

1028

RESTRICTIONS APPLYING TO BROOKHAVEN SECTION 1  
ACCORDING TO THE MAP THEREOF RECORDED IN THE OFFICE  
OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA  
IN MAP BOOK 10, PAGE 24

WHEREAS, Six Builders Properties, a general partnership, is the owner of certain property known as Brookhaven Sector 1 according to the map recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Map Book 10, Page 24, and in that said partnership 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:

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, Six Builders Properties, a general partnership, 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

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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 a 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.

B. No building shall be erected, placed or altered on any residential building plat in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation by an officer or representative duly appointed for such purpose by Six Builders Properties.

No fences or permanent structures including but not limited to chain link fences, walls or other structures shall be placed on the front yard of any lot, the front yard being that portion of the lot between the exterior front wall of the residence constructed thereon and the street which the said residence faces, unless same is approved by a partner of Six Builders Properties, a general partnership, or its designated representative. In the event a partner of

said development company, or its designated representative, fails to approve or disapprove such design and location within ten (10) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been previously commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. The right to approve such plans may be terminated by the partners of Six Builders Properties, a general partnership, at any time the said partnership shall own a minimum of ten percent (10%) of the lots and tracts in the said subdivision; otherwise such right shall cease ten (10) years from the date hereof. Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded, appointing a representative or representatives, who thereafter exercise the same powers previously exercised by said entity.

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. This would include dog kennels, stables and chicken houses, etc.

D. 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.

E. Dwelling Quaity and Size - No structure shall be less than 1,500 square feet of finished living space exclusive of porches and garages. The minimum liveable (heated and cooled) area for each dwelling shall be 1,500 square feet for dwellings of one story; 1,200 square feet on the main level for dwellings of one and one-half stories and 900 square feet per floor for two story dwellings. Rooms on the basement level will not be included in the above totals. All foundations of the homes shall have a brick facing and all exterior windows must be of a wood construcion.

F. An easement is reserved over lots for necessary utility installation and maintenance, as shown on said survey and final plat map as recorded.

G. Building Location and Landscaping - 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 thirty-five (35) feet to the front lot line, or nearer than thirty-five (35) feet to any side street line. Each building must have a minimum of ten (10) feet side yards to any interior lot lines. All residences must have at least Three-Hundred-Sixty (360) square yards of landscaped front yard. Rear yards may be seeded or left in their natural

state.

Six Builders Properties, a general partnership, 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 shall 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.

H. 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 any violation or recover damages.

I. 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.

IN WITNESS WHEREOF, SIX BUILDERS PROPERTIES, a general partnership, has caused these presents to be executed in its name and behalf by JAMES D. HATHAWAY, General Partner, and attested by Charles W. Ashby, who are thereto duly authorized, on this the 13 day of August, 1986.

Attest:

Charles W. Ashby  
GENERAL PARTNER

Six Builders Properties

[Signature]  
GENERAL PARTNER

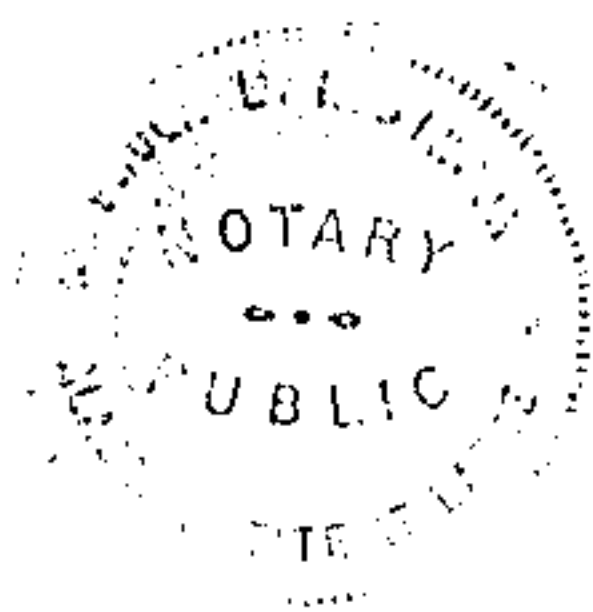
STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that JAMES D NOTION, whose name as General Partner of Six Builders Properties, a general partnership, 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 partner, and with full authority, executed the same voluntarily for and as the act of said partnership, this the 13 day of August, 1986.

Paula L. Robinson  
NOTARY PUBLIC

My commission expires: My Commission Expires Aug. 20, 1989



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

1986 AUG 14 PM 3:56

Thomas A. Shouse, Jr.  
JUDGE OF PROBATE

RECORDING FEES

Recording Fee	\$ <u>15.00</u>
Index Fee	<u>1.00</u>
TOTAL	\$ <u>16.00</u>

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