

3791

RESTRICTIONS FOR  
CARRIAGE HILL SUBDIVISION, PHASE II

AS RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA  
IN MAP BOOK 13 PAGE 129

WHEREAS, THE UNDERSIGNED Fidelity Venture, Inc. and R & H, Inc. (hereinafter called "owner") are the owners of all lots as shown on map of said subdivision which is recorded in the Probate Office of Shelby County, Alabama in Map Book 13, page 129; and

WHEREAS, the undersigned are desirous of establishing restrictions and limitations applicable to all lots owned by undersigned in said survey;

NOW, THEREFORE, the undersigned, Fidelity Venture, Inc. and R & H, Inc., do hereby adopt the following restrictions and limitations which shall be applicable to all lots in said subdivision, which restrictions and limitations are as follows:

1. That said property shall be used for residential purposes only and not for any purpose of business or trade, and that no more than one single family dwelling house may be erected on each residence lot and said dwelling is not to exceed 2½ stories in height.
2. No lot shall be sold or allowed to be sold for the purpose of extending any public or private road or street, or for the purpose of opening any road or street, except by written consent of owner, its successors or assigns.
3. No building shall be erected or allowed to remain on any residential lot in said subdivision within 35 feet of the front property line or within 10 feet on any side property line of said lots. All setbacks must meet the zoning code of the City of Alabaster.
4. Exposed exterior walls composed of the following materials shall be prohibited from this subdivision: concrete unfinished-block materials; asbestos shingles, sheetrock or other similar materials; imitation asphalt brick.
5. No obnoxious 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.
6. No trailer, basement without finished superstructure, tent, or any temporary structures erected on lots in the subdivision hereinabove mentioned shall at any time be used as a residence, temporarily or permanently.

May Powell  
P.O. Box 572

7. The heated finished floor area of any residential structure shall not be less than 1,100 square feet exclusive of open porches, breezeways, carports and terraces.

8. Fences may be constructed to the rear of the dwelling house, but none shall be constructed nearer the front of the lot than the rear-most portion of any dwelling house.

9. No privacy fences shall be constructed on any residential lot except fences which are of wood or brick construction, which said fences shall be no higher than seven (7) feet from ground level.

10. No signboard of any description shall be displayed on any residential lot with the exception of "For Sale" or "For Rent" signs, which signs shall not exceed two feet by three feet, except signs erected by Fidelity Venture, Inc. and R & H, Inc.

11. No residential structures shall be moved onto any lot.

12. No satellite dishes shall be placed or erected on any residential lot in said subdivision.

13. 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.

14. The owner reserves to itself, its successors and assigns, the right to grant rights of way to use said streets to any other person, firm or corporation for the purpose of erecting thereon and installing thereover such poles, wires, guys, guy wires, pipelines, and other equipment and apparatus as may be necessary or desirable for the purpose of supplying the premises adjacent thereto with electricity, telephone, water, sewer and gas service, including but not restricted to the right to trim trees where necessary or advisable for the safe operation thereof, and to conduct telephone and electric light wires over said lots from the poles located on said streets or ways. (Cable T.V. is included in the term "wires" listed above in this paragraph.)

15. If any person shall violate or attempt to violate any of the covenants and restrictions contained herein, it shall be lawful for any other person or persons owning any of the lots in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and restrictions and either to prevent him or them from doing so again or to recover damages for such violation, it being understood that this right extends not only to the present owners of said subdivision, but also to any future lot owners therein.

16. Invalidity of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

17. Minor violations of the building line requirements not to exceed ten percent (10%) of the required distance may be waived by owner.

18. All of the said restrictions and covenants shall constitute covenants running with the land, and all of the deeds hereafter made conveying said lots shall be made subject to the restrictions herein-after set out.

19. No dwelling, outbuildings, garages or servants' houses shall be erected or begun on said property until the building plans and specifications and a plot plan showing the location of such building have first been delivered to and approved in writing as to harmony and conformity of external design with existing structures in the subdivision by the Architectural Control Committee composed of Thomas L. Murphy, Bobby J. Rast and Barry Thompson, or by such other representatives as may be designated by them. If the plans, specifications, architectural design, plot plan, grade and location of a dwelling or other building provided for herein are actually delivered to one of the members of said committee or other designated representatives for examination and approval and no member of said committee or other designated representative acts thereon within thirty (30) days after such delivery by delivering notice in writing of his determination to the party requesting his approval, such plans, specifications, architectural designs, plot plans, grade and location, as the case may be, shall be conclusively deemed to have been approved by the Committee.

WITNESS MY HAND this 5th day of October, 1989.

CARRIAGE HILL SUBDIVISION, PHASE II

Fidelity Venture, Inc.

By: Thomas Murphy  
President

R & H, Inc.

By: Barry Thompson  
President

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BOOK 262 PAGE 25

STATE OF ALABAMA)  
SHELBY COUNTY )

Before me, the undersigned Notary Public in and for said County in said State, personally appeared Thomas L. Murphy in his capacity as President of Fidelity Venture, Inc., who, being known by me and first duly sworn, says that he has read the foregoing instrument and that he voluntarily executed the same in his official capacity as an officer of Fidelity Venture, Inc.

Sworn to and subscribed before me on this 5th day of October, 1989.

Kenna H. Jones  
Notary Public

MY COMMISSION EXPIRES OCTOBER 29, 1990

My commission expires: \_\_\_\_\_

STATE OF ALABAMA)  
SHELBY COUNTY )

Before me, the undersigned Notary Public in and for said County in said State, personally appeared Bobby J. Rast in his capacity as President of R & H, Inc., who, being known by me and first duly sworn, says that he has read the foregoing instrument and that he voluntarily executed the same in his official capacity as an officer of R & H, Inc.

Sworn to and subscribed before me on this 5th day of October, 1989.

Kenna H. Jones  
Notary Public

MY COMMISSION EXPIRES OCTOBER 29, 1990

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

89 OCT 17 PM 3:59

Thomas P. Jones  
JUDGE OF PROBATE

Rec 1000  
Ind 300  
Cert 100  
1400