

## RESTRICTIONS FOR CHEROKEE HILLS

Situated in East Half of Sec. 22  
Township 19 South, Range 2, West  
Shelby County, Alabama.  
As recorded in Map Book 5.  
Page 3, Probate Office of  
Shelby County, Alabama.

### RECITES:

THAT WHEREAS, the undersigned Carl W. Street, Kathryn G. Street, J. D. Wilson and Rebecca Wilson, Ben Street and Dorthy J. Street, Cecil W. Harris, Jr. and Martha A. Harris, are the owners of all lots in the Survey of Cherokee Hills, a map of which is recorded in Map Book 5, Page 3, in the Probate Office of Shelby County, Alabama.

AND WHEREAS, the undersigned owners are desirous of establishing certain restrictions and limitations applicable to all lots owned by them in said Survey.

NOW THEREFORE, the undersigned Carl W. Street, Kathryn G. Street, J. D. Wilson and Rebecca Wilson, Ben Street and Dorthy J. Street, Cecil W. Harris, Jr. and Martha A. Harris do hereby adopt the following building restrictions and limitations which shall be applicable to Lots 1 through 9, in Block 1, Lots 1 through 4, in Block 2, Lots 1 through 7, in Block 3, Lots 1 through 4, in Block 4, of said Survey of Cherokee Hills, which building restrictions and limitations are as follows:

1. That said property shall be used for residence purposes only and not for any purpose of business or trade.
2. No dwelling shall be erected in said Survey of Cherokee Hills of less than 1600 square feet, exclusive of porches or garages, and not less than 1200 square feet on the first floor of 1½ or 2 story buildings, for all lots in said subdivision.
3. That no Temporary buildings, servants houses, garages or other buildings shall be built and used for residence purposes prior to the completion of a dwelling house on said lots in accordance with these restrictions.
4. No dwelling shall be erected on said property, the front line of which (which means the front line of porches or any other projection not counting steps) shall be nearer the street on which the property faces than as shown on said Survey of Cherokee Hills, recorded in Map Book 5, Page 3, in the Probate Office of Shelby County, Alabama. No dwelling shall be erected on said property the side line of which (which means the side line of porches or any projection not counting steps) shall be nearer the side line of said property than 50 feet. On irregular shaped lots the dwelling must be located on same with written approval of Carl W. Street or Emmett Cloud Realty Company, its successors or assigns. Carl W. Street or Emmett Cloud Realty Company, its successors or assigns, reserves the right to modify the building line restrictions on any lot in said subdivision.
5. No outbuildings, garages or servants houses on said property shall be erected except for the personal use of the property owner.
6. No outbuildings, buildings, garages or servants houses shall be erected or begun on said property without plans, specifications, architectural designs, grades and locations therefor having been first submitted to Carl W. Street or Emmett Cloud Realty Company, its successors or assigns, for approval. Any fences or walls shall be of a decorative nature and are to be approved by Carl W. Street, or Emmett Cloud Realty 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 1 horse per acre allowed on each estate.
8. Carl W. Street, or Emmett Cloud Realty Company, as Agents, 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 in the said Subdivision of Cherokee Hills.
9. It is understood and agreed that said restrictions, conditions and limitations shall attach to and run with the land for a period of 25 years from October 6, 1964, at which time the said restrictions and limitations shall be automatically extended for successive periods of ten years, unless by a vote of the majority of the then owners of the lots it is agreed in writing to change said restrictions and limitations, in whole or in part. If the parties hereto, or any one of them, or theirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawfull for any other person or persons owning real property situated in said subdivision to prosecute any proceedings at law in equity against the persons, or person, 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.

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

IN WITNESS WHEREOF, the undersigned owners have hereunto set their hands and seals on this 6 day of October, 1964.

Carl W Street  
Carl W. Street

Kathryn G Street  
Kathryn G. Street

J. D. Wilson  
J. D. Wilson

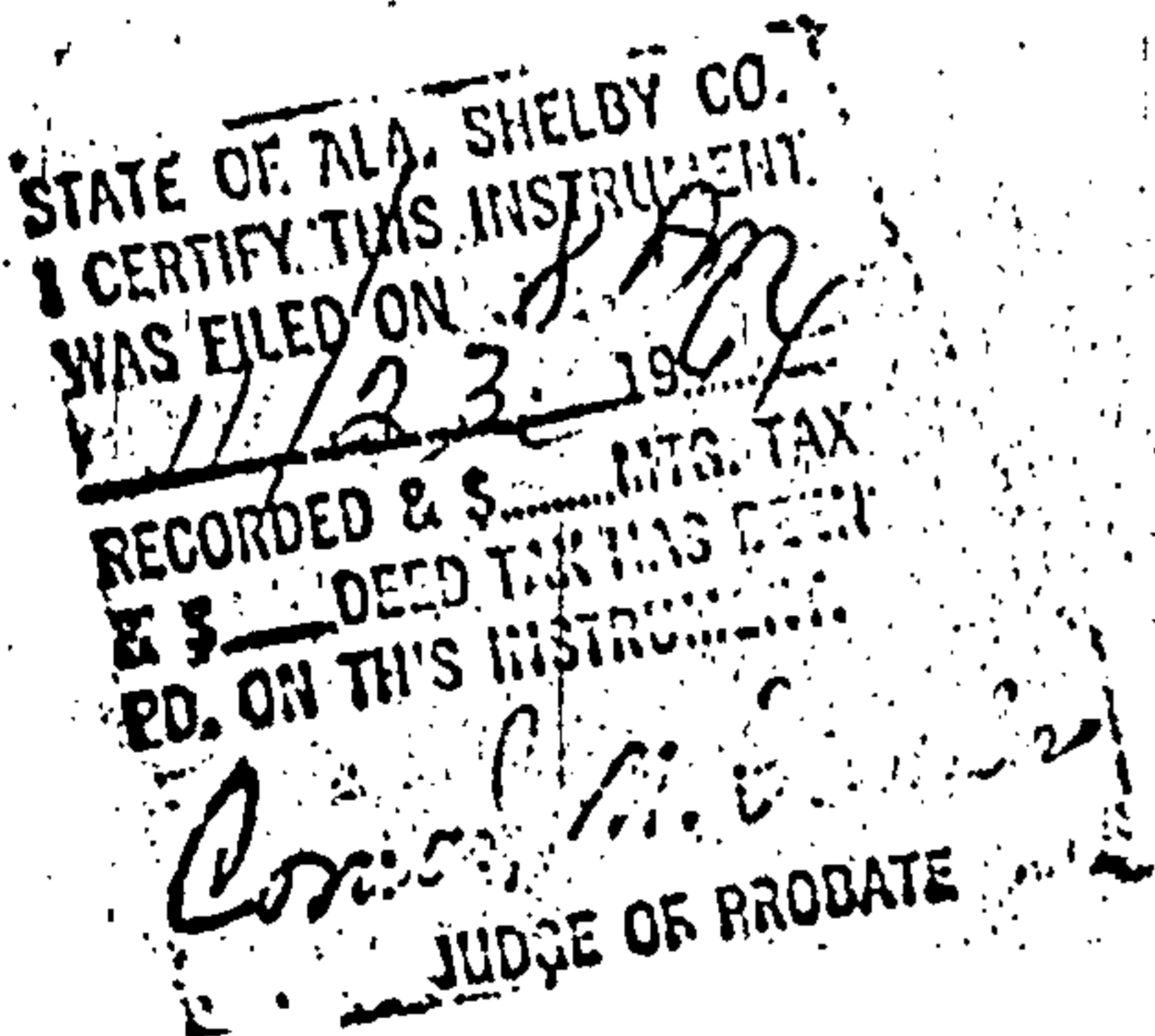
Rebecca Wilson  
Rebecca Wilson

Ben Street  
Ben Street

Dorothy J. Street  
Dorothy J. Street

Cecil W. Harris Jr.  
Cecil W. Harris, Jr.

Martha A. Harris  
Martha A. Harris



State of  
County of

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Carl W. Street & wife, Kathryn G. Street, Ben Street & wife, Dorothy J. Street, 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 the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this 7<sup>th</sup> day of October, 1964.

Emmett W. Cloud  
Notary Public

State of Tennessee  
County of Williamson

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. D. Wilson & Rebecca Wilson 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 the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this 6 day of October, 1964.

Alma D. Daffield  
Notary Public  
My Commission Expires July 22, 1967

State of  
County of

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that, Cecil W. Harris and wife, Martha A. Harris 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 the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this 3<sup>rd</sup> day of October, 1964.

Margaret Scruggs  
Notary Public