

STATE OF ALABAMA

SHELBY COUNTY

RESTRICTIVE COVENANTS

WHEREAS, the undersigned Bessie M. Mussey, individually, and Bessie M. Mussey, as Executrix of the Last Will and Testament of Edward Eugene Mussey, deceased, is the owner of the following designated real property, situated in Shelby County, Alabama, viz.:

(1) Lots No. 18-30, both inclusive, in Sector Two, Brookstone Subdivision, according to map or plat recorded in Map Book 5 at page 14 in the Office of Probate Judge of Shelby County, Alabama, and also

(2) The North Half of SE $\frac{1}{4}$ of Section 21, Township 21 South, Range 2 West, except the West 531 feet thereof,

all of said real property being hereafter referred to as "said property", and

WHEREAS, the undersigned Bessie M. Mussey, individually, and Bessie M. Mussey, as Executrix of the Last Will and Testament of Edward Eugene Mussey, deceased, for herself, her heirs, successors, and assigns, is desirous of establishing restrictions and limitations applicable to all of said property, for the benefit of all of said property,

NOW, THEREFORE, the undersigned Bessie M. Mussey, individually, and Bessie M. Mussey, as Executrix of the Last Will and Testament of Edward Eugene Mussey, deceased, hereinafter referred to as "said Owner", for herself, her heirs, successors, and assigns, does hereby adopt the following conditions, restrictions, covenants, and limitations, which shall apply in their entirety to all of said property, and shall hereafter be included as a part of the consideration in transferring and conveying title to any or all of said property, as follows, to-wit:

1. The 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 property of less than 1500 square feet, exclusive of porches, and not less than 1200 square feet on the first floor of 1 $\frac{1}{2}$ 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 50 feet,

Doc 249 p. 92A

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 said owner, her heirs, successors, and assigns.

6. No outbuildings, buildings or residences shall be erected or begun on said property without plans, specifications, architectural designs, grade and locations therefore having been first submitted and approved in writing by said Owner, her heirs, successors, and assigns. No lot may be subdivided or reduced in size by voluntary alienation, judicial sale or other proceedings, except at the discretion and with the written approval of said Owner, her heirs, successors, and 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 said Owner, her heirs, successors, and 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 said Owner, Bessie M. Mussey, individually, and as Executrix of the Last Will and Testament of Howard Eugene Mussey, deceased, for herself and for her heirs, successors, and assigns, has hereunto set her signature on this the 14 day of September, 1967.

Bessie M. Mussey
Bessie M. Mussey, Individually

Bessie M. Mussey, Admin.
Bessie M. Mussey, as Executrix of the Last Will and Testament of Howard Eugene Mussey, deceased

STATE OF ALABAMA

JEFFERSON COUNTY

I, J. B. Davis, a Notary Public in and for said State, hereby certify that Bessie M. Mussey, individually, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 14 day of September, 1967.

J. B. Davis
Notary Public

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED
1967 SEP 16 AM 9:27
McC. FILE NUMBER 03
REC. FILE PAGE AS SHOWN ABOVE
Comd. of Probate
JUDGE OF PROBATE

STATE OF ALABAMA

JEFFERSON COUNTY

I, J. B. Davis, a Notary Public in and for said County, in said State, hereby certify that Bessie M. Mussey whose name as Executrix of the Last Will and Testament of Howard Eugene Mussey, deceased, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, she, in her capacity as such Executrix, executed the same voluntarily on the day the same bears date.

Given under my hand this the 14 day of September, 1967.

J. B. Davis
Notary Public

BOOK 249 PAGE 926