

1304
RESTRICTIONS FOR INDIAN CREST ESTATES

SECOND SECTOR

As recorded in Map Book 5, Page 42,
In the Probate Office Shelby County,
Alabama.

RECITES:

THAT WHEREAS, the undersigned Emmett W. Cloud and wife, Margaret B. Cloud, are the owners of all lots in the Survey of Indian Crest Estates, Second Sector, a map of which is recorded in Map Book 5, Page 42, in the Probate Office of Shelby County, Alabama.

Whereas, the undersigned Emmett W. Cloud and wife, Margaret B. Cloud, are desirous of establishing certain restrictions and limitations applicable to all lots owned by them in the said Survey of Indian Crest Estates, Second Sector.

NOW THEREFORE, the undersigned Emmett W. Cloud and wife, Margaret B. Cloud, do hereby adopt the following restrictions and limitations which shall be applicable to all lots in the said Survey of Indian Crest Estates, Second Sector, 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 Indian Crest Estates, Second Sector, of less than 1800 square feet, exclusive of porches or garages, and lot less than 1200 square feet on the first floor of 1½ or 2 story dwellings.

3. That no temporary dwellings, stables, 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. No more than one outbuilding, except for small well or pump house, shall be built on any lot in said subdivision.

4. 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 on which said lot faces than as shown by the recorded map of Indian Crest Estates, Second Sector. 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 each side line of said property than 50 feet. No detached outbuildings or garages shall be erected nearer the side lot lines than 50 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 Indian Crest Estates, Second Sector.

5. No outbuildings shall be erected except for the personal use of the property owner.

6. No fences or walls above the grade of the lot shall be erected, nor growing hedges planted and maintained on said property nearer than 15 feet from the front property line; all fences and walls shall be of a decorative nature and are to be approved by the undersigned owners, or Emmett Cloud Realty Company, 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 therefore having been first submitted to and approved by the undersigned owners, or Emmett Cloud Realty Company, its successors or assigns. All septic tanks must be of an improved type, such tanks together with adequate field lines must be approved and completely acceptable to the Shelby County Health Department. 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. 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 the undersigned owners, or Emmett Cloud Realty Company, its successors or assigns.

8. 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 lot.

9. The undersigned owners, or Emmett Cloud Realty Company, its successors or assigns, reserves the right to modify, release, amend, void or transfer 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 for Indian Crest Estates, Second Sector.

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 Jan. 31, 1969, 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 one 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 subdivision of Indian Crest Estates, Second Sector, 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.

IN WITNESS WHEREOF, the undersigned Emmett W. Cloud and wife, Margaret B. Cloud, have hereunto set their hands and seals this 31 day of January, 1969.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
FEB 1 1969 AM 7:56
U.C.C. FILE NUMBER OR
REC. BK. & PAGE AS SHOWN ABOVE
JUDGE OF PROBATE

Emmett W. Cloud
Emmett W. Cloud

Margaret B. Cloud
Margaret B. Cloud

State of Alabama
Jefferson County

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Emmett W. Cloud and wife, Margaret B. Cloud, 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 31 day of January, 1969.

Margaret Scroggs
Notary Public