

③ 12.3.85

STATE OF ALABAMA)
SHELBY COUNTY)

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DECLARATION OF RESTRICTIONS

WHEREAS, Robert Riley and Robert A. Enoch are the sole owners of the following described real estate situated in Shelby County, Alabama, to-wit:

The West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$, the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$, and the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, all in Section 22, Township 18 South, Range 1 West, Shelby County, Alabama.

WHEREAS, it will be to the mutual benefit of the owners of said property and to all prospective owners of portions of said property and to the general public to subject said property to restrictions and limitations for the use of said property, therefore, during the time the terms of this instrument are in effect, the owners and their successors in title and assigns, shall not convey any tract of land in the property unless such conveyance is made subject to the following covenants, terms, conditions, restrictions and limitations hereinafter set forth:

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants herein expressed, and other good and valuable considerations, Robert Riley and Robert A. Enoch as owners and tenants in the above described property located in Shelby County, Alabama, do hereby covenant and agree that no one of them, their heirs, executors, administrators, or assigns, will convey any of said property unless such conveyance is made subject to the following conditions, restrictions and limitations, viz:

1. There shall be no commercial or industrial use of the land, however, commercial breeding, boarding and maintenance of livestock and animals shall be permitted. Such commercial breeding shall not be conducted in such a fashion so as to create an objectionable condition of noise pollution, odor pollution, sanitary pollution or physical intrusion as a direct or indirect consequence of the conduct of said breeding, boarding and maintenance activities. A condition shall be deemed objectionable when it shall impair the free and proper use of adjacent properties for residential purposes.

2. No owner shall create or permit a nuisance on any part of the land.

3. There shall not be built, maintained, or kept on any portion of the land a cesspool, privy, or privy vault or receptacle of any kind for the storage of liquid waste, except septic tanks of an improved type satisfactory to the County Health authorities properly laid with the under-drains. No septic tanks may be constructed within twenty (20) feet of an adjoining property line. No sewer or drainage line shall be laid on said tract which shall empty on, or become a nuisance to the adjoining remainder of the land. Only flush type toilets shall be used.

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4. The subject property consists of 200 acres ±, which is further divided into five 40 acre tracts. None of the 40 acre tracts shall be divided into more than four (4) separate parcels; and no parcel being subdivided from any such 40 acre tracts shall be less than five (5) acres in size.

5. All residential housing on the subject property shall have a minimum square footage of 2,500 square feet in the main living areas which shall include the second story of a two story dwelling, but shall not include any area in a basement or garage, whether finished or unfinished. This restriction shall not prohibit the construction of one guest house per parcel which shall not be required to meet the minimum square footage requirements herein.

6. All residences, stables, pump houses, garages, guest houses, and other out buildings shall be set back a minimum of fifty (50) feet from any boundary line contiguous to any parcel which is in the property.

7. The owners of as many as 2/3 of the acres comprising the property which is subject to these restrictions may at any time, by a declaration to that effect, in writing, filed for record in the Probate Office of Shelby County, Alabama, terminate or modify these covenants as to all owners subject thereto.

8. 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. Such enforcement action shall be brought by the owner herein named, their successors or assigns and in the event any subsequent owner fails to act within thirty (30) days after receipt of written notice by any owner of the portion of the land requesting enforcement action, then any owner of any portion of the land shall have the right to institute enforcement action. In the event any such action is brought against an owner of any portion of the land to enforce any of the terms or provisions of these restrictions, then the Court costs and attorney's fees incurred in such proceedings shall be taxed against the owner found in violation.

9. Invalidation of any of these covenants by judgment or Court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

10. This agreement shall take effect and be in full force immediately upon execution by the parties hereto and the same being filed for record and shall continue in force for a period of ten (10) years from the date of said filing unless extended by a vote of the owners of as many as 2/3 of the acres comprising the property which is subject to these restrictions.

It is understood and agreed that as a part of the consideration of this agreement, the parties hereto agree to conform to the foregoing conditions, limitations, and restrictions and that said conditions, limitations, and restrictions shall attach to and be a mutual covenant running with the land, and all successive future owners of any portion of the land shall have the same right to invoke and enforce the provisions of this declaration as the original parties hereto.

Any deed, lease, conveyance, or contract made in violation of this agreement shall be void and may be set aside on petition of one or more of the parties hereto, their successors in interest, executors, administrators, or assigns, who shall be deemed parties to the same effect as the original signers.

The provisions of this agreement are severable. If any clause, sentence, or paragraph of this agreement is declared invalid or unconstitutional, such declaration shall not effect such parts that remain.

The signatures of MARITA JAYNE POOLE YELLOIN,

_____, and _____

_____ are subscribed hereto, being mortgagees of the property and by their signatures hereto they acquiesce to the matters contained herein, and subordinate such mortgages to this document.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 3 day of December, 1985.

Robert R. Riley
ROBERT RILEY

Robert A. Enoch
ROBERT A. ENOCH

Martha Jayne Poole Yelloin
MORTGAGEE

MORTGAGEE

MORTGAGEE

MORTGAGEE

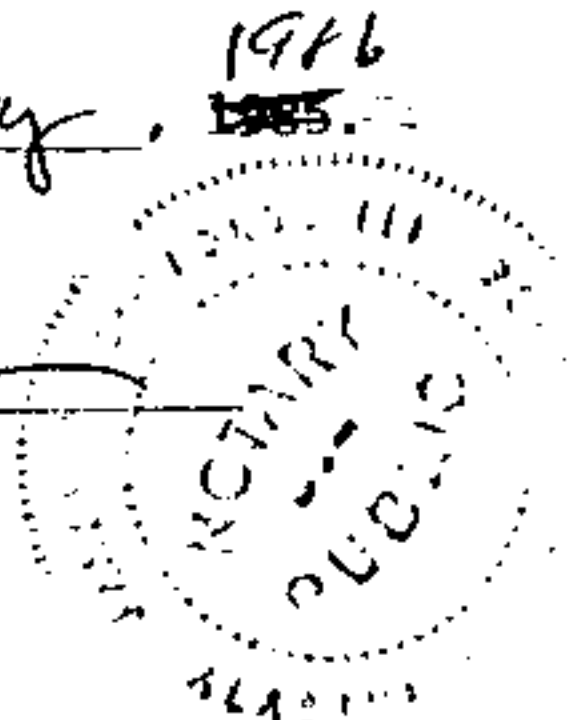
STATE OF ALABAMA)

Shelby COUNTY)

Before me, the undersigned authority in and for said County, in said State, personally appeared Robert Riley and Robert A. Enoch, who, being known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Declaration, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 9 day of January, 1985.

[Signature]
NOTARY PUBLIC



STATE OF ALABAMA)

_____ COUNTY)

Before me, the undersigned authority in and for said County, in said State, personally appeared _____, who, being known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Declaration, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the _____ day of _____, 1985.

NOTARY PUBLIC

STATE OF ALABAMA)

Jefferson COUNTY)

Before me, the undersigned authority in and for said County, in said State, personally appeared Martha Joyce Poole Velling, who, being known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Declaration, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 3rd day of December, 1985.

[Signature]
NOTARY PUBLIC

My Commission Expires 2/5/88

STATE OF ALABAMA)

_____ COUNTY)

Before me, the undersigned authority in and for said County, in said State, personally appeared _____, who, being known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Declaration, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the _____ day of _____, 1985.

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

1986 JAN 10 PM 1:26

NOTARY PUBLIC

Judge of Probate

RECORDING FEES

Recording Fee	\$ 10.00
Index Fee	1.00
TOTAL	\$ 11.00