

319
RESTRICTIONS

1. That said property shall be used for residential purposes only and not for any purpose of business or trade, and that no more than one single family dwelling house of not less than 1400 sq. ft. of living space may be erected on each residential lot and said dwelling is not to exceed 2½ stories in height.

2. No building shall be erected or allowed to remain on any residential lot in said development within 150 feet of the front property line or within 10 feet of any side property line of said lots, except by approval in writing from Fogle Enterprises, Inc., its successors or assigns.

3. Exposed exterior walls composed of the following materials shall be prohibited: unfinished concrete block materials, asbestos shingles, sheetrock or other similar materials, imitation asphalt brick.

4. No obnoxious 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 nuisance to the neighborhood.

5. No trailer, mobile home, basement without finished superstructure, tent, or any temporary structures erected on lots in the development hereinabove mentioned, shall at any time be used as a residence, temporary or permanent, except that an attractive house trailer or mobile home may be so used for a maximum of 1 year.

6. Fences may be erected to the rear of the dwelling house, but none shall be so erected nearer the front of the lot than the rear-most portion of any dwelling house.

7. Animals or fowls will be allowed, except pigs, goats or chickens. No dog kennels will be allowed, or more than one (1) horse per acre on each lot.

8. No outbuilding shall be constructed any nearer the front of the lot than the rearmost portion of any dwelling house.

9. When construction of any building is once begun, work thereon must be prosecuted diligently and continuously, with the exposed exterior completed within 12 months.

10. No lot shall be further subdivided, except by written approval of Fogle Enterprises, Inc., its successors or assigns and the Alabama Board of Health.

11. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkept condition of buildings or grounds on such lot which shall tend to decrease the beauty of the specific area or of the neighborhood as a whole.

12. No building shall be erected, place or altered on any lot until the construction plans & specifications and a plat showing the location of the structure have been approved in writing by Fogle Enterprises, Inc., its successors or assigns.

13. No signboard of any description shall be displayed on any residential lot, with the exception of "For Sale" or "For Rent" signs, which shall not exceed two feet by three feet.

14. That until such time as a municipal sewage system is available, sewage disposal shall be only by septic tanks which shall be constructed and maintained in a manner satisfactory to the Alabama Board of Health.

15. Fogle Enterprises, Inc. reserves to itself, its successors or assigns, the right to grant rights-of-way to use all streets or roadways to any person, firm or corporation for the purpose of erecting thereon and installing thereover such poles, wires, guys, guy wires, pipelines and other equipment or apparatus as may be necessary or desirable for the purpose of supplying the premises adjacent thereto with electricity, telephone, water, sewer and gas service, including, but not restricted to, the right to trim trees where necessary or advisable for the safe operation thereof, and to conduct telephone and electric light wires over said lots from the poles located on

52 PAGE 485
BOOK

Dan Spiller

said streets or roadways.

16. If any person shall violate or attempt to violate any of the restrictions contained herein, it shall be lawful for any other person or persons owning any of the lots in said development to prosecute any proceedings at law or in equity, against the person or persons violating or attempting to violate any such restrictions and either to prevent him or them from so doing or to recover damages for such violation. It being understood that this right extends not only to the present owners of said lots, but also to any future lot owners as well.

17. Invalidation of any one of these restrictions by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

18. All of the said restrictions shall constitute covenants running with the land and all of the deeds hereafter made conveying said lots shall be made subject to the restrictions hereinbefore set out.

The property made the subject of these Restrictions is located in Shelby County Alabama and more particularly described as follows:

A parcel of land located in the S 1/2 of the SW 1/4 of the NW 1/4 of Section 9, Township 21 South, Range 2 West, Shelby County, Alabama, described as follows: Begin at the SW corner of the E 1/2 of the SW 1/4 of the NW 1/4 of said Section 9; thence run North along the West line of said twenty a distance of 196.57 feet; thence turn right 92 deg 10 min. 56 sec. a distance of 665.27 feet; thence turn right 87 deg. 48 min. 36 sec. a distance of 196.57 feet to the SE corner of the SW 1/4 of the NW 1/4; thence turn right 92 deg. 11 min. 24 sec. along the southline of said 1/4-1/4 section a distance of 665.30 feet to the point of beginning; being situated in Shelby County, Alabama.

Done this first day of September, 1983.

FOGLE ENTERPRISES, INC.

By: Richard Fogle
F. Richard Fogle, Its President

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned

a Notary Public in and for said County, in said State,

hereby certify that F. Richard Fogle

whose name as President of Fogle Enterprises, 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 and official seal, this the 1st day of September, 1983

STATE OF ALA. SHELBY
COUNTY
I HEREBY CERTIFY
THAT THIS INSTRUMENT
WAS FILED

1983 SEP -9 AM 9:15

Thomas A. [unclear]
CLERK OF PROBATE

Notary Public

Rec 3.00
Ind 1.00
H.00