

STATE OF ALABAMA

COLBERT COUNTY

KNOW ALL MEN BY THESE PRESENTS that River Manor Properties, Inc., a corporation, as the sole owner of all the property embraced in that subdivision shown on the map and plat prepared by Foster F. Fountain, Jr., Registered Engineer and Land Surveyor, which said subdivision is described and designated as "River Oaks - Section IV", located in Sheffield, Colbert County, Alabama, and said map and plat is recorded in the Office of the Judge of Probate of Colbert County, Alabama, in Plat Book 4 Page 36 does hereby impose on the lots provided in said plat the hereinafter setforth building restrictions and protective covenants, for the benefit of the present owner and its successors and assigns as follows:

(1) The building restrictions and protective covenants herein setforth in their entirety shall apply to the entire subdivision known and designated as "River Oaks-Section IV" Sheffield, Colbert County, Alabama, and shall run with the land and be binding upon all parties and all persons claiming thereunder until January 1, 1985, at which time said restrictions and covenants shall be automatically extended for successive period of ten (10) years unless by vote of a majority of the then owners of the lots in said subdivision it is agreed to discontinue said covenants in whole or in part.

(2) All lots or building sites in the subdivision are for residential use only and not more than one residence shall be erected on any lot or building site as herein described. No building shall be erected, altered, placed or permitted to remain on any building site other than one detached single family dwelling not to exceed two and one-half stories in height, excluding basement, and a private garage and other out buildings incidental to residential use of the lot or building site. A garage conforming in architecture with the main house may be built as a part of the main house, but no separate garage or other structure shall be erected nearer the front line of the lot or building site than the rear line of the main house. A building site may consist of one lot as shown on the recorded plat, or it may consist of parts of said lots provided that if the building site consists of parts of said lots then it shall have at least fifteen thousand (15000) square feet of property and it shall have a minimum of one hundred (100) feet along the building set back line shown on the recorded plat.

(3) 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 set back lines shown on the recorded plat. No dwelling or any other accessory building shall be located nearer than fifteen (15) feet to any interior lot line and no accessory building shall be located nearer than fifteen (15) feet to the rear lot line. The rear line of the main structure of any dwelling shall not be closer than forty (40) feet to the rear lot line. For the purposes of this covenant, eaves, steps and terraces shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building to encroach upon the property of another.

(4) Perpetual easements are reserved for storm sewers and water drainage as shown on recorded plat and perpetual easement is reserved across all property in said subdivision for the flow of water from storm sewers and water drainage.

(5) Easements are reserved for utility installation and maintenance as shown on said recorded plat.

(6) The ground floor area of any dwelling house constructed in said subdivision, exclusive of porches and garages, shall not be less than fifteen hundred (1500) square feet for a one story dwelling, nor less than twelve hundred (1200) square feet for a dwelling of more than one story. No dwelling or appurtenant dwelling shall be constructed of exposed concrete blocks, painted or unpainted, or of asbestos siding or perma-stone. All drive ways in said subdivision shall be of hard surface material.

(7) 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 hindrance to the neighborhood.

(8) 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, temporarily or permanently, except that servants may reside in garage or outbuilding.

(9) No sign shall be displayed to the public view on any lot except one sign not more than five (5) square feet advertising the property for sale or rent, or a sign used by a builder to advertise the property during the construction and sales period.

(10) 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.

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

(12) No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structure on the lot or building site have been approved by a committee to be known as the Planning Committee as to the quality of workmanship and materials, harmony of exterior 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 or building site unless similarly approved. Approval shall be as hereinafter provided.

(13) The Planning Committee will be composed of E.H. Darby, John F. Darby and Jas. E. Smith, Jr. A majority of said committee may designate a representative to act for and in its behalf. In the event of death or resignation of any member of the committee the remaining member or members shall have the authority to designate a successor or successors. Neither the members of the Committee nor its designated representative shall be paid for services performed pursuant to this covenant. The powers, duties and membership of this committee may be changed or terminated at any time through a duly recorded written instrument signed and executed by the record owners of a majority of the lots in this subdivision.

(14) The Planning Committee's approval or 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 ten (10) days after plans and specifications have been submitted to it, then approval will not be required. In the event plans and specifications are not submitted and no suit to enjoin the construction has been commenced prior to the completion thereof then approval will be deemed to have been waived.

(15) Should any person or persons 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 subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to restrain him or them from so doing or to recover damages for such violation.

(16) Invalidations of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

This 29th day of February, 1960.

(SEAL)

ATTEST:  
John F. Darby  
Secretary

RIVER MANOR PROPERTIES INC.

By: E. H. Darby  
President

Acknowledged in code form by E. H. Darby as President of River Manor Properties, Inc., before Mary C. Stanley, Notary Public for Colbert County, Alabama on February 29, 1960. SEAL.

Filed: March 1, 1960.

Recorded: Deed Bk. 246, Pages 266-268.