TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

(S) ENFORCEMENT. Enforcement shall be by proceedings 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.

(T) SEVERABILITY. 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.

(U) Architectural control committee retains the authority to make exceptions to specific details within these covenants when violations occur if the intent of the covenants, as determined by the committee, is fulfilled.

(V) A plot plan of each lot, prepared to scale and showing the position of the dwelling on the lot; the proposed location of septic tank and disposal field; the water lines serving the lot; other pertinent structures on the lot; and the location of septic tanks and disposal fields of abutting lots; shall be submitted to the Shelby County Health Department for approval prior to beginning construction of dwelling.

These covenants are subscribed to on this 1 day of March 1973

State of Alabama  
Shelby County

I, Adell I. Edmondson, a Notary Public in and for said state and county, hereby certify that William F. Ponder and T. L. Ogletree, whose names as representatives of Indian Forest Development Company, signed the foregoing Subdivision Restrictions on the date the same bears date. They being fully informed of the contents signed the foregoing Subdivision Restrictions voluntarily.

Signed this 1st day of February, 1974.

William F. Ponder  
T. L. Ogletree

Given under my hand and seal this  
1st day of February, 1974.

Adell I. Edmondson

List of Purchasers

- 1) V. E. McClurkin  
Indian Woods Apts.  
Apt. 11, Rt. 1  
Helena, Alabama 35080
- 2) T. L. Ogletree  
417 Argonn Drive  
Birmingham, Alabama 35215
- 3) W. F. Ponder  
1208 Pine Tree Drive  
Birmingham, Alabama 35235
- 4) J. A. Speegle  
109 38th Avenue, N. E.  
Birmingham, Alabama 35215

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# List of Adjacent Property Owners

- 1) V. H. Huey  
1750 Mayfair Drive  
Birmingham, Al. 35209
- 2) Emily P. Jones  
4335 Wilderness Road  
Birmingham, Al. 35213
- 3) Herman C. Evelyn P. Quinn  
3209 Steiner Avenue, S. W.  
Birmingham, Al. 35211
- 4) A. Neel & Clair E. Smith  
Rt. 13, Box 527  
Birmingham, Al. 35243
- 5) Owen & Virginia DeShazo  
Rt. 13, Box 495  
Birmingham, Al. 35216
- John & Jane Lindquist  
2701 Acton Road  
Birmingham, Al. 35243

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
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*Conrad P. Brundage*  
JUDGE OF PROBATE

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STATE OF ALA. SHELBY CO.  
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INSTRUMENT WAS FILED

1986 FEB 13 AM 11:16

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

I CERTIFY THIS TO BE A TRUE AND  
CORRECT COPY.

*Thomas A. Brundage, Jr.*  
Probate Judge Shelby County

2-13-86