

STATE OF ALABAMA   )  
JEFFERSON COUNTY   )

**DECLARATION OF COVENANTS, RESTRICTIONS AND LIMITATIONS**  
**APPROXIMATE 2.80 ACRE PARCEL - MORE OR LESS**

**PROPERTY ADDRESS: 2318 HWY 36, CHELSEA, AL. 35043**

Whereas the undersigned owner, Raul Gomez, is desirous of establishing covenants, restrictions and limitations applicable to this property owned by the undersigned and described in survey - Exhibit A, attached hereto and incorporated herein for reference.

**WITNESSETH:**

Now, therefore the undersigned does hereby adopt the following restrictions and limitations:

1. Said property shall be used for residential purposes only. Only one single family dwelling may be erected on the property and occupied by a single family only.
2. No more than one outbuilding such as a barn or stable may be erected, except for a well or pump house.
3. No building shall be erected closer than 75 feet from the front property line or closer than 35 feet from any side or rear property line. An exception is made for the existing detached garage already on property.
4. No building shall be erected except for the personal use of the owner.
5. No septic tank or field line shall be constructed within 35 feet from any adjoining property line. No sewer or drainage line shall be constructed or laid which shall empty on or become a nuisance for an adjoining property owner.
6. No animals, livestock or poultry of any kind, shall be kept, raised or bred for any commercial purpose. No more than two horses shall be kept on the property.
7. No trailer, tent, camper or any temporary structures shall at any time be used as a residence, temporarily or permanently.
8. No Mobile home or factory manufactured housing allowed. No inoperable or unused vehicle shall be stored out in open view on the property. No accumulation or storage of any refuse, trash, debris or construction materials shall be kept on the property, or in any event, visible to any adjoining property owner.
9. It is understood and agreed that said conditions, limitations and restrictions shall attach to and run with the land for a period of 25 years from 2016.
10. If any party shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person, or persons, owning an adjoining property to prosecute any proceedings at law or in equity against

the person violating or attempting to violate any such covenant, and either prevent him from doing so or to recover damages or other dues from such violation. Invalidation of any one of these covenants by judgement or court order shall not affect any of the other provisions which shall remain in force and effect.

11. All of the said restrictions and limitations shall constitute a covenant running with the land and all of the deeds hereafter made conveying said property shall be made subject to the restrictions herein set out above.

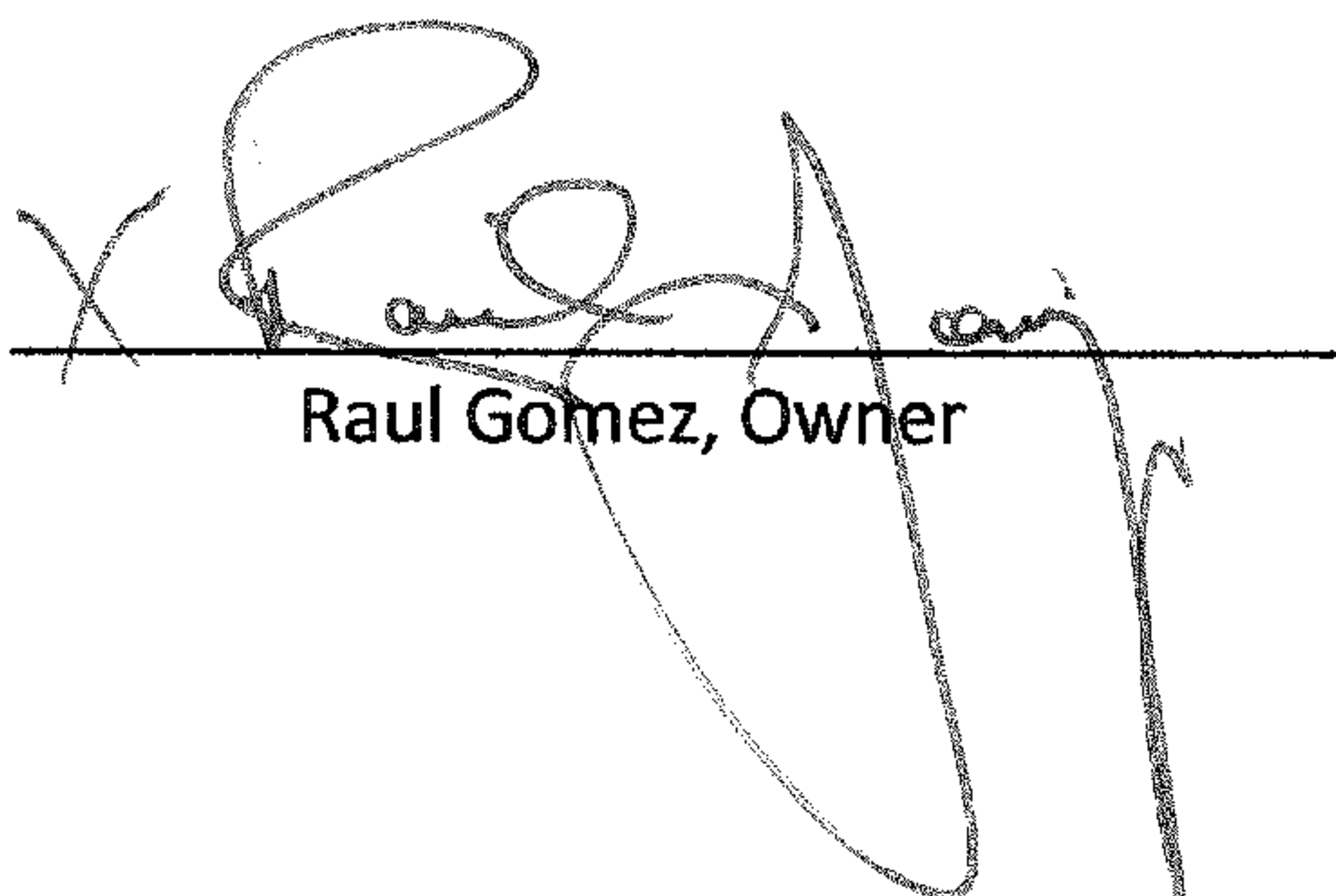
IN WITNESS WHEREOF, Raul Gomez, has hereunto set his hand and seal this the 7<sup>th</sup> day of November, 2016.

**ATTACHED SURVEY AND LEGAL**

**DESCRIPTION:**

2318 HIGHWAY 36  
CHELSEA, AL. 35043

BY:

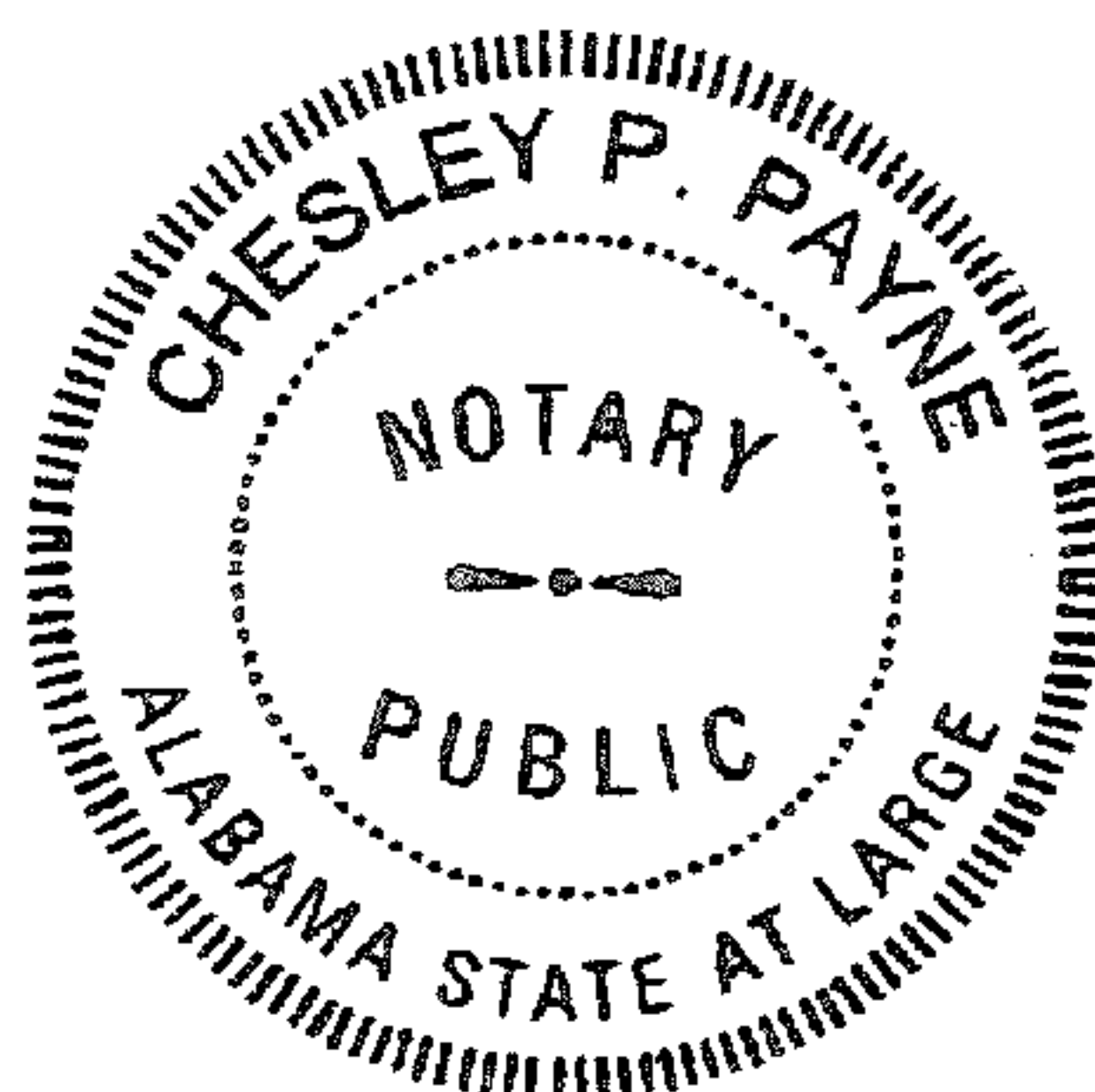
  
Raul Gomez, Owner

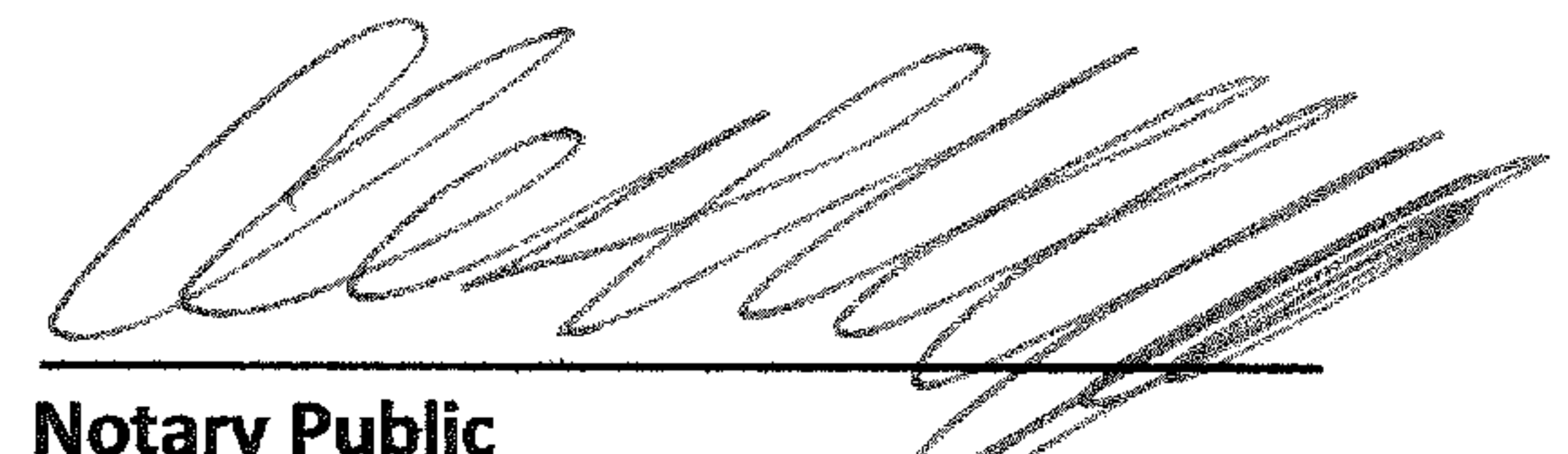
STATE OF ALABAMA     )  
COUNTY OF JEFFERSON )

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

Given under my hand and official seal, this the 7<sup>th</sup> day of November, 2016

(SEAL)



  
Notary Public

7-31-19

LEGAL DESCRIPTION

Parcel I

Lot 2, according to the Survey of Highlands Cove, as recorded in Map Book 46, Page 4, in the Probate Office of Shelby County, Alabama.

Parcel II

That part of Lot 1, according to the Survey of Highlands Cove, as recorded in Map Book 46, Page 4, and being particularly described as follows:

A Parcel of land situated in the SW 1/4 of the NW 1/4 of Section 7, Township 20 South, Range 1 West, Shelby County, Alabama and being more particularly described as follows:

Commence at the NE Corner of the SW 1/4 of the NW 1/4 of Section 7, Township 20 South, Range 1 West, Shelby County, Alabama; thence S00°29'36"E along the East line of said 1/4-1/4 section, a distance of 847.55' to the Point of Beginning; thence continue S00°29'36"E, a distance of 98.85'; thence S89°55'27"W, a distance of 100.00'; thence S36°41'36"W, a distance of 260.32'; thence N30°38'08"E, a distance of 289.94'; thence N61°25'47"E, a distance of 121.79' to the Point of Beginning.

Now Known As:

Lot 2-A of the Highlands Cove resurvey as recorded in Map Book 47, Page 5, in the Office of the Judge of Probate of Shelby County, Alabama, being a resurvey of Lots 1 & 2 of Highlands Cove subdivision as recorded under Map Book 46, Page 14.



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
12/07/2016 10:40:23 AM  
\$21.00 CHERRY  
20161207000446530

A handwritten signature in black ink, appearing to be "J. W. Fuhrmeister", is written over the printed name of the Probate Judge.