

4493

PROTECTIVE COVENANTS OF
WILLOW ISLAND SUBDIVISION

WHEREAS, Jack T. Atchison and Lewis B. Walker are the owners and are in possession of the following described land situated in Shelby County, Alabama, to-wit:

Part of NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 13, Township 22 South, Range 1 East, more particularly described as follows: Commencing at the northwest corner of said NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of said Section 13 and run east along the north line of said forty acres to a point where the 425 foot contour line of Alabama Power Company crosses the north line of said forty; thence in a south-westerly direction along said contour line to a point where said 425 foot contour line crosses the west line of said NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of said Section 13; thence north along the west line of said forty acres to point of beginning, containing 20 acres, more or less, and being situated in Shelby County, Alabama.

WHEREAS, said owners have caused the above described tract of land to be surveyed by Alton Young, a competent Surveyor into lots and a plat or a map thereof has been made by such Surveyor showing streets and public grounds, 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 platted or mapped to the Government Survey; and that said plat has been duly certified by the said Alton Young, the surveyor making such survey, which certificate has been duly signed by said Surveyor and also by the said Jack T. Atchison and Lewis B. Walker, the owners of said land and such certificate acknowledged by the said Alton Young as such Surveyor and Jack T. Atchison and Lewis B. Walker, the owners of said land, designating said subdivision as "Willow Island Subdivision"; said Map of said Willow Island Subdivision is recorded in Map Book 4 Page 73 in the office of the Judge of Probate of Shelby County, Alabama;

WHEREAS, the owners of said Subdivision have adopted the following protective covenants and they do designate and restrict all lots in said subdivision as residential lots and covet that each lot in said subdivision is to be conveyed by the owners thereof, subject to the following covenants and restrictions. Said covenants and restrictions being as follows:

1. Said lots shall be used for residential purposes only and not for any purpose of business or trade.
2. Only one residence shall be located on any one lot.
3. No structures of a temporary nature such as trailers, tents, shacks, etc., shall be allowed on said lots.

4. No dwelling shall be occupied as such until the exterior thereof is completed. If the building is concrete block, then the exterior shall be painted or have a stucco finish.

5. No outside toilets shall be permitted on lots.

6. No animals or fowl shall be kept or maintained on said property, except as household pets.

7. No dwelling shall be erected on any lot of less than 600 square feet, exclusive of porches.

8. An easement is reserved to allow utilities to place poles, anchors, pipes within 5 feet from each lot line and a 10 foot easement is reserved for said purposes across the front of each lot facing on McSwain road, the front referred to herein being that portion of the lot adjoining the right of way of said McSwain Road.

9. No person or persons shall be permitted to dump garbage, trash or sewage on lots in said subdivision.

10. No person of any race other than Caucasian shall use or occupy any building or any part thereof of any lots, except for domestic help.

11. 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 in said Willow Island Subdivision, and shall be binding on all parties purchasing lots in said Subdivision or their successors or assigns until January 1, 1972, at which time the said covenants shall be automatically extended for successive period of 10 years, unless by vote of a majority of the then owners of the lots described in said Willow Island Subdivision, it is agreed to change said covenants in whole or in part.

12. It is further expressly understood and agreed that the covenants set forth therein on part of the owners of said Subdivision shall attach to and run with all the lots and parcels of land surveyed and platted in Willow Island Subdivision; and it shall be lawful not only for the said Jack T. Atchison and Lewis B. Walker, but for their successors and assigns in title to any part or parcel of land described in said Willow Island Subdivision, 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 such person or persons and for damages against such persons violating said covenants or any part thereof, such damages to be deemed cumulative and not alternative.

13. Invalidation of any of these covenants or any part thereof, by any Court of competent jurisdiction, shall in no wise affect any of the provisions which shall remain in full force and effect.

In Witness Whereof, we have hereunto set our hands and seal, this the 11th day of June, 1962.

Jack T. Atchison (SEAL)

Lewis B. Walker (SEAL)

STATE OF ALABAMA

SHELBY COUNTY

I, Martha B. Joiner, a Notary Public in and for said County, in said State, hereby certify that Jack T. Atchison and Lewis B. Walker, 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 this instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand this 11th day of June, 1962.


Martha B. Joiner
Notary Public

STATE OF ALA SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 4 PM

6-11-62
RECORDED 13 MTG TAX
& S. DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.

Conrad H. Fowler
JUDGE OF PROBATE