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RESTRICTIONS
FOR SUNRISE COVE

In E $\frac{1}{2}$ of NW $\frac{1}{4}$ and W $\frac{1}{2}$ of NE $\frac{1}{4}$ Section 13
Township 21 South, Range 1 East, Shelby
County, Alabama.

THAT WHEREAS, the undersigned O'Neal C. Crumpton and wife, Beatrice B. Crumpton and Frances W. Lokey are the owners of all the lots in the Survey of "Sunrise Cove", a map of which is recorded in Map Book 5 Page 31 in the Probate Office of Shelby County, Alabama.

WHEREAS, the undersigned O'Neal C. Crumpton and wife, Beatrice B. Crumpton and Frances W. Lokey are desirous of establishing certain restrictions and limitations applicable to all lots owned by them in the said Survey of "Sunrise Cove";

NOW, THEREFORE, the undersigned O'Neal C. Crumpton and wife, Beatrice B. Crumpton and Frances W. Lokey do hereby adopt the following restrictions and limitations which shall be applicable to all lots in the said survey of "Sunrise Cove".

1. That said property shall be used for residential purposes only and not for any purpose of business or trade, except for Lot No. 4 which is hereby reserved by the owner, O'Neal C. Crumpton and Beatrice B. Crumpton, for the purpose of using the same for roadway, passageway, and erecting a launching ramp thereon for the use of off-shore property owners, or for residential purposes as the other lots at the election of the owners or their successors in title. It is understood and agreed that the owners own acreage lying south of Lots 14, 7, 3 and a portion of Lot 2 which they propose to use the inlet shown on the map for use of off-shore property owners, should they desire.

2. No dwelling shall be erected on any lot in the said survey of "Sunrise Cove" of less than 1,000 feet, exclusively of porches, carports or terraces, and not less than 300 feet on the first floor of 1 $\frac{1}{2}$ or 2 story dwellings.

3. No building, except for a single dwelling house designed for the use of one family, with no more than one outbuilding (except for small well or pump house) shall be built on any lot in the said subdivision.

4. No trailers, temporary buildings, garages or other buildings shall be built and used for residential purposes prior to the completion of a dwelling house on said lots in accordance with these restrictions.

5. No dwelling shall be erected on said property, the front line of which (meaning the front line of porches or any projection, not counting steps) shall be nearer the road, or street right of way on which said lot faces, than as shown by the recorded map of "Sunrise Cove". No dwelling shall be erected on said property, the side line of which (meaning the side line of porches or any projection, not counting steps) shall be nearer the side line of said property than 25 feet. No detached outbuilding or garage shall be erected nearer the side lot lines than 25 feet. The undersigned owners, or Emmett Cloud Realty Company, its successors or assigns, reserve the right to modify the building line restrictions on any lot in the said subdivision of "Sunrise Cove".

6. No fences or walls nor growing hedges planted and maintained, exceeding 3 feet in height shall be permitted closer to the road or street r/o/w, on which the property faces than the front line of the residence. All fences and walls shall be of a decorative nature. No lot shall be cultivated for crops of any sort, except for a small kitchen garden which shall be suitably located.

7. There shall not be built, maintained or kept on any lot on said property, a cess pool, privy, privy vault or receptacle of any kind for the storage of liquid waste, except tanks of an improved type, completely acceptance to the Shelby County Health Department or authorities. All septic tanks and adequate field lines must be inspected and approved by said Department or authorities. No septic tank or field lines shall be constructed within 10 feet of an adjoining property line. No sewer or drainage line shall be constructed or laid which shall empty on or become a nuisance to the adjoining property.

8. No outbuildings, buildings or residence shall be erected or begun on said property without plans, specifications, architectural designs, grades and locations therefore having been first submitted to and approved by the undersigned owners or Emmett Cloud Realty 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 of and with the written approval of the undersigned owners, or Emmett Cloud Realty Company, its successors or assigns.

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9. No pigs, goats, cows, horses or chickens may be kept on said property. No dog kennels or places for the raising of livestock or other animals will be allowed; owners may have pet dogs, cats or birds, which must be confined to the premises and not allowed to become a nuisance to other property owners in the said subdivision of Sunrise Cove.

10. No occupant of any lot may accomodate boarders or lodgers for hire on the said premises

11. Road, or street, rights of way are shown by said map of "Sunrise Cove" as recorded in Map Book 5 Page 31 in the Probate Office of Shelby County, Alabama, as well as permanent easements and channels. Said rights of way, easements or channels may be entered by the undersigned owners, or a public agency, for the purpose of improvements or maintenance.

It is understood and agreed that the foregoing conditions, limitations and restrictions shall attach to and run with the land for a period of twenty-five (25) years from May 21 1968, at which time the said restrictions and limitations shall be automatically extended for successive periods of ten (10) years, unless by a vote of the then owners, in majority, of the lots included in this survey of "Sunrise Cove" 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 Survey of "Sunrise Cove" 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.

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.

and wife, Beatrice B. Crumpton
IN WITNESS WHEREOF, the undersigned Oneal C. Crumpton and Frances W. Lokey have hereunto set their hands and seals this 21st day of May, 1968.

Frances W. Lokey
Oneal C. Crumpton
Beatrice B. Crumpton

State of Alabama
Shelby County

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Oneal C. Crumpton and Frances W. Lokey, 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 this 21st day of May, 1968

Emmett W. Cloud
Notary Public

State of Alabama
Shelby County

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Frances W. Lokey, a widow, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 21st day of May, 1968.

Emmett W. Cloud
Notary Public

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RECEIVED
MAY 25 1968
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RECORDS & COMM. DIV.
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