

Protective Covenants

ASHFORD HEIGHTS SEC. III

State of Alabama )  
Shelby County )

Whereas, the undersigned <sup>✓</sup>Crestwood Homes, Inc. is the owner of all the lots located in the survey of Ashford Heights 3rd. Sec-  
tor, as recorded in map volume 17, page 144 in the office of  
the Judge of Probate, Shelby County, Alabama. Situated in the  
S $\frac{1}{2}$  of NW $\frac{1}{4}$  of NE $\frac{1}{4}$ , Section 10, TSP. 21 South, Range 3 West, Shelby  
County, Alabama; and

Whereas, the undersigned desires to subject said property and  
each lot located in said survey to the conditions, limitations,  
and restrictions hereinafter set forth.

Now, therefore, the undersigned does hereby expressly adopt  
the following protective covenants, conditions, and limitations  
for said survey to wit:

That said property and each lot located in said survey shall  
be and the same are hereby subject to the following conditions,  
limitations, and restrictions.

If the parties hereto, or any of them, or their heirs, or  
assigns shall violate or attempt to violate any of the covenants  
herein, it shall be lawful for any other person or persons owning  
any real property situated in said development or subdivision to  
procure any proceedings at law or in equity against the person  
or persons violating or attempting to violate any such covenant  
and either to prevent him or them from so doing or to recover  
damages or other dues for such violation.

Invalidation of any one of these covenants by judgment of  
court order shall in no wise effect any of the other provisions  
which shall remain in full force and effect.

(a) All lots in the tract shall be known and described as  
residential lots for single family dwellings. No structure  
shall be erected, altered, placed, or permitted to remain on  
any residential building lot other than a single family dwelling  
not to exceed two and one-half stories, or 35 feet in height, as  
measured from front street level.

(b) No portion of any building will be permitted to en-  
croach upon another lot. The building line for this subdivision  
shall be eight feet on the sides, and twenty feet from the front  
property line.

(c) No noxious 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.

(d) No trailer, tent, shack, garage, barn, or other out-  
buildings shall, at any time, be erected, temporarily or perm-  
anently, nor shall any structure of a temporary character be  
used as a residence.

(e) The first floor heated area of the main structure of a  
one-story building shall be no less than 1200 square feet. For  
a one and one-half story, or a two-story, the first floor heated  
area shall be no less than 600 square feet.

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P.O. Box 472  
Pelham, AL 35124

(f) No fence shall be permitted forward of the rear corner of any building. The material and design will be approved by the architectural control committee.

(g) No sign of any kind shall be displayed to the public view on any lot except one professional sign of no more than one square foot, one sign of not more than six square feet advertising the property for sale or rent, or signs used by the builder(s) to advertise the property during the construction and sales period.

(h) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats, or other household pets; provided that they are not kept, bred, or maintained for any commercial purpose.

(i) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall only be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(j) No non-operable vehicle of any kind shall be parked on or off any lots nor shall they be permitted to remain in the drives or streets within this subdivision.

(k) No school buses, commercial trucks, or other public conveyances shall be permitted to remain parked overnight in streets, drives, or on any lot.

(l) These covenants and restrictions shall run with the land and shall be binding upon the undersigned, his heirs, successors and assigns for a period of thirty(30) years from the date hereof. The invalidation of any one of the foregoing covenants and restrictions shall in no way effect any other provision or restriction contained therein.

(m) Enforcement of these covenants and restrictions shall be by proceeding in law or equity against a person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

(n) No building shall be erected, placed, or altered on any lot until the construction plans and specifications; and a plan showing the location of the structure have been approved by the Architectural Control Committee as to workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.

(o) The Architectural Control Committee shall be composed of B.J. Jackson, Jane J. Curtis, and Loisanne P. Jackson. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members of the committee shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to the covenants. At any time, the then record owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the committee or to withdraw from the committee or restore to it any of its powers or duties.

(p) The committee's approval or a disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

(q) No television disc, ham radio antenna, or such devices shall be permitted.

IN WITNESS WHEREOF, the undersigned Crestwood Homes, Inc.  
has hereunto set its hand and seal on this 7th day of December 1993

Crestwood Homes, Inc.

By:  (seal)

State of Alabama)  
Shelby County )

I, the undersigned, a Notary Public in and for said County  
in said State, hereby certify that B.J. Jackson whose name as  
President of Crestwood Homes, Inc., is signed to the foregoing  
instrument and who is known to me, acknowledged before me this day,  
that being informed of the contents of the 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 7th day of December  
, 1993.

  
Notary Public Comm. Ex. 2/21/97

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