

This instrument prepared by:  
DANIEL M. SPITLER  
Attorney at Law  
108 Chandalar Drive  
Pelham, Alabama 35124

844

STATE OF ALABAMA )

SHELBY COUNTY )

DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND RIGHTS  
OF  
HARBOR TOWNE

This Declaration made on this 8<sup>th</sup> day of June, 1989 by WINDY OAKS, an Alabama Partnership, composed of Shelby Homes, Inc. and Roy Martin Construction, Inc., hereinafter referred to as "Owner."

W I T N E S S E T H:

WHEREAS, the undersigned Owner owns in fee simple all the lots in that certain subdivision set out herein above as recorded in Map Book 13 page 74, in the Probate Office of Shelby County, Alabama.

NOW, THEREFORE, The Owner hereby declares that all of the above described properties shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions and rights which are for the purpose of creating uniformity, protecting the value and desirability of the above described property, and which shall run with the said real estate and be binding on all parties having any right, title or interest in the above described property or any part thereof, their heirs, successors and assigns shall enure to the benefit of each owner thereof, and shall, in addition thereto, be enforceable by the Shelby County Health Department and any other municipal entity at interest.

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not to exceed two and one-half stories in height, with less than 1400 square feet of heated space.

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

3. 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.

Cahaba Title

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4. SIGNS. No signs 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.

5. 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 structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

6. LIVESTOCK AND POULTRY. 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 they are not kept, bred, or maintained for any commercial purpose.

7. WATER SUPPLY. No individual water-supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authority.

8. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any lot unless such system is designated, located and constructed in accordance with the requirements, standards and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authority.

9. SET BACK LINE. All residence and other structures must be set back a minimum of 35 feet from the street. No structure of any nature may be placed closer than 10 feet to the side or back of any lot.

10. SET BACK - OUT BUILDINGS AND FENCES. No structure (in addition to the residence) may be constructed closer to the street than the back of the residential building.

11. CONCRETE BLOCK. No concrete block on any structure may be visible from the street, this means no concrete block may be visible from the road or street on the front or sides of the residential structures.

12. DRIVE-WAYS. All drive-ways visible from street must be concrete or asphalt.

13. RECREATIONAL VEHICLE. No recreational vehicle including but not limited to motor homes, tent campers, buses, and any and all other recreational vehicles, motorized or non-motorized, shall be parked on street more than 24 hours.

14. SATELLITE DISH. No short wave antenna and/or satellite dish in excess of eighteen inches in diameter or more than two feet above or outside of roof line of a residential house, shall be installed on any house and no free standing antennas of any nature shall be allowed. No satellite dish, even if it does meet the above requirement, shall be installed so as to be visible from the street.

15. FENCES. No fence may be constructed any closer to the street than the back corners of the residence constructed on the lot.

16. 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 periods 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.

17. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity any person or persons violating or attempting to violate any covenant either to restrain violation or to recovery damages.

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

19. HELENA. These restrictions can be enforced by the City of Helena, The Helena Planning and Zoning Board, Inspection Service and any other authority of Helena at the option of said authority, in addition to the property owners composing this subdivision.

20. REQUIREMENT FOR PLANS. Prior to the start of any construction on these lots, the Builder shall furnish to Windy Oaks, An Alabama Partnership, a final copy of plans and specifications for the house to be built in compliance with all terms and requirements of the subdivision restrictions. Any variance in said plans must also be furnished to Windy Oaks, An Alabama Partnership prior to implementation of said changes and said changes must still comply with all requirements of these restrictions.

21. ADDITIONAL SECTORS. Owner reserves the right to bring additional land purchased from Owner's Grantor simultaneously with the purchase of the subject parcel, under these restrictions in which case the property owners of subsequent sectors shall have the right to enforce these restrictions, and the owners in this first sector shall have the right to enforce these restrictions against owners of subsequent sectors.

IN WITNESS WHEREOF, the Owner has hereunto set its hand and seal this the 8th day of June 1989.

WINDY OAKS, An Alabama Partnership

By: SHELBY HOMES, INC.

By: Reid Long  
Reid Long, President  
Partner

By: ROY MARTIN CONSTRUCTION, INC.

By: Roy H. Martin  
Roy Martin, President  
Partner

STATE OF ALABAMA )  
COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Reid Long, as President of Shelby Homes, Inc., a corporation and Roy Martin, as President of Roy Martin Construction, Inc., a corporation, which said corporation constitute all partners of Windy Oaks, an Alabama Partnership, are signed to the foregoing Declaration of Covenants, Conditions, Restrictions and Rights, and who are known to me, acknowledged before me on this day that, being informed of the contents of the Declaration, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Windy Oaks.

Given under my hand and official seal, this the 8th day of June, 1989.

(Seal)

Martha Noyes  
Notary Public  
Alabama State At Large

MY COMMISSION EXPIRES MARCH 16, 1991

89 JUN 13 AM 9:49

JUDGE OF PROBATE

#### RECORDING FEES

Recording Fee	\$ 7.50
Index Fee	2.00
TOTAL	9.50