

STATE OF ALABAMA

COUNTY OF SHELBY

26

PART A. KNOW ALL MEN BY THESE PRESENTS: That, whereas, A. M. Harper as Trustee according to Indenture of Trust dated September 1, 1972, is the owner of that certain tract or parcel of land described on Exhibit "A", attached hereto, being and lying in Shelby County, Alabama.

NOW, THEREFORE, in consideration of the premises and other valuable considerations, the receipt whereof is hereby acknowledged the said A. M. Harper, Trustee as aforesaid, does hereby agree that said property and all of said tract shall be subject to the following covenants, terms, conditions, restrictions and limitations:

PART B. AREA OF APPLICATION

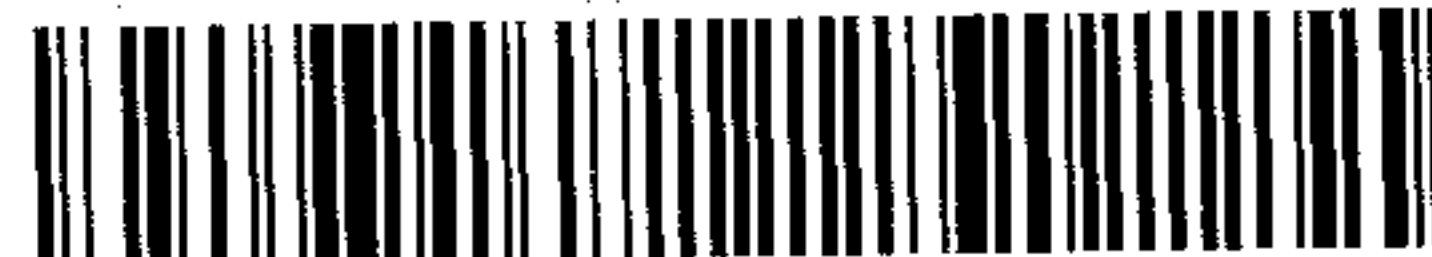
B-1 FULLY PROTECTED RESIDENTIAL AREA. The residential area covenants in Part C in their entirety shall apply to the entire tract.

PART C. RESIDENTIAL AREA COVENANTS

C-1 LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for more than two cars.

C-2 ARCHITECTURAL CONTROL. No building shall be erected, placed or altered until the construction plans and specifications and a plan showing the location of the structure have been approved as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation by all appropriate agencies of the County and/or municipality, if any, in which said tract is located. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line.

C-3 DWELLING SIZE. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,500 square feet for a one-story dwelling, nor less than 1,200 square feet for a dwelling of more than one story.



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C-4 BUILDING LOCATION. 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 50 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 35 feet.

C-5 NUISANCES. No noxious or offensive activity shall be carried on upon said tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to neighboring lands.

C-6 TEMPORARY STRUCTURES. No structure of a temporary character, trailer basement, tent, shack, garage, barn, or other outbuilding shall be used on said tract at any time as a residence either temporarily or permanently.

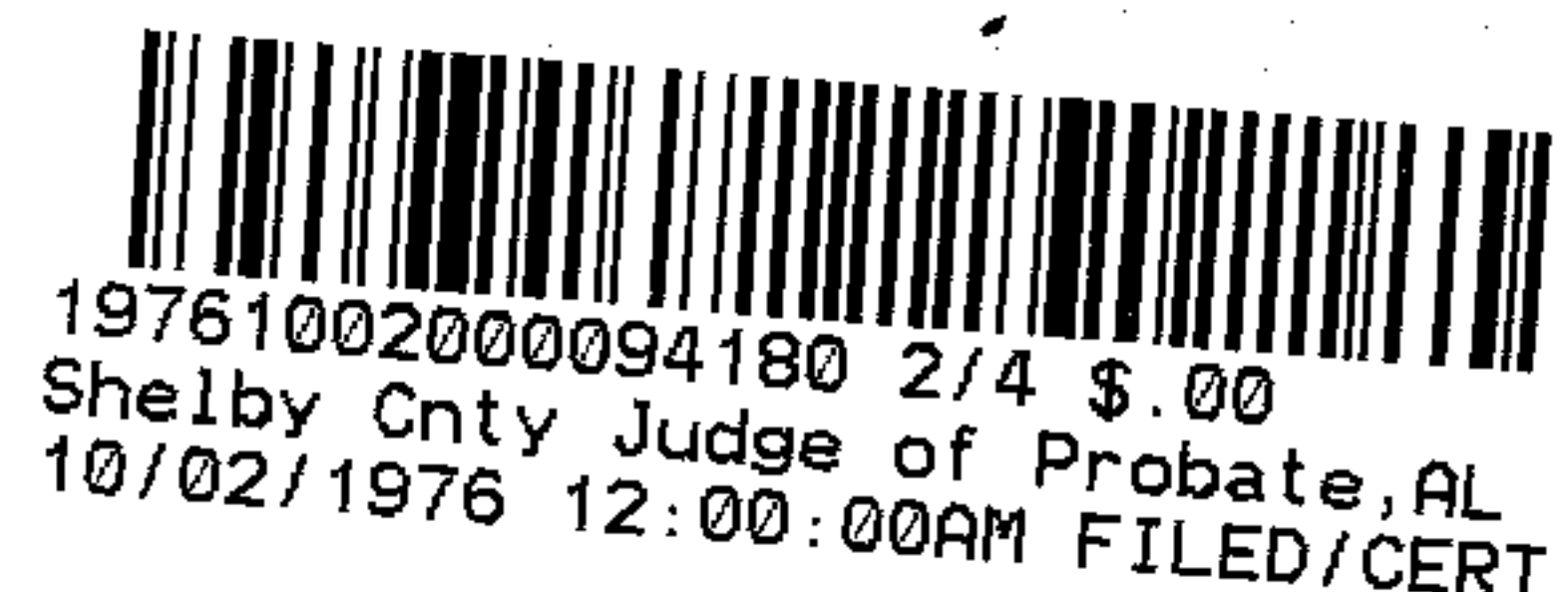
C-7 SIGNS. No sign of any kind shall be displayed to the public view on said tract except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

C-8 OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon said tract, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on subject tract.

C-9 LIVESTOCK AND POULTRY. Animals or fowls will be allowed, except pigs, goats, or chickens. No dog kennels will be allowed, or more than one (1) horse per acre allowed on each estate.

C-10 GARBAGE AND REFUSE DISPOSAL. Subject tract shall not be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

C-11 SEWAGE DISPOSAL. No individual sewage-disposal system shall be permitted on subject tract unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authority.



PART D. GENERAL PROVISIONS

D-1 TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless any instrument signed by a majority of the then owner or owners of the tract and all portions thereof has been recorded; agreeing to change said covenants in whole or in part.

D-2 ENFORCEMENT. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

D-3 SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said A. M. Harper, as Trustee, according to Indenture of Trust dated September 1, 1972, has caused this instrument to be executed in his said representative capacity as he is duly authorized on the day and year first below written, has hereto set his hand and seal on this the 28<sup>th</sup> day of Sept, 1976.

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BY: A. M. Harper  
A. M. Harper, Trustee according to Indenture of Trust dated September 1, 1972.

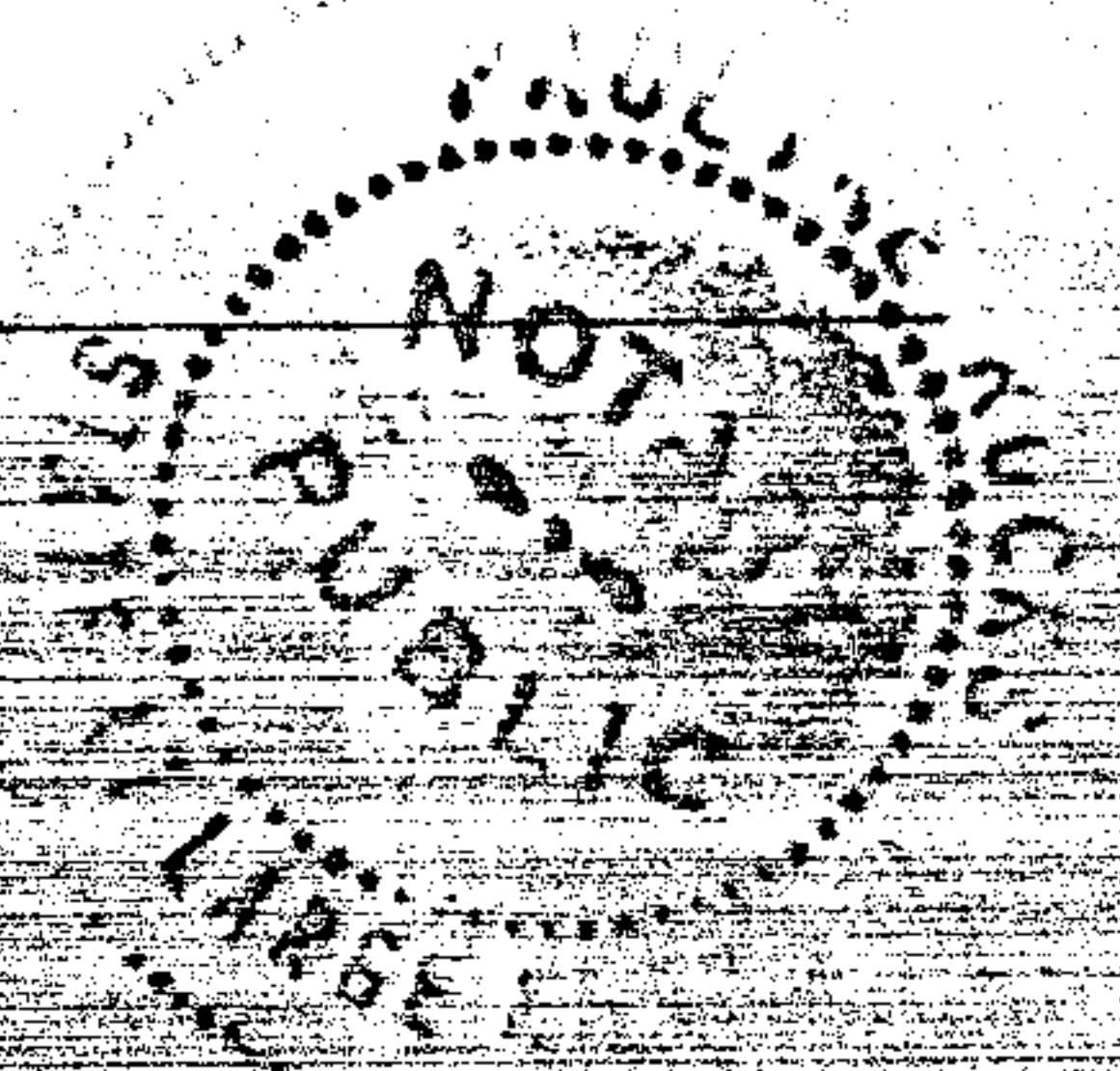
STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that A. M. Harper, whose name as Trustee under Indenture of Trust dated September 1, 1972, is signed to the foregoing conveyance in his said representative capacity as Trustee, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his said representative capacity and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 28<sup>th</sup> day of Sept, 1976.

Pauline Rucker  
Notary Public



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EXHIBIT "A"

STATE OF ALABAMA

COUNTY OF SHELBY

LEGAL DESCRIPTION

From the NW corner of the NE 1/4 of Section 5, T-20-S, R-1-E, Run Eastwardly along the North line of said 1/4 section a distance of 868.38 ft. to a point on the West right-of-way line of a county road; thence right 94°-19' a distance of 176.22 ft. along the West right-of-way line of said county road to the point of beginning; thence left 10°-27' a distance of 367.23 ft. along the chord of a curve to the left on said right-of-way line; thence left 08°-09' a distance of 302.70 ft. along the chord of a curve to the left on said right-of-way line; thence left 105°-17' a distance of 726.45 ft; thence left 132°-29' a distance of 890.0 ft. to the point of beginning of the property herein described.

Five acres, more or less.

*Conrad M. Davidson*  
JUDGE OF PROBATE

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
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