

RESTRICTIONS

FOR INDIAN SPRINGS RANCH, AS

RECORDED IN MAP BOOK 4

PAGE 29

BOOK 195 PAGE 467

PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

RECITES:

THAT WHEREAS, THE undersigned Indian Springs Ranch Corporation, Daniel Kessler, Claude M. Bice and wife, Margaret C. Bice, and Emmett W. Cloud, are the owners of all the lots in the Indian Springs Ranch, a map of which is recorded in Map Book 4, Page 29, in the Probate Office of Shelby County, Alabama.

WHEREAS, the undersigned Indian Springs Ranch Corporation, Daniel Kessler, Claude M. Bice and wife, Margaret C. Bice, and Emmett W. Cloud are desirous of establishing restrictions and limitations applicable to all lots owned by them in said survey.

NOW THEREFORE, the undersigned Indian Springs Ranch Corporation, Daniel Kessler, Claude M. Bice and wife, Margaret C. Bice, and Emmett W. Cloud do hereby adopt the following restrictions and limitations which shall be applicable to all lots in the said subdivision, which restrictions and limitations are as follows:

1. That said property shall be used for residence purposes only and not for any purpose of business or trade.

2. No dwelling shall be erected on any lot in the said Indian Springs Ranch of less than 1400 square feet; exclusive of porches, and not less than 1200 square feet on the first floor of 1½ and 2 story buildings.

3. That no temporary buildings, stables, garages, or other buildings shall be built and used for residence purposes prior to the completion of a dwelling on said lots in accordance with these restrictions. No more than one outbuilding, except for small well or pump house, shall be built on any lot in said subdivision.

4. No dwelling shall be erected on said property, the front line of which (which means the front line of porches or any projection not counting steps) shall be nearer the street on which said property faces than as shown for each estate on said Map as recorded in Map Book 4, Page 29, in the said Probate Office; and no dwelling shall be erected on said property, the side line of which (which means the side line of porch or any projection not counting steps) shall be nearer each side line of said property than 50 feet. Indian Springs Ranch Corporation or Emmett Cloud Realty Company reserves the right to modify the building line restrictions on any lot in said subdivision.

5. No outbuildings shall be erected except for the personal use of the property owner.

6. No fences or walls above the grade of the estate shall be erected, nor growing hedges planted and maintained on said property nearer than 15 feet from the front property line; all fences on properties along the creek are to be 20 feet from the creek bed to allow for flood control by preventing debris to dam the creek. Any fences or walls shall be of a decorative nature and are to be approved in writing by the Indian Springs Ranch Corporation or Emmett Cloud Realty Company, its successors or assigns.

7. No outbuildings, buildings or residences shall be erected or begun on said property without plans, specifications, architectural designs, grades and location therefore having been first submitted to and approved in writing by said Indian Springs Ranch Corporation or Emmett Cloud Realty Company, its successors or assigns. No lot may be subdivided or reduced in size by voluntary alienation, judicial sale or other proceedings, except at the discretion and with the written approval of Indian Springs Ranch Corporation or Emmett Cloud Realty Company, its successors or assigns.

8. Animals or fowls will be allowed except pigs, goats, cows or chickens. No dog kennels will be allowed, or more than one (1) horse per acre allowed on each estate.

9. The Indian Springs Ranch Corporation or Emmett Cloud Realty Company, as agents, its successors or assigns, reserves the right to modify, release, amend, void, transfer or delegate all the rights, reservations and restrictions herein set forth, or the right to modify, release, amend or void any one or more of the said herein set forth restrictions, on lots or estates belonging to them.

*Amendment - Deed Bk. 224 pg. 436*



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 25th September, 1958 at which time said restrictions and limitations shall be automatically extended for successive periods of ten years, unless by a vote of a majority of the then owners of the lots, it is agreed in writing to change said restrictions and limitations in whole or in part. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages or other dues from such violation.

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

IN WITNESS WHEREOF, the Indian Springs Ranch Corporation has hereunto set its signature by F. E. Richardson, Its President, who is duly authorized and has caused the same to be attested by Its Secretary on this 25 day of September 1958, and the individuals have set their hands of this 25th. day of September, 1958.

INDIAN SPRINGS RANCH CORPORATION

By F. E. Richardson  
F. E. Richardson, Its President

ATTEST:

C. F. Johnson  
C. F. Johnson, Secretary

Claude M. Bice  
Claude M. Bice

Margaret C. Bice  
Margaret C. Bice

Daniel Kessler  
Daniel Kessler

Emmett W. Cloud  
Emmett W. Cloud

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that F. E. Richardson, whose name as President of Indian Springs Ranch Corporation is signed to the foregoing instrument, and who is known to me, acknowledged before me that on this day, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and official seal this 25 day of September, 1958.

Hazel Ballinger  
Notary Public

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Claude M. Bice and wife, Margaret C. Bice, Daniel Kessler and Emmett W. Cloud, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 25 day of September, 1958.

Hazel Ballinger  
Notary Public

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 26 day of September 1958 at 8 o'clock A.M. and recorded in Deed Record 195 Page 467 and the Mortgage Tax of \$ 1.50 has been paid.  
Fee \$ 1.50 td  
Judge of Probate