

850

STATE OF ALABAMA)
SHELBY COUNTY)

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RIGHTS FOR
WINDY OAKS, PHASE 3**

This Declaration made on this day 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, Owner owns in fee simple the following described real estate, known as Windy Oaks, Phase 3 (the "Property"), situated in Shelby County, Alabama, to wit:

Survey of Windy Oaks, Phase 3, as recorded in Map Book 15 at Page 113, in the Probate Office of Shelby County, Alabama.

WHEREAS, Owner wishes to insure uniformity in the development of the Property and to protect the value and desirability of the Property;

NOW, THEREFORE, Owner hereby declares each and every lot which comprises the Property to be subject to the following restrictions, covenants, conditions and rights (hereinafter referred to collectively as "Restrictive Covenants"). These Restrictive Covenants shall run with the land. They are

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Reid Long

intended to burden and benefit all those who have or shall acquire an interest in the Property and their successors and assigns. They shall be enforceable by any of them, as well as by the City of Alabaster, Alabama, the Shelby County Health Department and any other municipal entity which can show an interest.

1. **MINIMUM PARCEL SIZE.** No lot may be divided unless every resulting parcel shall contain at least three acres.

2. **LAND USE AND BUILDING TYPE.**

(A) Lots shall be used for residential purposes only.

(B) No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling and that dwelling's related out buildings.

(C) Every dwelling must contain not fewer than 1800 square feet of heated space.

(D) No dwelling shall exceed two and one-half stories in height.

(E) No mobile, modular or factory-constructed dwelling shall be allowed.

3. **NUISANCES.** No noxious or offensive 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.

4. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or outbuilding of any kind or sort shall be used for housing or overnight sleeping purposes even on a temporary basis.

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5. **SIGNS.** No signs of any kind shall be erected or displayed, except that there will be permitted one professional sign of not more than one square foot advertising the property for sale or rent, and one professional sign of not more than five square feet to be used by a builder to advertise the property during the construction and initial sales period.

6. **OIL AND MINING OPERATIONS.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted.

7. **LIVESTOCK AND POULTRY.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that one cow or horse per acre may be kept, and dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose.

8. **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, as evidenced by their written approval.

9. **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, as evidenced by their written approval.

10. **SET BACK LINE.** All structures must be set back a minimum of 75 feet from the ingress and egress road, and may be placed no closer than 15 feet to the side or back of any lot.

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

12. **DRIVEWAYS.** All driveways visible from the ingress and egress streets must be concrete or asphalt.

13. **TERM.** These restrictive covenants shall run with the land and be binding on all parties and all persons claiming under them for a period of twenty-five years from the date of records, after which time said covenants shall be automatically extended for successive periods of ten (10) years for so long as the laws of this state shall allow.

14. **ENFORCEMENT.** Enforcement shall be by proceedings at law or in equity against any persons violating or attempting to violate any portion hereof. These proceedings may also be used to seek and recover damages.

16. **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, the Owner has hereunto set its hand and seal this the 17 day of January, 1992.

WINDY OAKS
An Alabama Partnership
By: SHELBY HOMES, INC.
(PARTNER)

By: Reid Long
Reid Long, President

By: ROY MARTIN CONSTRUCTION,
INC. (PARTNER)

By: Roy Martin
Roy Martin, President

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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, whose name as President of Shelby Homes, Inc., a corporation, as Partner of Windy Oaks, an Alabama Partnership, is signed to the foregoing Declaration of Covenants, Conditions, Restrictions and Rights, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Declaration, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as Partner as aforesaid.

Given under my hand and official seal, this the 17 day of January, 1992.

Donna B. Linder

Notary Public

MY COMMISSION EXPIRES MAY 18, 1994

My commission expires: _____

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STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Roy Martin, whose name as President of Roy Martin Construction, Inc., a corporation, as Partner of Windy Oaks, an Alabama Partnership, is signed to the foregoing Declaration of Covenants, Conditions, Restrictions and Rights, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Declaration, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as Partner as aforesaid.

Given under my hand and official seal, this the 17 day of January, 1992.

Donna B. Linder

Notary Public

MY COMMISSION EXPIRES MAY 18, 1994

My commission expires: _____

1. Deed Tax	_____
2. Mtg. Tax	_____
3. Recording Fee	\$12.50
4. Indexing Fee	\$3.00
5. No Tax Fee	_____
6. Certified Fee	\$1.00

Total \$16.50

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

92 JAN 21 AM 8:32

CLERK OF PROBATE