

STATE OF ALABAMA
SHELBY COUNTY

**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND RIGHTS**

BENTRAIL FARM

WHEREAS, heretofore on, to-wit, July 23, 1986, W. Paul Yeager and Clara Y. Yeager, as Owners, Bentrail Farm, did declare and execute restrictions and covenants pertaining to Bentrail Farm, which document was entitled "Declaration of Covenants, Conditions, Restrictions and Rights, Bentrail Farm", a copy of which is attached hereto as Exhibit "A" and made part and parcel hereof as fully as if set out herein, and

WHEREAS, said declarations and restrictions were recorded on said date in the Probate Records of Shelby County, Alabama, and

WHEREAS, all of the property in said Bentrail Farm has been sold and conveyed with the exception of approximately 5.82 acres, more or less, which has been surveyed and is shown on Exhibit "B" attached hereto and made part and parcel hereof as fully as if set out herein, and

WHEREAS, said property described on Exhibit "B" is still owned by W. Paul Yeager and Clara Y. Yeager who desire to subdivide the same into the two parcels as shown on said Exhibit "B", one of which will be slightly less than three acres in size, and

WHEREAS, the undersigned constitute all of the owners of all of the property and lots in said Bentrail Farm as described on Exhibit "A" aforesaid, and

WHEREAS, said owners of all of said property in Bentrail Farm have no objection to the subdivision of said remaining property into two parcels as shown on Exhibit "B" and consent thereto:

NOW, THEREFORE, in consideration of the above premises, the covenants and terms hereof, and in further consideration of the sum of One and no/100 Dollar (\$1.00) in hand paid by each of the undersigned parties to each of the other parties herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree, covenant, stipulate and contract as follows:

1. That the Declaration of Covenants, Conditions, Restrictions and Rights, Bentrail Farm, as shown on Exhibit "A" attached hereto and, specifically, paragraph "1. MINIMUM PARCEL SIZE." shall be and is hereby amended to read as follows:

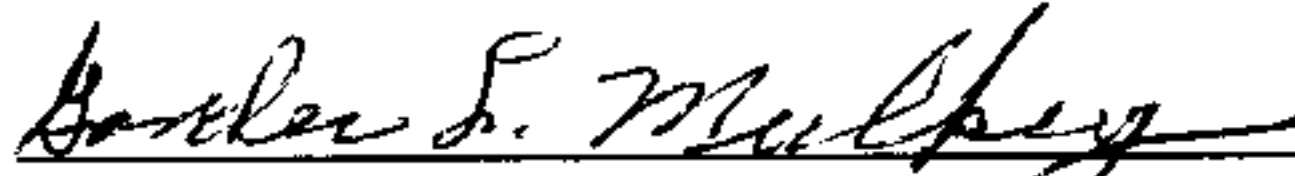
05/13/1996-15607
01:51 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
010 NCD 31.00


Inst # 1996-15607

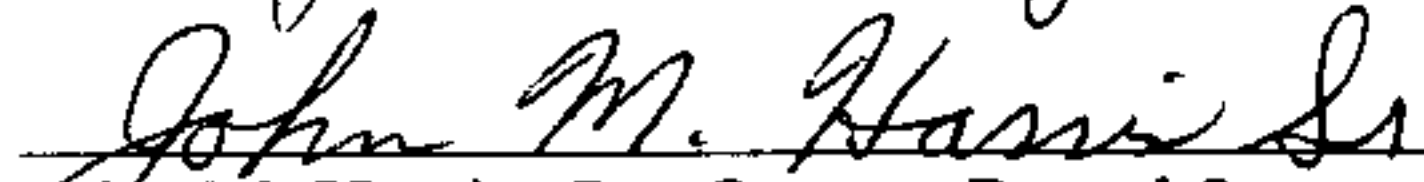
1. MINIMUM PARCEL SIZE. No parcel of land may be divided leaving any parcel less than three acres with the exception of the property now owned by W. Paul Yeager and Clara Y. Yeager which is described on Exhibit "B" attached hereto which said remaining property may be divided into two parcels, one consisting of 3.0 acres and one consisting of 2.82 acres, as shown on Exhibit "B" attached hereto (all these restrictions shall apply equally to all such parcels with the exception of the special provision herein made for said property described on Exhibit "B".)


2. We, the undersigned owners of all of the property in Bentrail Farm, do hereby agree that W. Paul Yeager and Clara Yeager, their heirs, successors and assigns forever, shall have the right to subdivide, sell and convey property shown on Exhibit "B" into two parcels, one consisting of 3.0 acres and one consisting of 2.82 acres as shown on said Exhibit "B", and all restrictions, covenants and limitations which would otherwise prohibit the same are hereby, and to such extent, modified and amended. Upon the subdivision of said property as shown on said Exhibit "B" attached hereto, there shall be no further subdivision of either of said parcels. All other covenants, conditions, restrictions and rights of Bentrail Farm as contained in the original restrictions and covenants shall remain in full force and effect and applicable to said property and all other property located in Bentrail Farm.

3. Each of the undersigned owners does hereby certify that he/she is the owner in fee simple of the property in Bentrail Farm indicated after their name and that they do for themselves, their heirs, executors and assigns, covenant and warrant that they are lawfully seized in fee simple of said premises, that they have a good right to execute this document, warrant and defend the legality of the same.


Gordon L. Mulkey, Owner, Parcel 1


Mary F. Mulkey, Owner, Parcel 1


John M. Harris, Sr., Owner, Parcel 2


Jan W. Harris Owner, Parcel 2


William D. Overstreet, Jr., Owner, Parcel 3


Lucy A. Overstreet, Owner, Parcel 3

Donna S. Treslar

Donna S. Treslar, Owner, Parcel 4

Charles S. Treslar

Charles S. Treslar, Owner, Parcel 4

W. Paul Yeager

W. Paul Yeager, Owner, Parcel 5

Clara Y. Yeager

Clara Y. Yeager, Owner, Parcel 5

Marylyn Stutts

Marylyn Stutts, Owner, Parcel 6

Michael L. Morgan

Michael L. Morgan, Owner, Parcel 7

Rebecca O. Morgan

Rebecca O. Morgan, Owner, Parcel 7

Robert E. James

Robert E. James, Owner, Parcel 8

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Gordon L. Mulkey, and wife, Mary F. Mulkey, owners of Parcel 1, Bentrail Farm, whose names are signed to the foregoing and who are known to me, acknowledged before me on this day, that being informed of the contents of the foregoing, they, with full authority, executed the same voluntarily on this date.

Given under my hand and official seal, this 26 day of April, 1996.

Donna Treslar

Notary Public

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John M. Harris, Sr. and wife, Jan W. Harris, owners of Parcel 2 Bentrail Farm, whose names are signed to the foregoing and who are known to me, acknowledged before me on this day, that being informed of the contents of the foregoing, they, with full authority, executed the same voluntarily on this date.

Given under my hand and official seal, this 26 day of April, 1996.

Donna Treslar
Notary Public

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William D. Overstreet, Jr. and wife, Lucy A. Overstreet owners of Parcel 3, Bentrail Farm, whose names are signed to the foregoing and who are known to me, acknowledged before me on this day, that being informed of the contents of the foregoing, they, with full authority, executed the same voluntarily on this date.

Given under my hand and official seal, this 26th day of April, 1996.

Samuel Beagan
Notary Public

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Donna S. Treslar and husband, Charles A. Treslar, owners of Parcel 4, Bentrail Farm, whose names are signed to the foregoing and who are known to me, acknowledged before me on this day, that being informed of the contents of the foregoing, they, with full authority, executed the same voluntarily on this date.

Given under my hand and official seal, this 26th day of April, 1996.

Samuel Beagan
Notary Public

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that W. Paul Yeager and wife, Clara Y. Yeager, owners of Parcel 5, Bentrail Farm, whose names are signed to the foregoing and who are known to me, acknowledged before me on this day, that being informed of the contents of the foregoing, they, with full authority, executed the same voluntarily on this date.

Given under my hand and official seal, this 26 day of April, 1996.

Donna Truelan
Notary Public

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Marylyn Stutts, a single woman, owner of Parcel 6, Bentrail Farm, whose name is signed to the foregoing and who is known to me, acknowledged before me on this day, that being informed of the contents of the foregoing, she, with full authority, executed the same voluntarily on this date.

Given under my hand and official seal, this 3rd day of May, 1996.

Donna Truelan
Notary Public

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Michael L. Morgan and wife, Rebecca O. Morgan, owners of Parcel 7, Bentrail Farm, whose names are signed to the foregoing and who are known to me, acknowledged before me on this day, that being informed of the contents of the foregoing, they, with full authority, executed the same voluntarily on this date.

Given under my hand and official seal, this 27th day of April, 1996.

Donna Fessler
Notary Public

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Robert E. James, a Single man, owner of Parcel 8, Bentrail Farm, whose names is signed to the foregoing and who is known to me, acknowledged before me on this day, that being informed of the contents of the foregoing, he, with full authority, executed the same voluntarily on this date.

Given under my hand and official seal, this 2nd day of May, 1996.

Dunah S. Scott
Notary Public

EXHIBIT "A" (1 of 3 pages)

STATE OF ALABAMA
SHELBY COUNTY

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RIGHTS
BENTRAIL FARM

This declaration made on this day by Paul Yeager, Bentrail Farm, hereinafter referred to as "Owner."

WITNESSETH:

WHEREAS, the undersigned Owner owns in fee simple the following described real estate situated in Shelby County, Alabama to wit:

A part of the NW $\frac{1}{4}$ - NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ - NE $\frac{1}{4}$, of Section 20, and a part of the NW $\frac{1}{4}$ - NW $\frac{1}{4}$ of Section 21, all in Township 20 South Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Begin at the NW corner of Section 21, T.S. 20S, R2W, Shelby County, Alabama and run thence S 88°-15'-28" E along the North line of said Section 21 a distance of 386.86' to a point on the Northwesterly right of way line of the Seaboard Coast Line Railroad, Thence run S 41°-38'-24" W along said right of way line a distance of 1,506.65' to a point on the said railroad right of way line on the North edge of a dirt road that crosses the track, thence run N 51°-45'-15" W a distance of 205.73' to a point, Thence run N 37°-15'-41" W a distance of 208.00' to a point, Thence run N 53°-08'-09" W a distance of 310.16' to a point, Thence run N 46°-06'-04" W a distance of 196.67' to a point, Thence run N 69°-04'-55" W a distance of 105.82' to a point, Thence run N 83°-39'-47" W a distance of 187.22' to a point, Thence run N 87°-04'-06" W a distance of 119.50' to a point, Thence run S 72°-35'-53" W a distance of 144.73' to a point, Thence run N 38°-32'-19" W a distance of 298.85' to a point on the Southeasterly right of way line of Shelby County Highway No. 11, Thence run N 51°-27'-41" E along the said right of way line of said highway a distance of 435.00' to a point on the North line of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 20, T.S. 20S, R2W, Thence runs S 89°-52'-30" E along the North line of said Section 20 a distance of 1,680.08' to the point of beginning, containing 32.66 acres and subject to all agreements, easements, restrictions and/or limitations of probated record or applicable law.

BOOK 082 PAGE 252

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

Commence at the Southwest corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 20, T.S. 20S, R2W, Shelby County, Alabama and run thence N 3°-27'-17" W along the West line of said $\frac{1}{4}$ $\frac{1}{4}$ a distance of 538.65' to a point on the Southerly right of way line of Shelby County Highway No. 11, Thence run N 51°-27'-41" E along said right of way line a distance of 791.98' to the point of beginning of the property being described, Thence continue along last described course a distance of 253.87' to a point on the Westerly line of a proposed road, Thence run S 54°-00'-00" E along said Westerly line of said proposed road a distance of 126.77' to the P.C. of a curve to the left having a central angle of 21°-48'-12" and a radius of 530.0', Thence continue along said curve an arc distance of 201.69' to the P.T. of said curve, Thence run S 33°-15'-49" E a distance of 257.39' to a point, Thence run N 83°-39'-47" W a distance of 181.32' to a point, Thence run N 87°-04'-06" W a distance of 119.50' to a point, Thence run S 72°-35'-53" W a distance of 144.73' to a point, Thence run N 38°-32'-19" W a distance of 298.85' to the point of beginning, containing 3.0 acres and subject to all agreements of probated record.

Paul Yeager
Box 67
35124

EXHIBIT "A" (2 of 3 pages)

Also known as lots 1 through 8 Bentrail Farm located in Section 19 and 20, Township 20 South, Range 2 West.

NOW, THEREFORE, The Owner hereby declares that all of the above described properties shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions and rights which are for the purpose of creating uniformity, protecting the value and desirability of the above described property, and which shall run with the said real estate and be binding on all parties having any right, title or interest in the above described property or any part thereof, their heirs, successors and assigns shall ensure to the benefit of each owner thereof, and shall, in addition thereto, be enforceable by the Shelby County Health Department and any other municipal entity at interest.

1. MINIMUM PARCEL SIZE. No parcel of land may be divided leaving any parcel less than three acres (all these restrictions shall apply equally to all such parcels.)

2. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not to exceed two and one-half stories in height, with less than 1400 square feet of heated space and related non-residential out buildings. No mobile, modular or factory constructed housing is allowed.

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

4. 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.

5. SIGNS. No signs of any kind other than temporary political signs 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 builder to advertise the property during the construction and sales period.

6. 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, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

7. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that one cow or horse per acre and dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose.

8. WATER SUPPLY. No individual water-supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authority.

9. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any lot unless such system is designated, located and constructed

BOOK 082 PAGE 253

EXHIBIT "A" (3 of 3 pages)

in accordance with the requirements, standards and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authority.

10. SET BACK LINE. All residence and other structures must be set back a minimum of 75 feet from the ingress and egress road, if any part of the original parcel of land as deeded by Bentrail Farm to the original owner on which the structure is constructed has a minimum side length or depth of at least 500 feet. No structure of any nature may be placed closer than 50 feet to the side or back of any parcel of land. The owner reserves the right to modify this section where the shape of the lot is such that a strict enforcement would result in an undesirable house location.

11. SET BACK - OUT BUILDINGS. No structure (in addition to the residence) may be constructed closer to the ingress and egress road than the back of the residential building.

12. CONCRETE BLOCK. No concrete block on any structure may be visible from the ingress and egress road, this means no concrete block may be visible from the road or street on the front or sides of the residential structures.

13. DRIVE-WAYS. All drive-ways visible from the ingress and egress streets must be concrete or asphalt.

14. ADDITIONAL REAL ESTATE MAY BE INCLUDED. Owner reserves the right to include additional real estate under these covenants.

15. 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 periods of 10 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.

16. 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 recovery damages.

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

18. HOMEOWNER'S ASSOCIATION. After the sale of six or more lots the property owners must form a Homeowner's Association for the purpose of enforcing the easements, restrictions, covenants, conditions and rights of Bentrail Farm as herein stated.

IN WITNESS WHEREOF, the Owner has hereunto set his hand this the 23rd day of July, 1986, STATE OF ALA. SHELBY CO.

I CERTIFY THIS INSTRUMENT WAS FILED

1986 JUL 23 PM 4:02

Thomas A. Shumaker, Jr.
JUDGE OF PROBATE

Paul Yeager, Bentrail Farm

By: Paul Yeager
Paul Yeager

Rec. 750
Incl. 122
850

Clara Yeager
Clara Yeager

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Paul Yeager, owner of Bentrail Farm, is signed to the foregoing Declaration of Covenants, Conditions, Restrictions and Rights, and who is known to me, acknowledged before me on this day that being informed of the contents of the Declaration, he, with full authority, executed the same voluntarily for and as the act of said Bentrail Farm.

Given under my hand and official seal, this the 23rd day of July, 1986.

Anna Little
Notary Public

My Commission Expires May 30, 1989

BOOK 082 PAGE 254



