

STATE OF ALABAMA)
SHELBY COUNTY)

3926
RESTRICTIVE COVENANTS

WHEREAS, the undersigned, RUX CARTER REAL ESTATE COMPANY, INC., a Corporation, is the owner of all the hereinafter described real estate, and is desirous of placing restrictions, which said restrictions shall become covenants running with the land, upon the following real estate, to-wit:

All lots in the Riverview Subdivision, map of which is recorded in Map Book 4, page 63, in the Probate Office of Shelby County, Alabama.

NOW, THEREFORE, in consideration of the premises and other valuable considerations, and in consideration of the benefits that will accrue to the purchases of property in said subdivision, the receipt of which is hereby acknowledged, the undersigned does hereby agree that said property shall be subject to the following covenants, terms, restrictions, easements, conditions and limitations, which covenants and restrictions shall attach to and run with the land:

RESERVATIONS AND PROTECTIVE COVENANTS

1. Rux Carter Real Estate Company, Inc., a Corporation reserves the right to install and locate drains where proper, to cause or permit the drainage of surface water over and/or through said premises.
2. Rux Carter Real Estate Company, Inc., reserves the right to install and grant easements to install and service electric lines, telephone lines, and gas and water mains, over, upon or under all of said lots and streets, or the right to license or permit the same to be done.

RESTRICTIVE COVENANTS

1. Said lots shall be used for residence purposes only and not for any purpose of business or trade, and only one residence shall be located on any one lot.
2. No structure of a temporary character shall be used on any lot at any time, either on a temporary or permanent basis.
3. All buildings must be of good materials and neat and attractive in design. All residences must be painted on the exterior and properly maintained so as to present an attractive appearance.
4. No outside toilets. Septic tanks must be approved by the Shelby County Health Department.
5. No trees shall be moved other than necessary for the construction of a house. (This does not apply to small trees and underbrush).
6. No dwelling shall be erected on any lot in the said Riverview Subdivision of less than 600 square feet, exclusive of porches.
7. The building site set back restrictions will be observed as set out by the County Health Department of Shelby County.

8. No animals or fowl shall be kept or maintained on said property except household pets.

9. All houses will have a sanitary closet and kitchen according to the Shelby County Health Department rules.

10. No house trailer shall be permitted on the premises at any time.

11. The Rux Carter Real Estate Company, Inc., its successors or assigns, reserve 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.

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

IN WITNESS WHEREOF, the RUX CARTER REAL ESTATE COMPANY, INC. has hereunto set its signature by Rux Carter, its President, who is duly authorized, and has caused the same to be attested by its Secretary on this 2 day of June, 1961, and the individuals have set their hands of this 2 day of June, 1961.

RUX CARTER REAL ESTATE COMPANY, INC.,

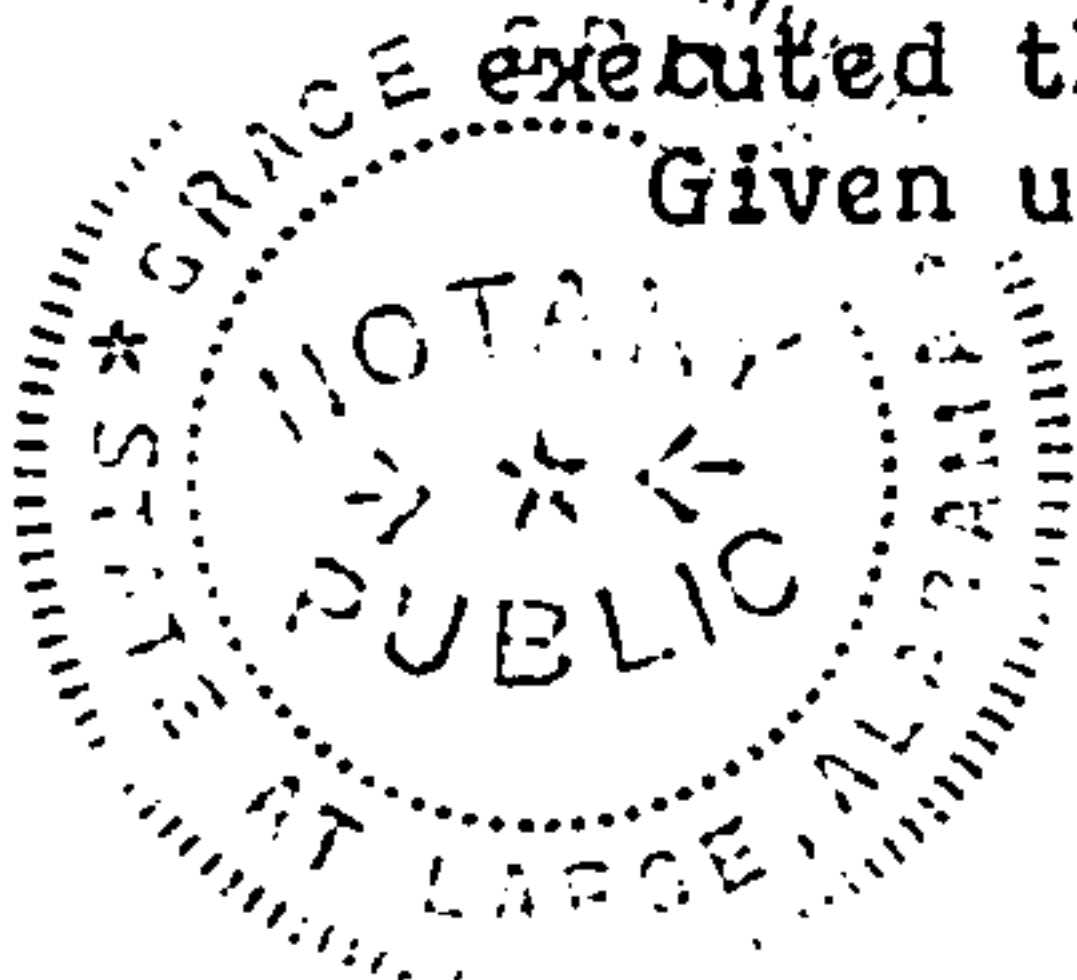
ATTEST:

Jane F. Carter
Secretary

By Rux Carter
Rux Carter, its President

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that RUX CARTER, whose name as President of RUX CARTER REAL ESTATE COMPANY, INC., 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 seal this 2 day of June, 1961.



Grace Humes
Notary Public

STATE OF ALABAMA)
SHELBY COUNTY)

I, Conrad M. Fowler, Judge of Probate hereby certify that the within Instrument was filed in this office for record the 2 day of June 1961 at 2 o'clock P. M. and recorded in Deed Record 215 page 662 and examined 6-6-61 and the Mortgage Tax of \$ and the Deed Tax of \$ has been paid.

Fee \$ 1.50

Conrad M. Fowler
Judge of Probate

See amendment of restrictive covenants
in misc. Book 19 page 404 filed 4/15/77