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THE STATE OF ALABAMA, X
SHELBY COUNTY..... X

KNOW ALL MEN BY THESE PRESENTS, THAT, WHEREAS, Alabaster Lime Company, a partnership composed of George L. Scott, Sr., George L. Scott, Jr., and Albert L. Scott, and having its principal office at Alabaster, in Shelby County, Alabama, and is the owner and in possession of the following described lands situated in the County of Shelby, State of Alabama, to-wit:

A part of the South Half of the Southwest Quarter of Section 35, Township 20, South, Range 3 West, situated West of Buck Creek and which is more accurately described and designated as Blocks Nos. 1 to 15, both inclusive, according to survey and map made by H.W. Cannon, a registered surveyor, and filed in the Probate Office of Shelby County, Alabama, on May 10, 1955, and recorded in Map Book 3, in the office of the Judge of Probate of Shelby County, Alabama, and

WHEREAS, the Alabaster Lime Company has caused the above described tract of land to be surveyed by H.W. Cannon, a registered surveyor, into lots and a plat or map thereof has been made by such surveyor showing streets, together with the bearings, length, width, and the name of each street as well as the number of each lot and block, and showing the relation of the land so platted or mapped to the Government Survey; and that said plat, or map has been duly certified by the said H.W. Cannon, the surveyor making said survey, which said certificate has been duly signed by said surveyor, and also, by the Alabaster Lime Company, by George L. Scott, Sr., George L. Scott, Jr., and Albert L. Scott, the owners of said lands, and such certificate acknowledged by said owners, designating said Subdivision as "Alabaster Gardens", as the property of Alabaster Lime Company, a Partnership, and

WHEREAS, the Alabaster Lime Company, a Partnership, designates and restricts each lot and block therein, with the exception of Lots 13 to 24, both inclusive, in Block No. 1, and Lots Nos. 8 to 14, both inclusive, in Block No. 2, and Lots Nos. 7 to 12, both inclusive, in Block No. 3, as residential lots; all of Blocks 4, 5 and 12 are hereby expressly excepted from any and all of the restrictions named herein; and covenants that each lot and block thereof, otherwise designated therein, in said Alabaster Gardens Subdivision, is to be conveyed by the owner hereof, subject to the following covenants and restrictions which are to be recorded in the office of the Judge of Probate of Shelby County, Alabama, and it is an expressed condition of this instrument that neither the Alabaster Lime Company, nor its successors or assigns, being the owner of the above described lands, or any part or parts thereof, shall or will at any time hereafter cause, procure, or permit to be erected or maintained upon any part or parts of the lands and premises hereinabove described any building or buildings, except such as shall conform to terms and conditions of the hereinafter named covenants and conditions, and that the said Alabaster Lime Company, a Partnership, covenants further that neither said Company, nor its successors or assigns shall, at any time erect, or permit any building or buildings upon any part of said heretofore described lands to be erected in violation of the terms of the following covenants, namely:

1. All lots in the above described survey shall be known and designated as residential lots, except the lots hereinabove excepted.

2. No building shall be erected, placed, or altered on any building lot in said Alabaster Gardens Subdivision until the building plans, specifications and lot plans showing the location of such building have been approved in writing as to the conformity and harmony of external design and with existing structures in said Alabaster Gardens, and as to the location of the building, with respect to typography and finished

(Paragraph 2, continued).

ground elevation by Alabaster Lime Company, or its duly appointed representatives.

3. That the main body of any building erected shall not be erected or located on any residential building lot nearer than thirty feet to either the front lot line, or nearer than five feet to any side lot line. The main body of the building, as herein designated, refers to the main or principal outer wall of the building exclusive of porches, chimneys, stoops, eaves, or other similar minor projections.

4. No dwelling shall be permitted on any lot at a cost of less than Six Thousand Dollars, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same, or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than Nine Hundred (900) square feet for a one story building, nor less than Six Hundred Fifty (650) square feet for a dwelling of more than one story.

5. No residential, or business structure or building, shall be erected or used unless said building is fully equipped with bath and other sanitary facilities, together with other sewerage disposal facilities approved by County Health Officer of Shelby County, Alabama.

6. No residential or business structure or building shall be erected upon any building lot herein designated, subject to the restrictions herein, unless said building and equipment shall have been erected and equipped in a good and workmanlike manner with good and substantial materials, except as to any temporary structure erected for the purpose of tool or material house to be used while permanent building or buildings are being erected on any of said lots.

7. 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 a nuisance to the neighborhood.

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8.No trailer,basement,tent, shack,garage,barn,or other building erected in said Alabaster Gardens, shall, at any time, be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

9.An easement is required to allow utilities to place poles and anchors on or within two feet of the inside property line.

10.No farm animals shall be kept or maintained on any residential building lot.

11.It is expressly understood and agreed that the covenants herein set forth shall attach to and run with the lands described herein,and as surveyed and platted on map in said Alabaster Gardens, except as herein otherwise excepted,and shall be binding on all parties and on all persons claiming under Alabaster Lime Company, or its successors or assigns,until August 1st.,1980,at which time the covenants shall be automatically extended for successive periods of ten years,unless by a vote of the majority of the then owners of the lots described in Alabaster Gardens Subdivision,it is agreed to change such covenants in whole and/ or in part.

12.It is further expressly understood and agreed that the covenants set forth herein on the part of the Alabaster Lime Company shall attach to and run with all of the lots and parcels of land surveyed and platted in Alabaster Gardens Subdivision in Alabaster, Alabama, except such lots and blocks herein expressly excepted; and it shall be lawful,not only for the Alabaster Lime Company,but for its successors and assigns in title,to any part or parcel of land described in Alabaster Gardens Subdivision,except such parts as herein excepted, to institute and prosecute proceedings in law or in equity against the person or persons violating or threatening to violate the covenants or any part thereof,set forth herein;and that said covenants may be proceeded on for an injunction and for specific execution thereof against any person or persons and for damages against such person or persons violating said covenants or any part thereof,as such damages to be deemed cumulative and not alternative.

13. Invalidation of any of these covenants, or any part thereof, by any court of competent jurisdiction, shall in nowise affect any other provisions which shall remain in full force and execution.

IT WITNESS WHEREOF, Alabaster Lime Company, a Partnership, composed of George L. Scott, Sr., George L. Scott, Jr., and Albert L. Scott have caused these presents to be executed by Alabaster Lime Company, a Partnership, by George L. Scott, Sr., George L. Scott, Jr., and Albert L. Scott, on August 9th., 1955.

Alabaster Lime Company
A Partnership.
BY Geo. L. Scott Sr.
BY Geo. L. Scott Jr.
BY Albert L. Scott
Partners and Owners.

STATE OF ALABAMA, Y
SHELBY COUNTY.....Y

I, Virginia Johnson, a Notary Public, in and for said County, in said State, hereby certify that George L. Scott, Sr., George L. Scott, Jr., and Albert L. Scott, whose names as Partners and Owners of Alabaster Lime Company, a Partnership, are signed to the foregoing Articles of Restriction, and each of whom is known to me, acknowledged before me, on this day that, being informed of the contents of said Articles of Restriction, they, each in his capacity as such Partner and Owner of said Alabaster Lime Company, and of the lands surveyed and platted and known as The Alabaster Gardens, executed the same voluntarily on the day the same bears date.

Given under my hand and seal, on this the 9 day of August, 1955.

Virginia Johnson
Notary Public, Shelby County, Alabama.
2178
NOTARY PUBLIC
SHELBY COUNTY
ALABAMA