

9243

RESTRICTIONS

FOR HIGHLANDS SUBDIVISION

RECORDED IN MAP BOOK 5, PAGE 26

PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

WHEREAS, the undersigned, CENTRAL DEVELOPMENT CORPORATION, INC., is the owner of all the lots in Highlands Sub-Division, map of which is recorded in Map Book 5 page 26, in the Probate Office of Shelby County, Alabama.

WHEREAS, the undersigned, CENTRAL DEVELOPMENT CORPORATION, INC. is desirous of establishing restrictions and limitations applicable to all lots owned by him in said survey.

NOW, THEREFORE, the undersigned CENTRAL DEVELOPMENT CORPORATION, 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 purposes only and not for any purpose of business or trade.
2. No dwelling shall be erected on any lot in the said subdivision of less than 1000 square feet, exclusive of porches, and not less than 900 square feet on the first floor of 1½ and 2 story buildings.
3. That no temporary buildings, stables, garages, or other buildings shall be built and used for residence purposes prior to the completion of a dwelling on said lots in accordance with these restrictions. No more than one outbuilding shall be built on any lot in said subdivision.
4. 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 30 feet, 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 15 feet. Central Development Corporation, Inc. reserves the right to modify the building line restrictions on any lot in said subdivision by written document.
5. No outbuildings shall be erected except for the personal use of the property owner, no trailers or mobile homes shall be placed on said property.
6. No fences or walls above the grade of the estate shall be erected, nor growing hedges planted and maintained on said property, nearer the street than front line of the dwelling. Any fences or walls shall be of a decorative nature and are to be approved in writing by Central Development Corporation, Inc., its successors or assigns.
7. No outbuildings, buildings or residences shall be erected or begun on said property without plans, specifications, architectural designs, grades and location therefor having been first submitted to and approved in writing by Central Development Corporation, Inc., 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 with the written approval of Central Development Corporation, Inc., its successors or assigns.
8. No animals will be allowed except for dogs and cats, limited to a per lot aggregate of four.
9. Central Development Corporation, 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 it.
10. No lot shall be sold or used for the purpose of extending any public or private road, street, or alley, or for the purpose of opening any road, street, or alley except by the prior written consent of Central Development Corporation, Inc., its successors and assigns.

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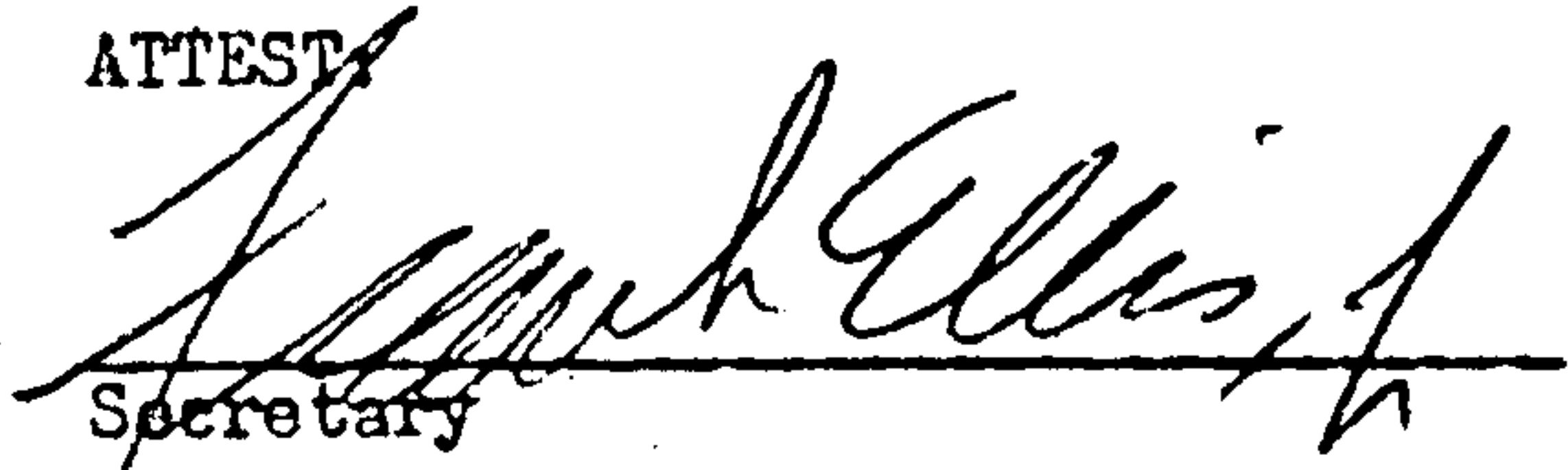
It is understood and agreed that said conditions. limitations and restrictions shall attach to and run with the land for a period of 25 years from date hereof, at which time said restrictions and limitations shall be automatically extended for successive periods of ten years, unless by a vote of a majority 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 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 doing or to recover damages or other dues from such violations.

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 affect.

IN WITNESS WHEREOF, Central Development Corporation, Inc., by its President Basil R. Smith, who is authorized to execute this instrument, has hereto set its signature and seal, this the 1st day of December, 1968.

CENTRAL DEVELOPMENT CORPORATION, INC.

ATTEST


Secretary

By


Its President

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Basil R. Smith whose name as President of Central Development Corporation, Inc., a Corporation, 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 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 1st day of December, 1968.


Notary Public

STATE OF ALA. SHELBY CO.
CERTIFY THIS
INSTRUMENT WAS FILED
FEB 24 AM 10:23
U.C.C. FILE NUMBER OR
REC. BK. & PAGE AS SHOWN ABOVE
JUDGE OF PROBATE