

STATE OF ALABAMA )  
 SHELBY COUNTY )

RESTRICTIONS OF RIVER ESTATES ADDITION TO SHELBY  
 COUNTY, ALABAMA AND RE-SURVEY OF RIVER ESTATES  
 ADDITION TO SHELBY COUNTY, ALABAMA

WHEREAS, Champion Development Company, Inc. is the owner of all of the property embraced in the survey of River Estates Addition as said subdivision is recorded in Map Book 4 at Page 27 and re-survey of River Estates Addition as said subdivision is recorded in Map Book 4 at Page 66, in the Office of the Judge of Probate, Shelby County, Alabama; and

WHEREAS, the said owner desires to fix and establish certain restrictions as to the use and enjoyment of all of the parcels of land located in said River Estates Addition as said lots are laid down and plotted on said plot and thereby protect all persons, firms or corporations that may have in the future any interest in said parcels of land or any part thereof.

NOW, THEREFORE, Champion Development Company, Inc. does by these presents fix and establish the protective covenants and restrictions as to the future use of the plots or parcels of land located in said River Estates Addition to Shelby County, Alabama, as follows:

1. Each lot in said subdivision shall be known and described as a residential lot and no structure shall be erected, altered or placed or permitted to remain on such lot other than a single family dwelling, not to exceed two and one-half stories in height and a private garage or carport for not less than two cars.

2. No building shall be located or placed nearer to the front lines of the lots than fifty (50) feet. No building shall be located or placed nearer to the side lines of the lots than fifteen percent (15%) of the width of the front building line.

3. No noxious or unlawful activity or trade of any kind shall be carried on on said lots nor shall anything be done thereon which shall cause or may become an annoyance or nuisance to the neighborhood.

4. No trailers, basements, shacks, tents, garage, barn or other outbuilding shall be erected on said lots for use either temporarily or permanently as a residence nor shall any type of building whatsoever of temporary character be used as a residence.

5. Easement for drainage is reserved as shown on the recorded plot over such portions of such lots as set forth on the recorded plat.

6. No dwelling shall be erected on the said property having or containing less than 1,700 square feet of residential living area, excluding porches, carports and/or garages.

7. No dwelling shall be erected on said property other than masonry veneer dwellings or such other materials as shall be approved by the Building Committee as hereinafter set forth. Except that for purposes of this provision the building material known as concrete block shall not be considered a masonry veneer.

8. All zoning restrictions and regulations of Shelby County, Alabama shall be observed in the use and occupation of said lots.

9. No lot may be subdivided or reduced in size by voluntary alienation, judicial sale or other proceedings except with the consent of Champion Development Company, Inc.

10. Champion Development Company, Inc. shall from time to time set up by resolution of its Board of Directors a Building Committee and all plans and specifications of residences on any lot in said subdivision shall be first filed and approved by the Building Committee so established before any construction is commenced. Said Building Committee shall have the authority to require modifications and changes in plans and specifications to insure the conformity of the dwelling to be constructed with the minimum requirements for dwellings in said subdivision.

11. These restrictions shall run with the land for a period of 20 years from the date hereof and shall be enforceable by the grantors and by all owners of the lots in said subdivision.

12. The invalidation of any one of these covenants by judgment or court order shall in no wise affect any other provisions of these restrictions.



13. Enforcement may be by proceedings in law or in equity against any person, firm or corporation violating or attempting to violate any of the covenants or restrictions, either to restrain the violation or to recover damages.

14. No boat house shall be erected on the lake on which said lots front; no water shall be drawn from said lake and no power boats of any kind or description shall be operated on said lakes.

15. No animals are to be allowed except domestic pets and specifically no horses are to be allowed. However, the restriction as to horses does not apply to Lots 39, 40, 41 and 42.

16. The owner herein reserves the right to modify, waive, release and/or void said building limitations and restrictions.

IN WITNESS WHEREOF, Champion Development Company, Inc. has executed these presents on this the 16th day of November, 1961.

CHAMPION DEVELOPMENT COMPANY, INC.

By J. B. Stone  
President

STATE OF ALABAMA )  
SHELBY COUNTY }

I, the undersigned, a Notary Public in and for said State and County hereby certify that J. B. Stone, whose name as President of Champion Development Company, Inc., a corporation, is signed to the foregoing instrument and who is known to me acknowledged before me on this day that being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

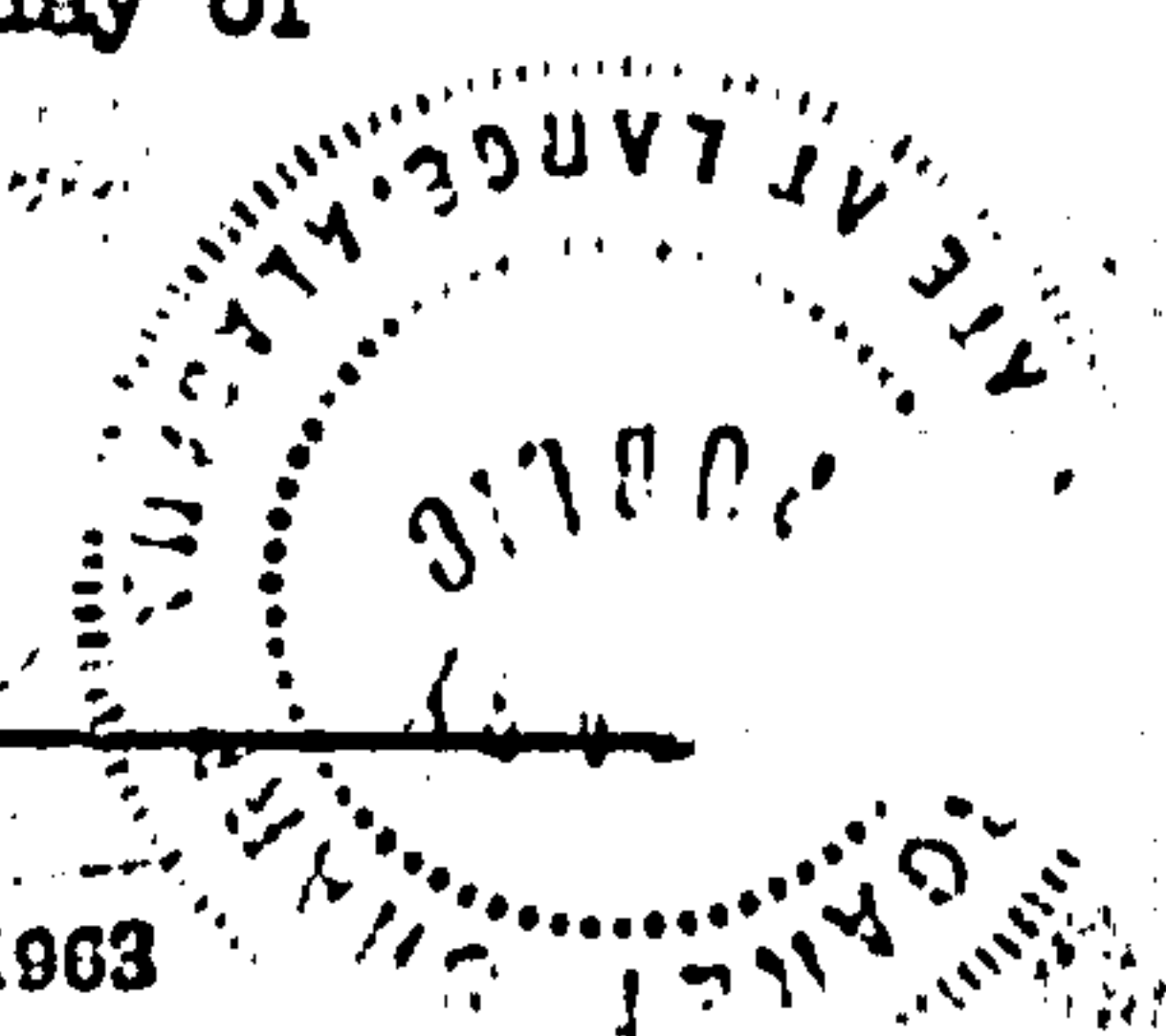
Given under my hand and official seal this the 16th day of November, 1961.

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS INSTRUMENT  
WAS FILED ON 11/17/61  
RECORDED & \$ MTG. TAX  
& \$ DEED TAX HAS BEEN  
PD. ON THIS INSTRUMENT.

Conrad S. Stouffer  
JUDGE OF PROBATE

W. A. Smith  
Notary Public

My Commission Expires August 24, 1963



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