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AGREEMENT REGARDING RESTRICTIVE COVENANTS APPLICABLE
TO
LOT 1 RARIC ESTATES

This Agreement made the 29th day of December,
1988, between Vernon R. Ray, Jr. aka Vernon R. Ray and Jeffrey
P. Vantosh as Developers of Raric Estates of Shelby County,
Alabama, herein referred to as "Developers", and A. J. Smith
and Katherine M. Smith of Shelby County, Alabama, herein referred
to as "Grantees".

Grantees are now the owner of the following described
property, to-wit:

Lot 1 according to the Survey of Raric Estates, as
recorded in Map Book 9 Page 140 in the Probate Office
of Shelby County, Alabama.

The Grantees, A. J. Smith and Katherine M. Smith, have
requested Vernon R. Ray, Jr. aka Vernon R. Ray and Jeffrey P.
Vantosh modify the original restrictions contained in the
Restrictive Convenants and Deed conveying the above mentioned
property. The purpose of such modification is to grant the
Grantees, their heirs and assigns, the right to use said
property. The said Vernon R. Ray Jr. aka Vernon R. Ray and
Jeffrey P. Vantosh, as the Developers of other real property in
Raric Estates have agreed to such modification as herein
provided.

In consideration of the sum of one dollar (\$1.00) and other
good and valuable considerations paid by the Developers to the
Grantees, the receipt whereof is hereby acknowledged, and the
approval of the plans and specifications of Grantees by the

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Henry E. Lagnan
ATTORNEY AT LAW

SUITE 101
200 CAHABA PARK SOUTH
BIRMINGHAM, ALABAMA 35244

Developers. The Developers and Grantees mutually hereby consent that the original Restrictive Covenants, contained in Book 105 Page 724, shall encumber the property more specifically described as Lot 1 according to the survey of Raric Estates as recorded in Map Book 9 Page 140 in the Probate Office of Shelby County, Alabama.

BOOK 225 PAGE 135 The said Grantees, their heirs and assigns, shall have the right and they shall hereby be granted the right to use the premises for the erection and maintenance of a residence in the same manner as though the original Restrictive Covenants had been made prior to the date of Grantees Deed. Grantees, their heirs and assigns, further agree that said restrictive covenants shall run with and apply to the land herein.

Grantees have further agreed to make improvements as evidenced by a memorandum dated 12/05/88 attached as Exhibit A herewith and made a part of this agreement. Grantees further agrees to replace the windows on the front of said structure.

In return for such consideration and approval of such plans and modifications by the Developers and adoption of the restrictive covenants upon the property by the Grantees in accordance with those recorded in Book 105 Page 724, said Developers herewith approve the plans as specified in the memorandum dated 12/05/88, which is attached herewith and made as Exhibit "A" as if fully setforth.

IN WITNESS WHEREOF, the parties have executed this Agreement at Shelby County, Alabama the day and year first written above.

Vernon R. Ray Jr.
Vernon R. Ray Jr., aka
Vernon R. Ray

A. J. Smith
A. J. Smith

Jeffrey P. Vantosh
Jeffrey P. Vantosh

Katherine M. Smith
Katherine M. Smith

General Acknowledgment

STATE OF ALABAMA }
COUNTY OF SHELBY }

I, Blondella Johnson, a Notary Public in and for said County, in said State, hereby certify that Vernon R. Ray, Jr. aka Vernon R. Ray whose name 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 conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 29th day of December, 1988.

Blondella Johnson
Notary Public
My commission expires: 2/27/92

General Acknowledgment

STATE OF ALABAMA }
COUNTY OF SHELBY }

I, Duluth N. Lagman, a Notary Public in and for said County, in said State, hereby certify that Jeffrey P. Vantosh whose name 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 conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 29th day of December, 1988.

Duluth N. Lagman
Notary Public
My commission expires: 3/28/90

General Acknowledgment

STATE OF ALABAMA }
COUNTY OF SHELBY }

I, Shonda Johnson, a Notary Public in and for said County, in said State, hereby certify that A. J. Smith whose name 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 conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 28th day of December, 1988.

Shonda Johnson
Notary Public

My commission expires: 5/27/92

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General Acknowledgment

STATE OF ALABAMA }
COUNTY OF SHELBY }

I, Shonda Johnson, a Notary Public in and for said County, in said State, hereby certify that Katherine M. Smith whose name 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 conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 28th day of December, 1988.

Shonda Johnson
Notary Public

My commission expires: 5/27/92

EXHIBIT "A"

12/5/88

Rick Ray:

With regard to our telephone conversation, listed below are items to be replaced on our house that has been moved to New Hope Mt. Rd.

1. Completely new brick from ground up
2. New roof
3. New seamless gutters and down spouts
4. Bay Window to replace picture window
5. New heating system
6. New Air Condition
7. New tile on baths
8. New carpet on bedrooms
9. Hardwood floors to be refinished in living room, dining room, den and Hall
10. All interior doors to be replaced with six panel and new hardware.
11. New fireplace in den and downstairs den
12. Replace wall paper
13. New wooden deck off den 20' x 10'
14. Complete new paint inside and outside
15. Downstairs to have 20' x 30' playroom
16. Bath downstairs
17. Completely new foundation
18. Full concrete basement
19. Drive way to be finished with asphalt or concrete
20. Yard to be landscaped with grass, shrubs and trees

A.J. Smith
A.J. Smith
822-1238

1552

RESTRICTIVE COVENANTS APPLICABLE
TO
RARIC ESTATES

(A) The following restrictions and reservations shall be applicable to the subdivision known as RARIC Estates as developed by Rick Ray Jr. and Jeffrey P. Vantosh, owners of all the lots in the survey of RARIC ESTATES as recorded in Map Book 9, Page 140, in the Probate Office of Shelby County, Alabama.

(B) These restrictions shall apply to all of the lots in the survey of RARIC ESTATES as follows:

Lots 1 through 6 inclusive Block 1

(C) RESIDENCE USE AND BUILDING TYPE. No lots shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one half stories in height and private garage for not more than three cars.

(D) ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specification and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external 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 nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part P.

(E) DWELLING COST, QUALITY, AND SIZE. No dwelling that does not meet the following minimum square footages of finished livable area exclusive of open or enclosed porches, patios, decks or garages shall be permitted on any lot.

One Story Residence.....	1800 sq. ft.
One and One-Half Story Residence.....	2000 sq. ft.
Two Story Residence.....	2300 sq. ft.

(F) BUILDING LOCATION. No residence shall be located on any lot nearer than the minimum setback shown on final plat, nor nearer than 50 feet to the side street line. No residence shall be located nearer than 20 feet to one interior lot line and 20 feet to the other lot line. No dwelling shall be located on any lot nearer than 50 feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a dwelling, provided however that this shall not be construed to permit any portion of a building on a building on a lot to encroach upon another lot.

(G) LOT AREA AND WIDTH. No dwelling shall be erected on any lot having a width of less than 100 feet at the actual (not minimum) building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 30,000 square feet exclusive of easements and right of ways.

(H) EASEMENTS. Easements for installment and maintenance of utilities

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Henry P. [redacted]

and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. 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.

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

(J) TEMPORARY STRUCTURES. 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, either temporarily or permanently.

(K) SIGNS. 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 sale period.

(L). OIL AND MINING OPERATIONS. 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, funnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon on any lot.

(M). LIVESTOCK AND POULTRY. No animal, livestock, or poultry of any kind shall be raised, bred, kept on any residential lot, except as follows:

1) One horse per one acre may be kept on any two acre or larger lot provided they are not kept, bred, or maintained for any commercial purpose.

2) Dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

(N) GARBAGE AND REFUSE DISPOSAL. 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.

(O) SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six 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 25 feet from the

intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten 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 within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(P) ARCHITECTURAL CONTROL COMMITTEE. The architectural control committee is composed of Rick Ray Jr. and Jeffrey P. Vantosh Jr. all being property owners in RARIC ESTATES. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

(Q) PROCEDURE. The 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 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

(R) TERM. 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 twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

(S) ENFORCEMENT. 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.

(T) SEVERABILITY. Invalidation 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.

(U) Architectural control committee retains the authority to make exceptions to specific details within these covenants when violations occur if the intent of the covenants, as determined by the COMMITTEE, is fulfilled.

(V) A plot plan of each lot, prepared to scale and showing the position of the dwelling on the lot; the proposed location of septic tank and disposal field; the water lines serving the lot; other pertinent structures on the lot; and the location of septic tanks and disposal fields of abutting lots; shall be submitted to the Shelby County Health Department for approval prior to beginning construction of the dwelling.

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These covenants are subscribed to on this 16th day of December, 1986.

State of Alabama
Shelby County

I, the undersigned, a Notary Public in and for the State and County, hereby certify that Rick Ray Jr and Jeffrey P. Vantosh whose names as representatives of Rick Ray Jr. and Jeffrey P. Vantosh, signed the foregoing Subdivision Restrictions on the date the same bears date. They being fully informed of the contents signed the foregoing Subdivision Restrictions voluntarily.

Signed this 16th day of December, 1986.

Vernon R. Ray Jr aka
Vernon R. Ray

Jeffrey P. Vantosh
Jeffrey P. Vantosh

STATE OF Alabama
Jefferson COUNTY)

GENERAL ACKNOWLEDGEMENT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jeffrey P. Vantosh whose name is signed to the foregoing conveyance, and who is known to me, acknowledge before me on this day, that being informed of the contents of the conveyance he (she) (they) executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16th day of

December A.D. 1986.

NOTARY
PUBLIC

Walter N. Lagman

NOTARY PUBLIC

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STATE OF ALABAMA)
JEFFERSON COUNTY)

GENERAL ACKNOWLEDGEMENT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Vernon R. Ray Jr. whose name is signed to the foregoing conveyance, and who is known to me, acknowledge before me on this day, that being informed of the contents of the conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16th day of December A.D. 1986.



STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1986 DEC 18 AM 10:37

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
89 FEB -2 AM 11:57

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

RECORDING FEES	
Recording Fee	\$ <u>12.50</u>
Index Fee	<u>1.00</u>
TOTAL	\$ <u>13.50</u>

RECORDING FEES	
Recording Fee	\$ <u>25.00</u>
Index Fee	<u>1.00</u>
TOTAL	<u>26.00</u>

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