

STATE OF ALABAMA

SHELBY COUNTY

**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND RIGHTS**

HARGRAVE HILLS

This Declaration made on this day by Hargrave Hills, owned by Raymond E. Hargrave and Nola C. Hargrave, hereinafter referred to as "Owners".

WITNESSETH:

WHEREAS, the undersigned Owners own in fee simple the following described real estate situated in Shelby County, Alabama, to wit:

SEE ATTACHED LEGAL DESCRIPTION

SECTOR I, lots 1 - 10

known as Hargrave Hills.

NOW THEREFORE, the Owners hereby declare 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 of interest in the above described property or any part thereof, their heirs, successors and assigns shall enure 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. **MINIMUM PARCEL SIZE.** No Parcel of land may be divided leaving any parcel less than original size of lot (all these restrictions shall apply equally to all such parcels).

2. **LAND USE AND BUILDING TYPE.** No lot shall be used except for residential purposes, streets, utility easements or right of ways. 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 no less than 1800 square feet of heated space for a one story building. In the event that a multiple story dwelling is built, the square footage of heated space shall have a minimum of 2,000

1857 Shades Crest Rd
Birmingham, AL 35216

06/28/1994-20396
10:29 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCD 16.00

Inst # 1994-20396

total square footage of heated space with not less than 1000 square feet being on the main floor exclusive of porches and garages. No mobile, modular or factory constructed housing is allowed.

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

4. **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.

5. **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, or 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.

6. **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.

7. **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 any 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. Approval of such system as installed shall be obtained from such authority.

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. Approval of such system as installed shall be obtained from such authority.

10. SET BACK LINE. All residences and other structures must be set back a minimum of 35 feet (40 feet on Lots 1 & 2) from the ingress and egress road; if any part of the original parcel of land as deeded by Hargrave Hills to the original owner on which the structure is constructed has a minimum side length or depth of at least 150 feet. No structure of any nature may be placed closer than 10 feet to the side or back of any parcel of land. However, the Architectural Control Committee mentioned below retains the authority to waive any violation of setback lines on a case by case basis.

11. SET - OUTBUILDINGS. No structure (in addition to the residence) may be constructed closer to the ingress and egress road than the back of the residential building.

12. 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 on the front or sides of the residential structures.

13. DRIVEWAYS. All driveways visible from the ingress or egress streets must conform to plot plan and be approved by Architectural Control Committee, and must be concrete.

14. ADDITIONAL REAL ESTATE MAY BE INCLUDED. Owner reserves the right to include additional real estate under these covenants.

15. ARCHITECTURAL STYLE. All homes must be brick, dryvit, stone, or a combination with siding and agree in esthetic value with other homes in the area. No split-level or contemporary homes are allowed. Plans must be approved in writing prior to construction by Architectural Committee composed of:

Raymond E. Hargrave and Nola C. Hargrave.

If at any time after the sale of the last lot in this sector a house is built upon the last lot, then Raymond E. Hargrave and Nola E. Hargrave may appoint two homeowners to the committee and elections will be held by the owners of the lots in Sector I to fill the positions on this committee. Once the new committee is appointed it will serve

for one year and a majority of Section I lot owners will elect the new committee each year.

16. All windows must be wooden or aluminum; also, no sliding glass doors are allowed.

17. No motor homes, recreational vehicles or trailers may be parked on lot.

18. No fences without written approval of architectural committee.

19. No satellite dishes for television may be used.

20. No additions shall be made to any home without written approval of architectural committee.

21. **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 agreement signed by a majority of the then owners of the lots has been recorded changing said covenants in whole or in part.

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

23. **SEVERABILITY.** In validation 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.

IN WITNESS WHEREOF, the Owners have hereunto set their hand and seal this
the

28th day of June, 1994.

HARGRAVE HILLS

By:

Raymond E. Hargrave
Nella C. Hargrave

Inst # 1994-20396

4
06/28/1994-20396
10:29 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCD 16.00