

RESTRICTIONS FOR

INDIAN GATE SUBDIVISION  
TOWN OF INDIAN SPRINGS VILLAGE  
SHELBY COUNTY, ALABAMA

RECORDED IN MAP BOOK 32  
PAGE 40, IN THE PROBATE OFFICE  
OF SHELBY COUNTY, ALABAMA

RECITES:

THAT WHEREAS, the undersigned, Powell Builders, Inc., as the owner of all lots of the Survey of Indian Gate Subdivision of Indian Springs Village, Alabama, a map of which is recorded in Map Book 32, Page 40, in the Probate Office of Shelby County, Alabama, and

WHEREAS, the undersigned is desirous of establishing certain restrictions and limitations applicable to all lots owned by it in the said Survey of Indian Gate Subdivision of Indian Springs Village.

NOW, THEREFORE, the undersigned, Powell Builders, Inc., does hereby adopt the following building restrictions and limitations which shall be applicable to all lots in the said Survey of Indian Gate Subdivision of Indian Springs Village, Alabama, which shall run with the land. Powell Builders Inc. shall retain control of the restrictions and limitations to this subdivision until in the opinion of Powell Builders Inc., Indian Gate Subdivision is fully developed and no more lots are to be added to this subdivision. The building restrictions and limitations which shall run with the land on this Subdivision are as follows:

1. Powell Builders, Inc. may, at any time, at its discretion, without approval of the future owners of any of the lots being required:
  - (a.) Reconstruct, repair or refinish any improvements or portion thereof in any Easement (to the extent that such work is not done by a governmental entity, if any, responsible for the maintenance and upkeep of such area);
  - (b.) Do all such other acts which Powell Builders, Inc. deems necessary to preserve and protect the Property and the beauty thereof, in accordance with the general purposes specified in this Declaration.
2. The said property shall be used for residence purposes only and not for any purpose of business or trade.
3. No dwelling shall be erected in said Indian Gate Subdivision of Indian Springs Village, Alabama of less than 2,200 square feet exclusive of porches and garages for a one-level house and not less than 1,600 square feet on the first floor and 900 square feet on the second floor of a story and a half; and on a two-story house, not less than 2,800 square feet, all exclusive of porches and garages. The exterior materials which are acceptable to Powell Builders, Inc. shall include at least 85% brick, stone, dryvit or stucco. Any dwelling erected in

Indian Gate Subdivision, including porches and garages, shall use windows only which are acceptable to Powell Builders, Inc.

4. That no temporary buildings or garages or other buildings shall be built and used for residence purposes prior to the completion of a dwelling house on said lots in accordance with these restrictions.

5. No outbuildings or garages on said property shall be erected except for the personal use of the property owner.

6. No fences or walls above the grade of the lot shall be erected, nor growing hedges planted and maintained, on said property in front of the front line of the residence. In addition, no wire or metal fencing of any kind (other than wrought iron) may be used on any lot. The only exception being that black chain-link fencing may be used so long as wood is used on any fencing facing a street.

7. No outbuildings, changes to structural additions, garages, fences or walls shall be erected or begun on said property without plans, specifications, architectural designs, grades and locations therefore having been submitted simultaneously to, and approved by Powell Builders, Inc., their successors or assigns. Powell Builders, Inc. shall be required to render a written decision within 14 days. No lot may be subdivided in size by voluntary alienation, judicial sale or other proceedings.

8. a. No more than 4 cars shall be regularly maintained at any single lot.

b. No trailer or other temporary residence shall be maintained at the premises or on any lot in the subdivision. Storage of boats, boat trailers, campers, recreational vehicles or other similar equipment in the open on any lot shall be prohibited.

9. The undersigned owner, his successors or assigns, reserve the right to modify, release, amend, void, transfer or delegate all the rights, reservations, and restrictions herein set forth, or the right to modify, release, amend, void, transfer any one or more of the said herein set forth restrictions on lots in the said subdivision.

10. 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 Powell Builders, Inc. as to the quality of workmanship and materials, harmony of external design with respect to topography and finish grade elevation. A copy of said plans for said dwelling and a copy of the site layout shall be left on permanent file with said Powell Builders, Inc. and said house shall be built in general conformity therewith. No fence shall be erected, placed, or altered on any lot nearer to any street than the minimum building set back line unless similarly approved. Powell Builders, Inc. and their judgment and ruling on any proposed building plans and specifications, and harmony in the neighborhood, shall be final and conclusive.

11. It is understood and agreed that said restriction, conditions and limitations shall attach to and run with the land for a period of 25 years from the date of recording the restrictions herein, and at which time the said restrictions and limitations shall be automatically extended for successive periods of ten (10) years, unless by a vote of the then majority of the owners of the lots, it is agreed in writing to change said restrictions and limitations in whole or in



part. If the parties hereto, or any one of them or their heirs or assigns, shall violate, or attempt to violate any of the covenants, and either to prevent him or them, for so doing, or to recover damages or other dues from such violation.

12. No facilities, including poles or wires for the transmission of electricity, telephone messages and the like, shall be placed on or maintained on any lot. No external or outside antennas of any kind shall be allowed.

13. All front and side yards shall be sodded and landscaped. Any natural areas located anywhere on the lots must be regularly and attractively maintained.

14. Air conditioning units may not be located in front of any home. No window units or through-the-wall air conditioner units shall be allowed. No security bars or awnings shall be allowed.

15. No birds, reptiles, livestock or insects shall be kept or maintained on any of the property. Each lot owner shall be allowed no more than four (4) animals as domestic pets (i.e. dogs, cats, rabbits, etc.). Such pets shall not create a disturbance or be a nuisance to surrounding lot owners, nor be vicious in nature. It shall be within the authority of Powell Builders, Inc. to determine what constitutes a nuisance, disturbance or be vicious in nature.

16. No lumber, metals or bulk materials shall be stored or allowed to accumulate on any lot within the property, except those materials used during the course of construction of any approved structure or improvement.

17. No obnoxious, offensive or illegal activity shall be carried on upon any lot within the property, nor shall anything be done on any lot within the property which may become an annoyance or nuisance to other lot owners.

18. No clotheslines of any kind will be permitted on the exterior of any house.

19. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkempt conditions of structures or grounds which shall tend to decrease the beauty of the neighborhood as a whole.

20. Powell Builders, Inc. is empowered to collect annual and special charges from the owners of lots within the subdivision in order to provide for the maintenance of common areas and the entrances to the subdivision. Any owner by acceptance of a deed to a lot agrees to make payments of special and annual charges. There shall be an initial assessment of \$300.00, which will be due from any owner upon accepting title to a lot. It is anticipated that Powell Builders, Inc. will organize a not-for-profit corporation to be known as Indian Gate Homeowners Association, the purpose of which is to provide an entity for the enforcement of the foregoing Restrictions. The members of the Association shall consist of all the record owners of lots that are a part of the present properties and future properties as set out in the foregoing Restrictions. Powell Builders, Inc. will have the sole authority to decide when the Association shall be formed, and shall have the sole authority to enumerate its purposes and powers. Upon Indian Gate Homeowners Association being organized, the Association shall be empowered to collect the annual and special charges from the owners of the lots within the subdivision in order to discharge its duties and responsibilities to the members of Indian Gate Homeowners Association.

Invalidation of any one of these provisions or covenants by judgments 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 undersigned, John T. Powell, President of Powell Builders, Inc., has hereunto set his hand and seal on this the 14<sup>th</sup> day of October, 2003.

POWELL BUILDERS, INC.

BY:

  
\_\_\_\_\_  
JOHN T. POWELL - PRESIDENT

STATE OF ALABAMA )

20031022000707960 Pg 5/5 32.00  
Shelby Cnty Judge of Probate, AL  
10/22/2003 13:57:00 FILED/CERTIFIED

SHELBY COUNTY )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that John T. Powell whose name as President of Powell Builders, Inc., a corporation, is signed to the foregoing Restrictions, and who is known to me, acknowledge before me on this day that, being informed of the contents of the Restrictions, 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 the 14<sup>th</sup> day of October 2003.

Shela N. Otter  
NOTARY PUBLIC

My commission expires: 1/8/07