

STATE OF ALABAMA)
SHELBY COUNTY)

614

COVENANTS AND RESTRICTIONS
INDIAN HIGHLANDS ESTATES

Map Book 13, Page 69

The undersigned, Twin Oaks Development Corporation, Inc. (hereafter referred to as "Developer"), owns all lots in the subject subdivision, as recorded in the Office of the Judge of Probate of Shelby County Alabama and does hereby adopt the following covenants and restrictions as to the use of said property.

1. Said lots shall be used for residential purposes only, and not for any purpose of business or trade. All lots are to be of E 1 size.
2. No structure other than one, detached single-family dwelling shall be erected, placed, altered, or permitted to remain on any lot embraced in said subdivision. There will be no front carports, no front drives, no visible screened porch, and no fences which come to the street.
3. No dwellings shall be erected containing less than twenty four hundred (2400) square feet of living (heated) area for one-story buildings, exclusive of basement, porches and garages. Any dwelling, having residential living area on more than one story, must contain at least fourteen hundred (1400) square feet of living area on at least one of the stories, with no less than a total of twenty four hundred (2,400) square feet of living (heated) area in the entire dwelling, exclusive of basement, porches and garages. Landscaping, front and side yard, solid sod. All dwellings will have wooden windows throughout. No roof pitch to have less than 7 & 12 pitch, unless approved by subdivision committee. No homes to have exposed concrete blocks showing.
4. No lot may be subdivided or reduced in size by voluntary alteration, judicial sale or other proceeding, except with the written consent of Developer, its successors or assigns.
5. No noxious, offensive or unlawful activity or trade of any kind shall be carried on upon said lots or shall anything be done thereon which shall cause or may become an annoyance or nuisance to the neighborhood.
6. 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, sanitary condition. No animal pens will be allowed.
7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence, either temporary or permanently except for a watchman and office trailer during construction.

RECEIVED—DATE 5-3-89 5-77-88

SHELBY COUNTY PLANNING COMMISSION

Albert Hultquist
Brian Geddes & Loan Assoc 5-20-89. 20th ST.

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8. a. All plans and specifications of residences on any lot in said subdivision shall be first filed with and approved by the Developer Committee, before any construction is commenced. Developer Committee shall have the authority to require modifications and changes in plans and specifications if it deems the same necessary in its sole judgment to seek conformity of the proposed dwelling with restrictions thereof.
- b. The authority to review and approve any plans and specifications as provided herein is a right and not an obligation. Contractors and Owners shall have the sole obligation to oversee and to construct dwellings in accordance with the restrictions hereof and the plans and specifications approved by Developer. Nothing in this instrument shall be construed, implied or relied upon by anyone as imposing or placing upon the Developer:
 - (1) The obligation to supervise construction of dwellings.
 - (2) Any liability for any deviations, non-conformity or failure to comply with the restrictions hereof.
 - (3) The obligation to correct or liability for failure to correct any acts of commissions or omissions, errors, oversights, and or mistakes made by any contractor, builder, public or quasi-public agency or individual lot owners.
9. The authority of Developer, as herein granted shall continue until such time as it elects to terminate its participation herein, provided, however, that if not sooner terminated, the authority of Developer shall terminate when it is sold, transferred or conveyed all lots in this subdivision. In the event Developer shall elect to terminate earlier its participation, it shall do so by filing a document to that effect with the Judge of Probate of Shelby County, Alabama.
10. It is understood and agreed that the foregoing covenants and restrictions shall attach to and run with the land for a period of twenty-five (25) years from May 3, 1969, at which time these covenants and restrictions shall be automatically extended for successive periods of ten years, unless by a vote of the majority of the then owners of the lots, it is agreed to change same in whole or in part, and that it shall be lawful for Developer, its successors or assigns, to institute and prosecute any proceedings at law or in equity against the person, persons, corporation or corporations violating or threatening to violate said covenants and restrictions: and failure to institute proceedings for any one or more violations, shall not constitute approval of same, or be construed as a waiver of any right of action contained herein, for past or future violations of said covenants and restrictions.
11. Enforcement either to recover damages or to restrain violation, shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction herein.

12. Invalidation of one of these covenants or restrictions by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.
13. No structures of any kind or nature including but not limited to brick or concrete mail box containers may be erected or placed on the county right of way except that a wooden 4x4 post may be placed on the right of way to support a mail box.

IN WITNESS WHEREOF, the said Twin Oaks Development Corp., Inc. has executed this instrument on the 20th day of February, 1989.

TWIN OAKS DEVELOPMENT CORP., INC.

By: [Signature]

It's president

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STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned authority, in and for said County, in said State, hereby certify that Albert C. Hutchins, whose name 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, executed the same voluntarily.

Given under my hand this 20th day of February, 1989.

Lilla B. McRae
Notary Public

My commission expires 6-29-92

Recording Information:

Date: _____
Real Vol. _____
Page No. _____

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

89 MAY -8 PM 4:09

[Signature]
JUDGE OF PROBATE

RECORDING FEES

Book & Fee 2 750
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