

LEE COUNTY

SHELTON PARK FIRST ADDITION

WHEREAS, The undersigned Cary Woods, Inc., heretofore caused a tract of land in or near Auburn, Lee County, Alabama, owned by it, to be surveyed, platted, and subdivided into lots, said survey having been made by Ralph O. Bush, Surveyor of Auburn, Alabama, all as shown by plat of survey dated 27 March 1981, approved by Auburn Planning Commission on May 8, 1984 and recorded in Plat Book 11 at Page 98 in the Office of the Judge of Probate of Lee County, Alabama on 9 May 1984 said subdivision being named and designated on said subdivision map as Shelton Park First Addition; and

WHEREAS, The said Corporation, as Owner of said subdivision desires that certain reasonable restrictions, limitations and conditions be placed upon the use of certain lots in said subdivision and that said conditions, limitations and restrictions shall attach to and run with the land for the purpose of and to the end that said subdivision shall be and continue to be an uncongested, healthy and desirable locality in which to live and maintain residences.

NOW, THEREFORE, The said Corporation, Owner and subdivider of said Shelton Park First Addition, does hereby declare that townhouse lots A-1 through A-80 inclusive, and Ninety-one (91) zero lot line single lots, B-1 through B-24, C-1 through C-24, D-1 through C-17, E-1 through E-26 inclusive in said subdivision shall be subject to the following conditions, limitations, and restrictions, to wit:

1. All lots hereinabove enumerated shall be known and described as residential lots. No structure shall be erected, altered or permitted to remain on any lot other than one single-family townhouse and zero-lot line houses, exceed two and one half stories in height with private garage or carport for no more than two cars and other accessory structures customarily used for residential occupancy.
2. No fence or wall shall be erected, placed or altered on any townhouse lot except in the back yard. Such a fence shall not be wider than the rear dimension of the townhouse structure and shall not enclose the back fifteen (15) feet of the lot. Fences on zero-lot line home lots shall not be placed nearer to the street than the front building line. A gate shall be provided in a fence on the lot line to allow the adjacent lot owner access for the purpose of maintaining his structure. No clothes lines shall be erected on any lots.
3. Owners of a house structure constructed on the lot line or within three (3) feet of the lot line shall have the right of reasonable access on the adjacent lot for the purpose of maintaining his home. When two zero lot line homes have a common separation wall between their respective structures and a joining roof area, each owner shall have the right to maintain and repair their portion of the common wall and roof with access as required on the adjacent structure to accomplish the required maintenance and repairs. The right of access shall be accomplished without damage to the adjacent property.
4. No dwelling shall be permitted on any lot at a cost of less than \$35,000 (excluding the cost of the lot), based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The floor area of the main structure, exclusive of outside storage, open porches and garages, shall not be less than 850 square feet.
5. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than six (6) feet to the opposite side of a zero lot. No garage or other permitted accessory building shall be located nearer than zero (0) feet to an interior lot line. No dwelling shall be located on any interior lot nearer than seventeen (17) feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

6. No dwelling shall be erected or placed on any lot having a width of less than 46 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 4,600 square feet. However, this paragraph No. 6 does not apply to Block A lots.

7. Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved on the first twenty-five (25) feet of the lot and as shown on the recorded plat. The granting of easements or right of access shall not prevent the use of the area by the owner for any permitted purpose except for buildings. A right of pedestrian access by way of a driveway or open lawn area shall also be granted on each lot, from the front lot line to the rear lot line to any utility company having an installation in the easement. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

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

9. No structure of a temporary character, trailer, motorhome, basement, tent, shack, boat, garage, barn, or other outbuilding, shall be used on any lot at any time as a residence either temporarily or permanently.

10. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, 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.

11. 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.

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

13. 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. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

14. 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 systems as installed shall be obtained from such authority and from the Architectural Control Committee.

15. No individual sewage-disposal system shall be permitted on any lot.

16. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (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 twenty (20) 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 sightline limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain with such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

17. No building shall be placed nor shall any material or refuse be placed or stored on any lot within ten (10) feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

18. 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 thirty years from the date these covenants are recorded, after which time said covenants shall expire unless extended. One or more extensions of the term of these covenants may be made by recording, prior to the expiration of the original term or any extension thereof, an instrument thereof, an instrument signed by a majority of the then owners if the lots agreeing to extend the term of said covenants; no extension shall be for a term longer than ten years.

19. 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.

20. Invalidation of any one of these covenants by judgement 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 said Cary Woods, Inc. has caused this instrument to be executed in its name by Lewis A. Pick, Jr., President, and its corporate seal to be hereto affixed and attached by Frances B. Pick, its Secretary, being duly authorized this 29th day of November, 1984.

CARY WOODS, INC
Lewis A. Pick, Jr.
Lewis A. Pick, Jr., President

ATTEST:

Frances B. Pick
Frances B. Pick, Secretary

STATE OF ALABAMA I

LEE COUNTY I

I, Faye B. Henderson, a Notary Public in and for said County in said State, hereby certify that Lewis A. Pick, Jr., whose name as President of the Cary Woods, Inc., a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she, 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 29th day of November, 1984.

Faye B. Henderson
Notary Public

MY EXPIRATION DATE IS 4-8-86

STATE OF ALABAMA,

LEE COUNTY

OFFICE OF PROBATE JUDGE

I hereby certify that this instrument was filed in my office for record on the 29 day of Nov. 19 84 at 4:00 o'clock P M. and was duly recorded on the 3 day of Dec 19 84 in Book 1191 at Page 732 and that the following tax has been paid thereon:

Mortgage Tax \$ _____

Deed Tax \$ _____

Hal Smith
Judge of Probate

STATE OF ALABAMA)

AMENDMENT TO RESTRICTIVE COVENANTS

COUNTY OF LEE

WHEREAS, on November 29, 1984, Cary Woods, Inc., an Alabama corporation, was the owner of all of the lots in Shelton Park, First Addition, a subdivision which is platted and recorded in the Office of the Judge of Probate of Lee County, AL, in Plat Book 11, at Page 98;

WHEREAS, by instrument dated November 29, 1984, of record in the Office of the Judge of Probate of Lee County, AL, the said Cary Woods, Inc. did subject and impose upon all of the lots of said subdivision certain restrictive covenants, which said restrictive covenants are of record in the Office of the Judge of Probate of Lee County, AL, in Deed Book 1191, at Page 732, et seq; and

WHEREAS, as of today's date, the undersigned parties are the only owners of lots in said subdivision and that the undersigned are desirous of amending the above-described restrictive covenants dated November 29, 1984;

NOW THEREFORE, the undersigned Cary Woods, Inc., an Alabama corporation; James Brian Stark; Betsy M. Brown; J. K. Lowe and Viola K. Lowe, Jr., husband and wife; Linda S. Torbert, Faye W. Notgrass; Michael J. Cobb and Debra E. Cobb, husband and wife; Seyedmehdi Mobini and Marzieh Mobini, husband and wife; Clinton H. LeNoir, Jr. and Barbara Edwards LeNoir, husband and wife; James G. Jones and Pamela A. Jones, husband and wife; Marty A. Thomas; Mark D. King and Bonnie Y. King, husband and wife; John Dean Wimberly and Rebecca C. Wimberly, husband and wife; John C. Yarbrough and Miriam L. Yarbrough, husband and wife; A. Lynn Harris, and Arthur D. Stringer and Maureen N. Stringer, husband and wife, all being owners of lots in said Shelton Park, First Addition, do hereby declare that all the lots contained within said subdivision shall continue to be subject to all of the conditions, limitations and restrictions which are set out in that certain instrument entitled "RESTRICTIVE COVENANTS, SHELTON PARK, FIRST ADDITION," dated November 29, 1984, of record in the Office of the Judge of Probate of Lee County, Alabama, in Deed Book 1191, at Page 732, and in addition the following numbered amendments should be included:

PARTY WALLS

21. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
22. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.
23. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts of omissions.
24. Weatherproofing. Notwithstanding any other provision of this Addendum, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
25. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Addendum shall be appurtenant to the land and shall pass to such Owner's successors in title.
26. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Addendum, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.
27. Easement for Overhang. On lots with a zero building lot line there is hereby granted an easement for overhang not to exceed three (3) feet onto the adjoining lot. Where such overhang exists, the owner of the lot with the overhang shall have reasonable access onto the adjoining lot for the purpose of maintaining his structure.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 17th day of May, 1985.

CARY WOODS, INC.

By: Lewis A. Pick, Jr.
Lewis A. Pick, Jr.
as its President

ATTEST:

Frances B. Pick
Frances B. Pick
as its Secretary

Lot A-1 A. Lynn Harris
A. Lynn Harris

Lot A-2 James Brian Stark
James Brian Stark

Lot A-3 Betsy M. Brown
Betsy M. Brown

Lot A-4 J. K. Lowe, Jr. Viola K. Lowe
J. K. Lowe, Jr. Viola K. Lowe

Lot A-5 Linda S. Torbert
Linda S. Torbert

Lot A-6 Faye W. Notgrass
Faye W. Notgrass

Lot B-9 Michael J. Cobb Debra E. Cobb
Michael J. Cobb Debra E. Cobb

Lot B-11 Seyedmehdi Mobini Marziel Mobini
Seyedmehdi Mobini Marziel Mobini

Lot B-13 Clinton H. LeNoir, Jr. Barbara Edwards LeNoir
Clinton H. LeNoir, Jr. Barbara Edwards LeNoir

Lot B-14 James G. Jones Pamela A. Jones
James G. Jones Pamela A. Jones

Lot B-16 Martyn Thomas
Martyn Thomas

Lot B-17 Arthur D. Stringer Mautreen M. Stringer
Arthur D. Stringer Mautreen M. Stringer

Lot B-20 Mark D. King Bonnie Y. King
Mark D. King Bonnie Y. King

Lot B-22 John Dean Wimberly Rebecca C. Wimberly
John Dean Wimberly Rebecca C. Wimberly

Lot B-24 John C. Yarbrough Miriam L. Yarbrough
John C. Yarbrough Miriam L. Yarbrough