

STATE OF ALABAMA )  
COUNTY OF SHELBY )

*Corrected*

KNOW ALL MEN BY THESE PRESENT, That:

WHEREAS, North Shelby Partners, A General Partnership, are the owners of the following lots situated in the subdivision known as Cambridge Pointe 2nd Sector as recorded in the Probate Office of Shelby County, Alabama in Map Book 18, Page 24

WHEREAS, North Shelby Partners, A General Partnership, desire to subject all of the numbered lots in the above survey to the covenants, terms, conditions, restrictions, and limitations:

1. All lots in the tract shall be known and described as residential lots and shall be used for single-family residential purposes exclusively.
2. No more than a single-family unit shall occupy any dwelling house.
3. No dwelling shall be constructed that contains less than 1400 square feet of heated area, exclusive of open porches and garages, and all plans must be approved by the Architectural Control Committee, consisting of Jack A. Harris, Jack D. Harris and Roy L. Martin.
4. No dwelling shall be erected on any lots of said property nearer to the front lot line or nearer to the said street line than the building setback lines shown on the recorded plat of Cambridge Pointe 2nd Sector. In any event, any portion of the building shall not be located on any lot nearer than 20 feet to the front lot or more than 20 feet from either the front lot line or the side street line or nearer than 10 feet to any side lot line, nor nearer than 15 feet to the back lot line. However, the Architectural Control Committee mentioned below retains the authority to waive any violation of setback lines.

No dwelling, outbuildings and garages shall be erected or begun on said property until the building plans and specifications and a plot plan showing the location of such building to existing structures in the subdivision have first been delivered to the Architectural Control Committee.

5. Any storage building must conform to the same type design and materials used in main dwelling and be located to the rear of main dwelling. No metal storage building allowed.
6. The lots indicated on the recorded plat for this subdivision may be further subdivided for the purposes of increasing the size of adjacent lots, however, no additional building lots may be created by resubdivision of the lots shown herein. In the event of any such subdivision of the lots shown on the recorded map, the tract so constituted shall be considered and referred to as one lot for the purposes of these covenants and these covenants shall apply the same as if said tract had been originally platted as one lot on this plat. Should the owner of two adjacent lots desire to build and maintain a dwelling on both lots, the side restrictions shall apply to the extreme side line of the combined lots. However, nothing herein contained shall permit the erection of a duplex or multiple family dwelling on the lots restricted by these covenants.
7. No satellite dishes, large antennas, or outdoor lights such as all night mercury vapor lights may be installed on any lot.
8. There shall be no exposed concrete blocks on any dwelling located in the subdivision. All dwelling foundation and retaining walls shall be constructed of brick.
9. No through the wall air conditioning units shall be allowed.
10. No clothesline or any other apparatus for the purpose of hanging clothes or laundry shall be permitted to be placed in a location that is visible from any street in the subdivision.

*J. Harris*  
*1109 TOWNHOUSE Rd*  
*Helena AL*  
*35080*

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11. No noxious or offensive trade or activity shall be carried on upon any lot or shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
12. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.
13. All yards will be sodded on the front from side line to side line and sides except where there are landscaping shrubs and/or bark islands. Rear to be seeded and hayed and any additional area disturbed, restored to it's natural state.
14. Roof and exterior colors are to be approved by the Architectural Control Committee.
15. No lot shall be cultivated for crops of any sort, except for kitchen gardens of reasonable size, which must be located to the rear of the dwelling.
16. 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 portions of any dwelling house. All fences to be of wood material parallel with house, not to exceed 48" in height. No chain link fence shall be allowed.
17. No signs shall be permitted on any lots, except "For Sale" or "For Rent" signs, which shall be not more than 18X24, 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.
18. No wrecked, unmaintained or inoperable vehicles, boats or trailers shall be parked, stored or located on any location that can be seen from the street. No trailers or boats, either of which exceed twenty (20) feet in length and no motor homes or camping trailers whatsoever shall be parked, stored or located in any location that can be seen from any street.
19. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers.
20. No mail or paper box shall be placed upon any lot unless the type and form of the same is approved by the Architectural Control Committee.
21. No oil drilling, oil development operation, 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.
22. No fence wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway pavement. No tree shall be permitted to remain with such distances of such intersections unless the foliage line is maintained at sufficient heights to prevent obstruction of such lines.
23. All construction activity shall use the Best Management Practices (BMP's) as required by the Alabama Department of Environmental Management at that time to protect stormwater discharge quality.
24. Any lot owner in said subdivision or the City of Alabaster will have the right to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate the restrictions contained herein. If the person or persons against whom action is taken is an owner of property in the subdivision, it is agreed that remedies shall include, but not be limited to, the right to require the removal of any structure or improvement erected in violation of these restrictions, the right to recover damages for a violation,

the right to obtain injunctive relief to prohibit the continued violation of these restrictions, and the right to collect attorney's fees and reasonable expenses to enforce the requirements set forth in these covenants. Any failure of a lot owner or the City of Alabaster at any time to take action to enforce these restrictions shall not be considered any form of estoppel, and shall not constitute approval of same, and also shall not be construed as a waiver of any right or action contained herein.

25. Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force.

26. The owners herein reserve the right to modify, waive, release and/or void said building limitations and restrictions by a vote or a majority of the then owner of said lots.

27. All of the said restrictions and limitations 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 above set out.

These covenants are subscribed to on the 14<sup>th</sup> day of February, 1994.

NORTH SHELBY PARTNERS, A General Partnership

By: Jack D. Harris  
Ray L. Martin  
David A. Harris

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02/14/1994-04889  
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