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Shelby Cnty Judge of Probate, AL
02/04/1971 12:00:00 AM FILED/CERT

RESTRICTIONS FOR

SHELBY SHORES, INC. 1970 Sector
AS RECORDED IN MAP BOOK 5, PAGE 68
IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

WHEREAS, the undersigned Shelby Shores, Inc. is the owner of all the lots in the Shelby Shores, 1970 Sector map of which is recorded in Map Book 5, page 68, in the Probate Office of Shelby County, Alabama.

WHEREAS, the undersigned Shelby Shores, Inc., 1970 Sector is desirous of establishing restrictions and limitations applicable to all lots owned by it in said survey.

NOW, THEREFORE, the undersigned Shelby Shores, 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. The premises shall be conveyed and shall be used exclusively for residential purposes, except as to those lots designated as business or commercial areas on the map or maps of Shelby Shores, and no more than one single family dwelling house may be erected on each residential lot, nor more than one other building for garage or storage purposes in connection therewith.

2. Buildings shall be neat in appearance, and no building or structure shall be moved, constructed or erected on the premises, that may be considered detrimental to the development. Wood exteriors shall be stained or painted with two coats of paint or stain.

3. No outside toilets shall be allowed and sanitary arrangements must comply with State and Local laws and regulations.

4. No residence of less than 900 square feet of heated area shall be erected or constructed on each lot.

5. There shall be no building, porch or projection extending nearer than thirty (30) feet from the front line of any lot or within twenty (20) feet from the property line of any abutting property owner.

6. Subject to the right to install and service electric lines, telephone lines, gas and water mains, over and upon any and all lots, streets, rights of way, beaches or recreation areas or the right to license or permit the same to be done.

7. Subject to the right to locate and install drains where necessary, and to cause or permit drainage of surface waters over and/or through any of the aforesaid lots.

8. No animal or fowl shall be kept or maintained on said property, but nothing herein shall be construed to prevent or prohibit the owner from keeping as a domestic pet, a cat, dog, or birds.

9. House Trailers shall be prohibited on any lots, except on reserved Trailer Sections and temporary structures of any type will be prohibited without special permission from Shelby Shores, Inc. or assigns, and no "FOR SALE" signs shall be posted without special permission.

10. No lot may be sub-divided or reduced in size by voluntary alienation, judicial sale or other proceedings, except at the direction and with the written consent of Shelby Shores, Inc., or their successors or assigns.

11. In the event the majority of owners of the lots sold in this development so agree after September 30, 1967, Shelby Shores, Inc. or their assigns shall have the right to assess each lot sold in the subdivision not more than $20.00 per year. This money to be used for paying a caretaker, the improvement and maintenance of roads, beaches, parks, etc.. Said assessment shall be a lien against said lots until paid.

12. Any and all of the foregoing covenants, terms, conditions, restrictions and limitations can be altered, changed, cancelled or amended at any time by Shelby Shores, Inc. or their successors or assigns, and without the consent of any of the grantees or subsequent purchasers of any of said lots.

13. These restrictions shall be considered as covenants running with the land and shall bind the purchaser and his heirs, executors, administrators and all future assigns of said premises or any part or parts thereof. Said covenants shall be or may be changed after September 3o, 1967, by a majority of the owners of the lots in this subdivision.

14. No firearms shall be discharged in the residential area of Shelby Shores.

15. The exterior finish and general clean-up of construction must be completed within one year after starting construction of cottage. Any unfinished or temporary type of material is prohibited for use on the exterior of any residence built in Shelby Shores.

IN WITNESS WHEREOF, the SHELBY SHORES, INC., has hereunto set its signature by Conrad M. Fowler, Its President, who is duly authorized thereto, on this the 1 day of February, 1971.

SHELBY SHORES, INC.,

By Conrad M. Fowler
President

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Conrad M. Fowler, whose name as President of SHELBY SHORES, INC., a Corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me that on this day, 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 1 Day of February, 1971.

Karen Blanchard
Notary Public

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STATE OF ALABAMA
SHELBY COUNTY
I HEREBY CERTIFY THIS
INSTRUMENT WAS FILED
1971 FEB -4 AM 9:43
UNOFFICIAL RECORD
REC. BK. & PAGE AS SHOWN ABOVE
Judge of Probate

BOOK 209 PAGE 108