

1484

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

BOOK 191 PAGE 221

KNOW ALL MEN BY THESE PRESENTS, THAT, WHEREAS, Reese M. Lucas and Thelma Inez Lucas 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 34, Township 20, South, Range 3 West, situated West of Buck Creek and which is more accurately described and designated as Blocks Nos. 1 and 2 according to survey and map made by W. B. Bennett, a registered surveyor, and filed in the Probate Office of Shelby County, Alabama, on January 13, 1958, and recorded in Map Book , in the office of the Judge of Probate of Shelby County, Alabama, and

WHEREAS, Reese M. Lucas and Thelma Inez Lucas has caused the above describe tract of land to be surveyed by W. B. Bennett, 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 or map has been duly certified by the said W. B. Bennett, the surveyor making said survey, which said certificate has been duly signed by said surveyor, and also, by Reese M. Lucas and Thelma Inez Lucas, the owners of said lands, and such certificate acknowledged by said owners, designating said subdivision as "Mountain View Estates", as the property of Reese M. Lucas and Thelma Inez Lucas

WHEREAS, Reese M. Lucas and Thelma Inez Lucas designates and restrids each lot and block therein, said " Mountain View Estates " 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 Reese M. Lucas and Thelma Inez Lucas nor their 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 herëin above 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 Reese M. Lucas and Thelma Inez Lucas conveants 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. 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.
3. 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 grages, shall not be less than Eight Hundered Fifty (850) square feet for a one story building, nor less than Six Hundred Fifty (650) square feet for a dwelling of more than one story.
4. No residential, 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.
5. No residential 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.

6. 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.

7. No trailer, basement, tent, shack, garage, barn, or other building erected in said Mountain View Estates, shall, at any time, be used as a residence temporarily or permanently, or shall any structure of a temporary character be used as a residence.

8. An easement is required to allow utilities to place poles and anchors on or within 10 feet of the inside property line.

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

10. 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 Mountain View Estates, except as herein otherwise excepted, and shall be binding on all parties and on Reese M. Lucas and Thelma Inez Lucas, 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 Mountain View Estates, it is agreed to change such covenants in whole and or in part.

11. It is further expressly understood and agreed that the covenants set forth herein on the part of Reese M. Lucas and Thelma Inez Lucas shall attach to and run with all of the lots and parcels of land surveyed and platted in Mountain View Estates in Alabaster, Alabama, and it shall be lawful, not only for Reese M. Lucas and Thelma Inez Lucas but for their successors and assigns in title, to any part or parcel of land described in Mountain View Estates, 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.

12. 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.

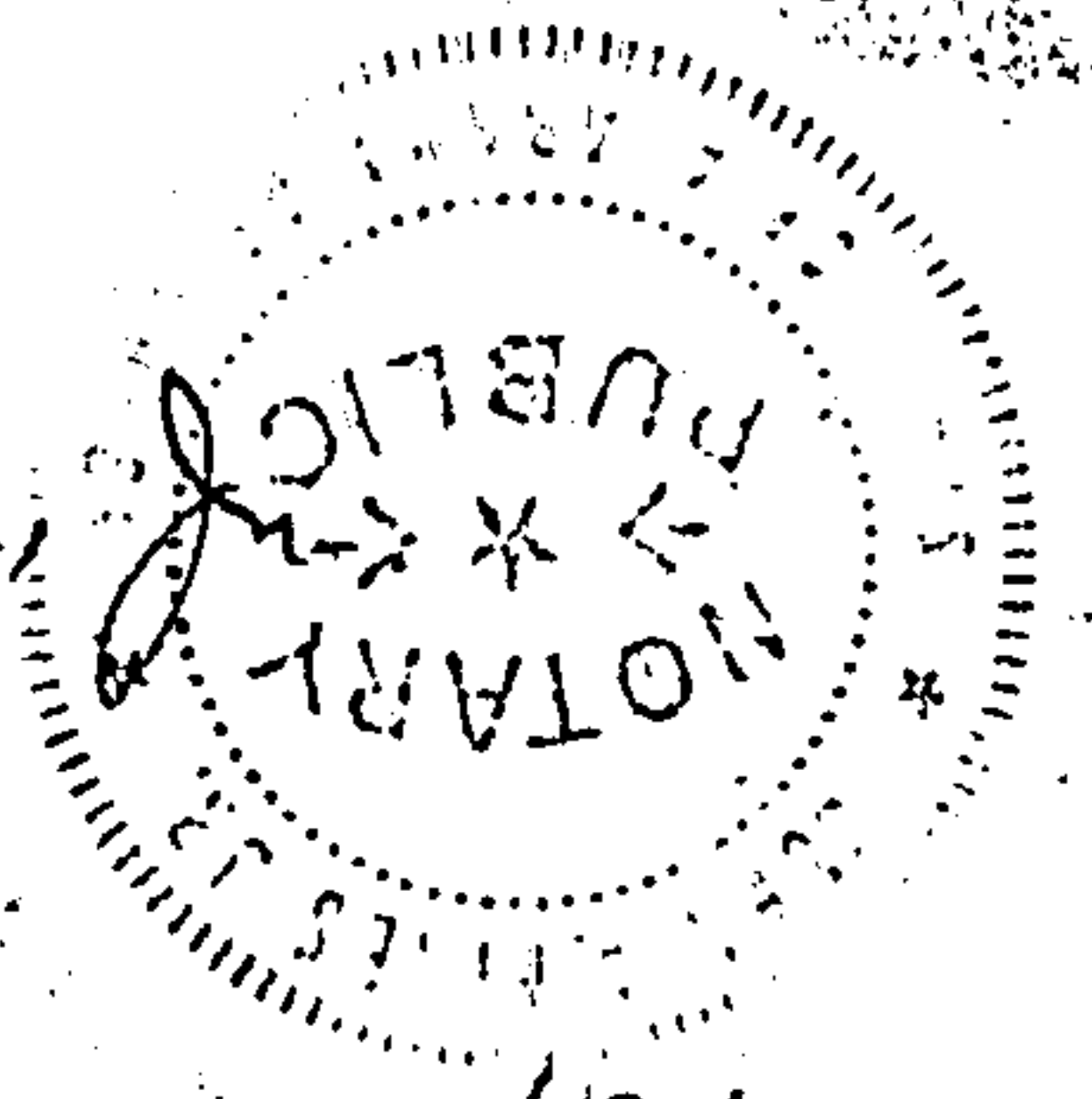
IN WITNESS WHEREOF, Reese M. Lucas and Thelma Inez Lucas, on August 9th, 1955

BY Reese M. Lucas

BY Thelma Inez Lucas

Given under my hand and seal this
21st day of January, 1958.

John A. Hines,
Notary Public
Commission expires 9/2/60



State of Alabama, Shelby County
I, L. C. Walker, Judge of Probate hereby certify that the within instrument was filed in this office for record, the 23
day of January, 1958 at 1 o'clock P.M, and recorded in Book 191 Page 221 & examined 23
1-28-58 and the Mortgage Tax of \$ 2.50 Deed Tax of \$ 2.50 has been paid.
Fee \$ 2.50 L. C. Walker Judge of Probate