

PROTECTIVE COVENANTS RELATING TO SECTOR THREE
RESURVEY OF GEORGE'S SUBDIVISION OF KEYSTONE,
IN SHELBY COUNTY, ALABAMA

STATE OF ALABAMA)

SHELBY COUNTY)

The undersigned, K. J. GEORGE, owner of the lots shown on the Map of Sector Three of the Resurvey of George's Subdivision of Keystone, in Shelby County, Alabama, recorded in Map Book 4, Page 33, in the Probate Office of Shelby County, Alabama, being desirous of establishing Protective Covenants for the benefit of all of the lots in the above Survey, does hereby declare as follows:

All lots in the above Survey of said Sector Three shall be subject to the following conditions, limitations and restrictions which are to run with the land and be binding on all parties and persons claiming under them until January 1st, 1984, at which time said covenants shall be automatically extended for successive periods of ten years each, unless by vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part, reserving, however, to the undersigned to modify or change these restrictions as to any lots which may remain unsold by the undersigned.

Invalidation of any of these covenants by Judgment or Court Order shall in nowise affect any of the other provisions, which provisions, not invalidated, shall remain in full force and effect.

(1) All lots in the tract shall be residential lots, and no structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one single family dwelling not to exceed two stories in height, and a private garage for not more than two cars and two servants' rooms. The garage and servants' rooms, if detached from the residential building, must be erected on the rear of the lot. The ground floor area of the main structure, exclusive of one-story open porches and garage, shall be not less than nine hundred (900) square feet.

(2) No building shall be erected, placed, or altered on any building plot in this Subdivision until the building Plans, Specifications, and Plot Plan showing the location of such building, has been approved in writing by the undersigned, but a failure by the undersigned to approve or disapprove such design and location within fifteen days after same have been submitted to her, shall be considered an acceptance by the undersigned of such Plans and Specifications.

(3) After the period specified for the first term of these restrictions, that is January 1st, 1984, these requirements for approval of Plans and Specifications shall not apply, unless a majority of the then record owners of the said lots in this Subdivision shall place of record in the Probate Court of said County an extension of this requirement.

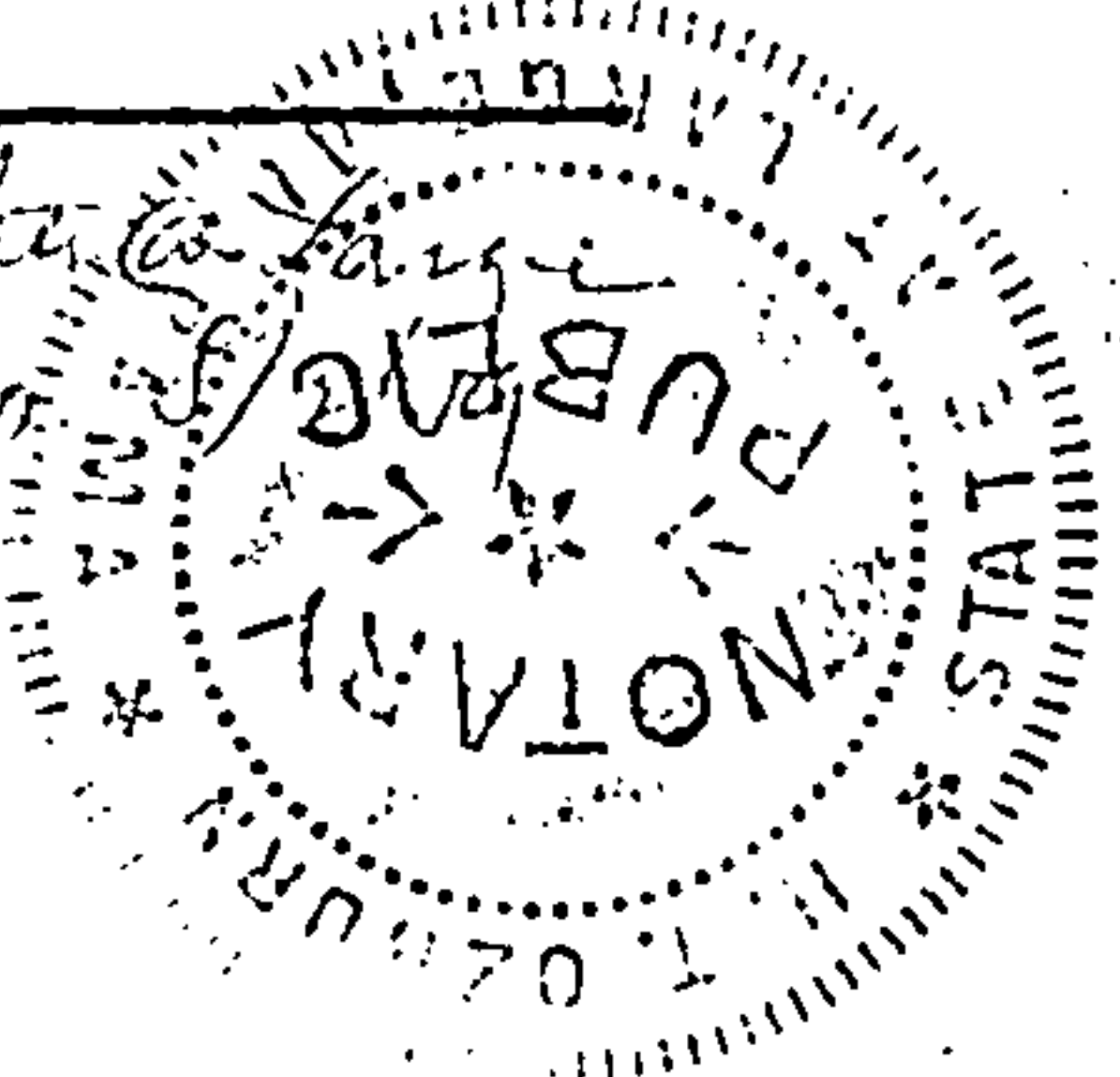
(4) All residences erected on any plot shall be set back from the front line of the lot for a distance of at least thirty-five (35) feet, measured from the street line to the front line of porch or steps. No structure or residence shall be placed or erected on any plot in this Subdivision closer than five feet from the side lot lines.

(5) No noxious 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 nuisance to the neighborhood.

(6) All septic tanks and field lines shall be built according to the laws of the State of Alabama, or should said property be incorporated into any Town or City, such septic tanks and field lines shall conform to the requirements of such Municipality.

K. J. George (L.S.)

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I, Conrad M. Fowler, Judge of Probate hereby certify that the within Deed was filed in this office for record on the 28 day of January, 1928 at 8 o'clock P.M. and recorded in Book 198 Page 450 and examined by me and the Mortgage Tax of \$.....Deed tax of \$..... has been paid.
Fee \$.....
Conrad M. Fowler, Judge of Probate