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STATE OF ALABAMA     )  
SHELBY COUNTY         )

RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants is made and entered into on this 31<sup>st</sup> day of August 1987 by Gibson-Anderson-Evins, Inc., an Alabama corporation, hereinafter referred to as "Declarant."

W I T N E S S E T H:

Declarant is the owner of certain of the lots in Saddle Run, the map or plat of which is recorded in Map Book 11 at page 28 in the Office of the Judge of Probate of Shelby County, Alabama, and has the contractual right to purchase all of the lots of said subdivision (sometimes hereinafter referred to collectively as the "Property" and sometimes individually as the "Lots"). Declarant has determined to impose certain covenants and conditions upon the Property (whether now or hereafter acquired by Declarant) which shall be binding upon the Property and the subsequent owners and occupants thereof. The purpose of this instrument is to more particularly set forth said covenants.

NOW, THEREFORE, Declarant hereby covenants and declares that the Property shall from henceforth be subject to the declarations, covenants, restrictions and conditions, as follows:

CHARLES A. J. BEAVERS  
BRADLEY, ARANT, ROSE & WHITE  
1403 Park Place Tower  
Birmingham, Alabama 35203

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1. Detached Residential Use. Each Lot located within the Property shall be restricted to detached single-family residential use. No Lot or combination of Lots may be used for townhouses, condominiums or other forms of attached dwellings.

2. No Subdivision. No Lots located within the Property may be further subdivided nor the lines between the Lots relocated unless the prior written consent of Declarant is first had and obtained.

3. Architectural Control Committee. Declarant hereby establishes an Architectural Control Committee (hereinafter the "Committee"). The Committee shall be initially composed of three (3) members, each of whom shall be appointed by the Declarant. The membership of the Committee shall be controlled by the Declarant until the expiration of one (1) year after the date on which Declarant has conveyed all of the Lots. Until said time, any member of the Committee may be removed and replaced at the discretion of Declarant. Subsequent to said time, the membership of the Committee shall be determined by the owners of a majority of the Lots.

4. Approval of Plans and Specifications. No improvements, including, but not limited to, buildings, fencing, driveways, parking facilities, signs, mail boxes, lighting facilities, sidewalks and landscaping, shall be constructed or altered, on any portion of the Property, until the architectural design and the plans and specifications therefor, including, but not limited to, the color, size, location, construction materials and design,

have been submitted to and approved in writing by the Committee. No trees or other vegetation shall be removed or altered in any manner, no dirt shall be moved or removed, nor shall the topography in any manner be altered with respect to any portion of the Property without the prior written approval of the Committee. Upon the completion of the construction of any such improvements, the exterior appearance of same may not be altered, whether by change in color, size or otherwise, until any such alteration has been approved by the Committee.

5. Establishment of Standards. The Committee shall have the right, but not the obligation, to establish and amend from time to time certain standards to govern maintenance of the condition of any improvements which have been constructed upon any portion of the Property. The Committee may require that all such improvements, together with the yards and grounds appertenant to same, be kept and maintained in a good, neat, clean, orderly and proper condition by the owners and occupants thereof.

6. Applications for Approval and Action by the Committee. The Committee shall designate one (1) of its members as the Committee's representative for the receipt of all applications for improvements and alterations proposed for any portion of the Property. The owner of any portion of the Property, prior to making any improvements or alterations thereto, shall submit a written proposal to said representative which shall include: a description of the proposed improvements or alterations, the complete plans and specifications therefor, a description of the portion of the Property to be affected by the proposed improvements, and

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such other documents and information as the Committee might require. The Committee shall be required to meet and consider and either approve or disapprove any such proposal within thirty (30) days after its submission to said representative. If the Committee does not either approve or disapprove any such proposal, in writing, within said thirty (30) day period, then the Committee shall be deemed to have given its approval to same and the proposed improvements or alterations may then be accomplished by the owner of the subject portion of the Property provided that same is commenced within thirty (30) days after expiration of said prior thirty (30) day period and provided that same is accomplished in strict compliance with the terms of the proposal and the plans and specifications therefor.

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7. Standards of Approval. The Committee shall have the right to approve or disapprove each proposed improvement or alteration to any portion of the Property on a case by case basis. The approval by the Committee of plans and specifications for improvements or alterations proposed for one (1) portion of the Property shall not bind or require the Committee to approve a proposed improvement or alteration according to the same plans and specifications for any other portion of the Property, nor shall any such approval be deemed a standard against which any subsequent such approval must be measured by the Committee. The Committee shall have the right to apply and impose such standards as it deems appropriate with respect to each portion of the Property for which an owner thereof proposes to make improvements or alterations.

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8. Reconstruction After Destruction. In the event of the destruction of any improvement of any portion of the Property, same shall be restored and maintained in accordance with the design, materials, color, and general plans and specifications previously approved pursuant to the provisions of this instrument, subject to any changes to same which might be approved by the Committee as provided in this instrument. Such restoration shall commence and shall be completed by the owner as quickly as is reasonably practical under the circumstances.

9. No Mining Activity. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavation, 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.

10. No Livestock. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

11. No Dumping Ground. 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 equipment for the storage or disposal of any such materials shall be kept in a clean and sanitary condition. The use of all or any portion of any Lot within the Property for

outside materials storage shall be prohibited, and no harmful or noxious materials shall be stored either inside any structure or outside any structure.

12. Construction Standards. Any improvements to be constructed and maintained upon any Lot shall be constructed and maintained, and each Lot shall be maintained, in accordance with the following requirements and standards:

(a) No unpainted or unprimed aluminum windows will be allowed. If aluminum windows are used on the front of a home, the window will be trimmed with wood detail trim.

(b) All concrete block which is not covered with siding or brick and is allowed to remain so exposed by the Committee will at a minimum be covered with textured block finish.

(c) Due to the size of the Lots, front drives will be permitted; however, the interior of all covered parking areas will be finished and painted.

(d) All front and side yards will be landscaped with solid sod.

(e) No vertical siding shall be used on the construction of any home except as approved by the Committee. All fencing shall be wood construction. No fencing or walls shall extend nearer the street than the front line of the home nor exceed six feet six inches (6'6") in height. Provided, the Committee may, at its discretion, on a Lot by Lot basis, permit the height of any such fence to be increased to such height as the Committee might deem appropriate.

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(f) Outside air-conditioning units may not be located in the front yard of any Lot.

(g) The roof pitch on any home shall not be less than six (6) and twelve (12) unless approved in writing by the Committee.

(h) Utility service shall be underground. No utility poles or above ground wires shall be permitted except in the construction phase, except for street lights as approved by the Committee.

(i) No shrubs or trees shall be planted on street corners that will impede the view or sight of pedestrians or operators of automobiles.

(j) No satellite, microwave dishes or television antennas will be on any Lots unless approved in writing by the Committee.

(k) No garage can be enclosed and finished as living area without first obtaining the prior written consent of the Committee.

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13. Storage of Boats, Trailers and Other Vehicles. Boats, boat trailers, pickup campers, mini-motor homes, buses, commercial vehicles, motor homes and trailers of any kind must be parked or stored only in an enclosed garage or a carport, and may not be parked on the street or in any open parking area. No unused or inoperable automobiles shall be permitted on any Lot and no automotive repair shall be conducted on any Lot, except for temporary repairs effected by authorized outside mechanics.

14. Clothes Lines and Fencing. No clothes lines shall be permitted on any Lot and no fencing or furniture of any kind shall be allowed in any front yard.

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15. Committee Not Liable. Notwithstanding the authority delegated to the Committee or its representative by this document, neither the Committee as a whole, nor the individuals composing it, nor its representatives shall be liable for the failure of the Committee to act or for any act performed by the Committee; nor shall they incur any liability of any kind and nature arising from the actions of any person serving on or for the Committee. Neither the Committee nor any member, representative, architect or agent thereof nor the Declarant shall be responsible to check for any defects in any plans or specifications submitted, revised or approved in accordance with the provisions of this instrument, nor for any structural or other defects in any work done according to such plans and specifications.

16. No Waiver. The failure of the Committee to enforce any one or more of the provisions of this instrument shall not be deemed as a waiver of the right of the Committee to enforce the provisions of this instrument at any subsequent time. No owner of any portion of the Property nor any other person, corporation, partnership, firm or other entity shall be entitled to any remedy against or to the recovery of any damages from the Committee or any member thereof as the result of the failure or refusal by the Committee or any member thereof to enforce any of the provisions of this instrument or pursue the correction of any violation thereof.

17. Easement for Certain Encroachments. It is anticipated that there shall be constructed on each Lot a single family residential home. Each home shall be located such that there shall be a minimum of twenty (20) feet between each home located on the Property (to be measured



between the closest outside walls of the homes); provided, that the distance of twenty (20) feet may be reduced to no less than ten (10) feet if approved by Declarant, the Committee and the City of Pelham. The home to be built on each Lot may be constructed such that one side wall of the home is located up to and on one side line of the Lot (provided that the required distance between each home on the Property is maintained). There is hereby established and reserved a perpetual easement for each Lot and home located thereon for the encroachment of eaves, roof overhangs and brick veneers attached to structural walls which may encroach upon the air space of an abutting Lot. The perpetual easement herein created shall also extend to that portion of the surface of any such adjoining lot as shall be necessary to permit the construction of the structural walls located on the lot line and the eaves, roof overhangs and brick veneers, and shall apply not only during the construction phase but shall also run with the land and apply to the continued maintenance and repair of the eaves, overhangs and veneers so encroaching and shall also extend and apply to the repair or construction of a home in the event of its partial or total destruction. Provided, any party exercising its rights under the easement herein established, shall be responsible for any damage to any lot subject to the easement, and may exercise its rights only during reasonable hours, and in a reasonable manner.

18. Easement for Decorative Fencing. There is hereby established and declared in favor of all of the Lots in the subdivision a non-exclusive easement for the maintenance of a decorative fence along the boundary line of Shelby County Highway 261 and Lots 1, 2, 38 and 39 of the

Property. The owners of each Lot, or their heirs, successors, or assigns, or any one or more of them, shall have the right, from time to time, to maintain and restore said fence in said location in keeping with the original design and construction thereof. This right and easement shall include the right to enter upon the rear portions of said Lots 1, 2, 38 and 39 for the limited purpose of performing any such maintenance or restoration, provided that same is accomplished after reasonable notice to the owners of said Lots, at reasonable times, and in a reasonable manner. The owners of said Lots 1, 2, 38 and 39 shall not be required to contribute to the expense for maintaining or repairing said decorative fencing unless they shall first give their written consent thereto. The easement herein established and declared shall run with the lands in favor of the owners of each lot within the Property.

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19. Enforcement. Enforcement of the provisions of this instrument may be by the Committee or by the owner of any portion of the Property by the filing of proceedings at law or in equity against any person, corporation, partnership, firm or other entity violating or attempting to violate same. Any party so enforcing the provisions of this instrument shall be entitled to equitable relief, the recovery of actual damages resulting from any such violation, a reasonable attorney's fees, and such other relief as may be deemed appropriate by a court of competent jurisdiction.

20. Binding Effect and Term. The covenants and conditions herein contained are to run with the Property and shall be binding on all parties and persons claiming under them for a period of fifty (50) years from

the date of the recordation of this instrument, after which time said covenants and conditions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of a majority of the Lots within the Property has been recorded agreeing to change the covenants and conditions herein contained in whole or in part.

21. No Reverter. No restriction or provision herein is intended to be or shall be construed as a condition subsequent or creating any possibility of a reverter.

22. Severability. Invalidity of any one or more of the provisions of this instrument by a judgment or a court order shall in no way affect the validity of the other provisions of this instrument, which shall remain in full force and effect.

23. Amendment. Declarant reserves and shall have the sole and exclusive right to modify, release or amend any one or more of the covenants, restrictions, and provisions contained herein until such time as it has sold all portions of the Property to parties other than Declarant. Subsequent to the conveyance of all portions of the Property by Declarant, the provisions of this instrument may be modified and amended by an instrument executed by the owners of a majority of the Lots. Any such modification or amendment must be in writing and filed for record with the Office of the Judge of Probate of Shelby County, Alabama.

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24. Rights Reserved to Declarant. Any provisions herein to the contrary notwithstanding, Declarant shall have the right to construct, install and maintain on any Lot owned by Declarant a temporary sales and construction structure which may be maintained and used only during the period of construction of improvements by Declarant on any one or more Lots within the Property. Nothing in this instrument shall be interpreted to prevent Declarant from displaying "For Sale" signs and conducting such other activities on or about any portion of the Property owned by Declarant as are reasonably necessary to promote and facilitate the sale of Lots within the Property by Declarant and to enable Declarant to complete the construction of dwellings and other permitted improvements upon any said Lots or any other portion of the Property.

IN WITNESS WHEREOF, this instrument has been executed by the undersigned Declarant on this the same date as first hereinabove written.

GIBSON-ANDERSON-EVINS, INC.

By



L. S. Evins, III  
President

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, Charles H. Ransom, a Notary Public in and for said county, in said state, hereby certify that L. S. Evins, III, whose name is signed to the foregoing instrument as President of Gibson-Anderson-Evins, Inc., and who is known to me, acknowledged before me on this day that, being informed of the contents of 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 3<sup>rd</sup> day of August, 1987.

Charles H. Ransom  
Notary Public

[NOTARIAL SEAL]

My Commission expires: 6/10/91

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

1987 AUG -5 AM 11: 32

Thomas A. Anderson, Jr.  
JUDGE OF PROBATE

RECORDING FEES	
Recording Fee	\$32.50
Index Fee	1.00
TOTAL	\$33.50