

5415

COVENANTS AND RESTRICTIONS

STATE OF ALABAMA

SHELBY COUNTY

19711115000048490 1/3 \$.00  
Shelby Cnty Judge of Probate, AL  
11/15/1971 12:00:00 AM FILED/CERT

THAT WHEREAS, the undersigned heretofore owned all of the hereinafter described property.

WHEREAS, a portion of the hereinafter described property was inadvertently conveyed without restrictions being shown on the deed, however, the purchasers on agreement at the time of purchase, knew that the restrictions were to be placed on said property and they purchased the same with this understanding; said property being described as follows:

All that part of the hereinafter described land lying South of County Road No. 14:

Begin at the southeast corner of Section 15, Township 19 South, Range 2 West, thence run northerly along the east boundary line of said Section 15 for 793.95 feet; thence turn an angle of 89 deg. 51 min. 23 sec. to the left and run westerly 1318.99 feet more or less, to a point on the center line of a County road; thence turn an angle of 127 deg. 16 min. 40 sec. to the left and run southeasterly along the center line of said road for 160.64 feet; thence turn an angle of 04 deg. 43 min. 15 sec. to the right and continue southeasterly along the center line of said road for 247.58 feet; thence turn an angle of 07 deg. 16 min. 10 sec. to the right and continue southeasterly along the center line of said road for 141.17 feet; thence turn an angle of 08 deg. 18 min. 15 sec. to the right and continue southeasterly along the center line of said road for 200.0 feet; thence turn an angle of 05 deg. 24 min. to the right and continue southeasterly along the center line of said road for 143.28 feet; thence turn an angle of 07 deg. 15 min. to the right and continue southeasterly along the center line of said road for 200.0 feet; thence turn an angle of 08 deg. 11 min. to the right and run southwesterly along the center line of said road for 200.0 feet; thence turn an angle of 08 deg. 27 min. to the right and continue southwesterly along the center line of said road for 200.0 feet; thence turn an angle of 07 deg. 12 min. to the right and continue southwesterly along the center line of said road for 81.59 feet; thence turn an angle of 92 deg. 19 min. to the left and run southeasterly for 1084.43 feet; more or less, to a point on the east boundary line of the NE $\frac{1}{4}$  of NE $\frac{1}{4}$  of said Section 22, Township 19, Range 2 West; thence turn an angle of 108 deg. 30 min. to the left and run northerly along the east boundary line of said NE $\frac{1}{4}$  of NE $\frac{1}{4}$  of said Section 22 for 996.85 feet to the point of beginning. This land being a part of the SE $\frac{1}{4}$  of SE $\frac{1}{4}$  of Section 15, and a part of the NE $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 22, all being in Township 19 South, Range 2 West, being 38.512 acres more or less, excepting, however, the right of way of the County Road as now located; Also EXCEPTING the lot sold to Willie & Julia Carlisle; and also EXCEPTING the lot sold to Frank and Rebecca Matteo on January 1964 as shown by deed recorded in Deed Book 229 page 209, situated in Shelby County, Alabama.

WHEREAS, the undersigned owners are desirous of establishing certain restrictions and limitations applicable to all lots owned by them which are described in the above description.

NOW THEREFORE, the undersigned do hereby adopt the following building restrictions and limitations which shall be applicable to the above described property, which building 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 property of less than 1600 square feet, exclusive of porches or garages, and not less 1200 square feet on the first floor of 1½ or 2 story buildings, for all lots included in said description.

3. That no Temporary buildings, servants houses, 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.

4. No dwelling shall be erected on said property, the front line of which (which means the front line of porches or any other projection not counting steps) shall be nearer the street on which the property faces than 50 feet. No dwelling shall be erected on said property the side line of which (which means the side line of porches or any projection not counting steps) shall be nearer the side line of said property than 20 feet. On irregular shaped lots the dwelling must be located on same with written approval of Carl W. Street, his heirs or assigns. Carl W. Street, his heirs or assigns reserves the right to modify the building line restrictions on any lot sold from above described land.

5. No outbuildings, garages or servants houses on said property shall be erected except for the personal use of the property owner.

6. No outbuildings, buildings, garages or servants houses shall be erected or begun on said property without plans, specifications, architectural designs, grades and locations therefor having been first submitted to Carl W. Street, his heirs or assigns, for approval. Any fences or walls shall be of a decorative nature and are to be approved by Carl W. Street, his heirs or assigns.

7. Animals or fowls will be allowed except pigs, goats, cows or chickens. No dog kennels will be allowed, or more than 1 horse per acre allowed on each estate.

8. Carl W. Street, his heirs or assigns, reserve 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 sold from above described property.

9. It is understood and agreed that said restrictions, conditions and limitations shall attach to and run with the land for a period of 25 years from September 1, 1971, at which time the said restrictions and limitations shall be automatically extended for successive periods of ten years, unless by a vote of the 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 description to prosecute any proceedings at law in equity against the persons, or person, 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 effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned owners have hereunto set their hands and seals on this 8th day of November, 1971.



19711115000048490 2/3 \$.00  
Shelby Cnty Judge of Probate, AL  
11/15/1971 12:00:00 AM FILED/CERT

Carl W. Street  
Carl W. Street

Kathryn G. Street  
Kathryn G. Street

STATE OF ALABAMA

General Acknowledgment

SHELBY COUNTY

I, *Martha B. Joiner*, a Notary Public in and for said County, in said State, hereby certify that Carl W. Street and wife Kathryn G. Street 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 8th day of November, 1971.

*Martha B. Joiner*  
Notary Public



19711115000048490 3/3 \$.00  
Shelby Cnty Judge of Probate, AL  
11/15/1971 12:00:00 AM FILED/CERT

STATE OF ALA. SHELBY CO.  
NOTARY THIS  
INSTRUMENT WAS FILED  
1971 NOV 15 AM 11:09  
U.C.C. FILE NUMBER OR  
REC. EX. & PAGE AS SHOWN ABOVE  
*Don't forget to file*  
JUDGE OF PROBATE