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RESTRICTIONS FOR
BROOKSTONE ESTATES
AS RECORDED IN MAP BOOK 4, PAGE 53
PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

WHEREAS, the undersigned Mussey Construction Company, Inc., is the owner of Lots numbered 1 - 16, both inclusive, in the Brookstone Estates, map of which is recorded in Map Book 4, page 53, in the Probate Office, Shelby County, Alabama.

WHEREAS, the undersigned Mussey Construction Company, Inc. is desirous of establishing restrictions and limitations applicable to all lots owned by it in said survey.

NOW, THEREFORE, the undersigned Mussey Construction Company, Inc. does 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 purpose only and not for any purpose of business or trade.
2. No dwelling shall be erected on any lot in the said Brookstone Estates 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. 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 lot on said map as recorded in Map Book 4, page 53 in 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.
4. No outbuildings shall be erected except for the personal use of the property owner.
5. 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. Any fences or walls shall be of a decorative nature and are to be approved in writing by Mussey Construction Company, Inc., successors or assigns.
6. No outbuildings, buildings or residences shall be erected or begun on said property without plans, specifications, architectural designs, grads and locations therefore having been first submitted and approved in writing by said Mussey Construction 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 which the written approval of Mussey Construction Company, its successors or assigns,
7. 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.
8. The Mussey Construction Company, Inc., 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.
9. It is understood and agreed that said conditions, limitations and restrictions shall attach to and run with the land. 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.

10. 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 MUSSEY CONSTRUCTION COMPANY, INC., has hereunto set its signature by Howard E. Mussey, Its President, who is duly authorized thereto, on this the 23 day of October, 1962.

MUSSEY CONSTRUCTION COMPANY, INC.,

By Howard E. Mussey
Its President

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Howard E. Mussey, whose name as President of Mussey Construction Company, Inc., a 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 the 23rd day of October, 1962.

Walter C. [Signature]
Notary Public



BOOK 222 PAGE 872

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 10/23/62
RECORDED & \$..... 2. TAX
& \$..... DEED TAX HAS BEEN
PD. ON TH'S INSTRUMENT.

Conrad M. [Signature]
JUDGE OF PROBATE