

STATE OF ALABAMA)

SHELBY COUNTY)



19780605000070010 1/2 \$.00
Shelby Cnty Judge of Probate, AL
06/05/1978 12:00:00 AM FILED/CERT

The undersigned, Johnson-Rast & Hays Co., Inc., owns all Lots in Altadena Bend, Fourth Sector, as recorded in Map Book 7, Page 69, in the Office of the Judge of Probate of Shelby County, Alabama, and does hereby adopt the following restrictions as to the use of said property:

1. No structure other than one, detached single-family dwelling with private garage shall be erected, placed, altered, or permitted to remain on any lot embraced in said subdivision.
2. Said property shall be used for residential purposes only, and not for any purpose of business or trade.
3. No dwellings shall be erected on less than twelve hundred (1,200) square feet ground floor area for one-story buildings, exclusive of porches and garages. Any dwelling having residential living area on more than one story, must contain at least one thousand (1,000) square feet of residential living area on at least one of the stories.
4. No lot may be subdivided or reduced in size by voluntary alienation, judicial sale or other proceedings, except with the written consent of Johnson-Rast & Hays Co., Inc., its successors or assigns.
5. No noxious or unlawful activity or trade of any kind shall be carried on upon said lots nor shall anything be done thereon which shall cause or may become an annoyance or nuisance to the neighborhood.
6. No trailers, basements, shacks, tents, garage, barn or other out building shall be erected on lots for use either temporarily or permanently as a residence, nor shall any type of building whatsoever of temporary character be used as a residence.
7. (a) All plans and specifications of residences on any lot in said subdivision shall be first filed with and approved by Johnson-Rast & Hays Co., Inc., before any construction is commenced. Said Johnson-Rast & Hays Co., Inc., shall have the authority to require modifications and changes in plans and specifications, if it deems the same necessary in its sole judgment to seek confirmity of the proposed dwelling with the restrictions hereof.

(b) The authority to review and approve any plans and specifications as provided herein is a right and not an obligation. Contractors and owners shall have the sole obligation to oversee and to construct dwellings in accordance with the restrictions hereof and the plans and specifications approved by Johnson-Rast & Hays Co., Inc. Nothing in this instrument shall be construed, implied or relied upon by anyone as imposing or placing upon Johnson-Rast & Hays Co., Inc.,

1. The obligation to supervise construction of dwellings,
2. Any liability for any deviations, non-conformity or failure to comply with the restrictions hereof,
3. The obligation to correct or liability for failure to correct any acts of commissions or omissions, errors, oversights, and/or mistakes made by any contractor, builder, public or quasi-public agency or individual lot owner.

Johnson Rast & Hays

(c) The authority of Johnson-Rast & Hays Co., Inc., as herein granted shall continue until such time as Johnson-Rast & Hays Co., Inc., elects to terminate its participation herein, provided, however, that if not sooner terminated, the authority of Johnson-Rast & Hays Co., Inc., shall terminate when it has sold, transferred or conveyed all lots in Winewood, Second Sector. In the event Johnson-Rast & Hays Co., Inc., shall elect to terminate its participation it shall do so by filing a document to that effect with the Judge of Probate of Jefferson County, Alabama.

8. It is understood and agreed that the foregoing conditions, limitations and restrictions shall attach to and run with the land for a period of twenty-five (25) years from June 1, 1978, at which time limitations and restrictions shall be automatically extended for successive periods of ten years, unless by a vote of the majority of the then owners of the lots it is agreed to change said restrictions and limitations in whole or in part, and that it shall be lawful for said Johnson-Rast & Hays Co., Inc., its successors or assigns, to institute and prosecute any proceedings at law or in equity against the person, persons, corporation, or corporations violating or threatening to violate said conditions, limitations and restrictions; and failure to institute proceedings for any one or more violations, shall not constitute approval of same, or be construed as a waiver of any right of action contained herein, for past or future violations of said restrictions.

9. Any and all of the foregoing covenants, terms, conditions, restrictions and limitations can be altered, changed, cancelled or amended at any time by Johnson-Rast & Hays Co., Inc., its successors or assigns.

IN WITNESS WHEREOF, the said Johnson-Rast & Hays Co., Inc., has executed this instrument on this the 31st day of May, 1978.

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Shelby Cnty Judge of Probate, AL
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JOHNSON-RAST & HAYS CO., INC.

BY

Its President

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned authority, in and for said County, in said State, hereby certify that ROBERT E. REED, whose name as President of Johnson-Rast & Hays Co., Inc., a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 31st day of May, 1978.

NOTARY PUBLIC

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1978 JUN -5 PM 1:36

Judge of Probate

Rec. 300
Sub-100
400