

STATE OF ALABAMA }  
SHELBY COUNTY }



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Shelby Cnty Judge of Probate, AL  
02/23/1978 12:00:00 AM FILED/CERT

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RESTRICTIVE COVENANTS FOR REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that, whereas, the undersigned, Graham Webster and wife, Ruby T. Webster, are the owners of the following described real estate, situated in Shelby County, Alabama, viz:

The SW $\frac{1}{4}$  of NW $\frac{1}{4}$  and the NW $\frac{1}{4}$  of NW $\frac{1}{4}$ , except that portion thereof heretofore conveyed by said Graham Webster and wife, Ruby T. Webster, all in Section 1, Township 21 South, Range 5 West, in Shelby County, Alabama.

and, whereas, said undersigned owners anticipate conveying a portion of said real estate to others, and

Whereas, said undersigned owners have determined that certain restrictive covenants, as hereinafter set out, will benefit said real estate and the owners thereof,

NOW THEREFORE, in consideration of said premises, said undersigned owners, namely, Graham Webster and wife, Ruby T. Webster, do now restrict said above described real estate, and the use thereof, and do now covenant that said land, and the use thereof, including such portions thereof as may be conveyed to others and such portion thereof which may be retained by themselves, their <sup>heirs,</sup> successors and assigns, is now, and shall be henceforth restricted and limited as follows, to-wit:

1. The said property as hereinabove described shall be used for single family residential purposes only, with no residential building to be constructed on a lot or parcel of less than nine acres in area. Residential buildings erected on said parcels (of nine or more acres) shall contain a minimum of 1,400 square feet of living area on the ground level and the exterior construction of any such residential building shall be of materials other than asbestos siding and concrete blocks. Barns, storage houses, well houses, and other outbuildings may be constructed to serve the main single family dwelling house buildings which may be located on said property, so long as the construction thereof is <sup>in</sup> a workmanlike manner and in keeping with the construction and architecture of said dwelling for which such building or buildings are to serve.

2. Animals, except hogs, chickens and goats, may be used and kept on the property; however, the use of said animals shall be for domestic and recreational purposes and not for commercial, that is, there shall be no business activity carried on in conjunction with said animals.

3. No privies, or open toilets, can be erected or maintained on said property, but sanitary facilities must be by septic tank and field lines approved by the proper County or Municipal Governmental Agency or authority. In the event public sewer connections are obtained, they shall be used in conjunction with said property.

4. No noxious or offensive activity shall be carried on upon any parcel hereafter conveyed, nor shall anything be done thereon which may become a nuisance or annoyance.

5. No trailer shall be used on the property as a temporary or permanent residence by either the owner himself or as quarters for his servant or anyone else.

6. The restrictions and covenants herein enumerated shall attach to and shall run with the land, and shall be deemed covenants running with the land, and shall be perpetual and binding on the undersigned owners, their heirs, successors, and assigns, and all persons claiming under or through them until December 31, 1996, at which time the said restrictions and covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of the majority of the then owners of more than one-half of the land hereinabove described, said restrictions and covenants may be amended or revoked in whole or in part.

7. If the parties hereto or their heirs, successors, or assigns, or anyone claiming under or through them, shall violate or attempt to violate any of these covenants herein, it shall be lawful for any other person or persons owning any real property situated within said land hereinabove described to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from so doing or to recover damages for such violation.

8. Invalidity of any of these covenants by judgment or court order shall in no wise effect any other provisions, which shall remain in full force and effect.

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9. The said undersigned, Graham Webster and wife, Ruby T. Webster, do hereby restrict the use and sale and the conveyance of the property above described, and said property shall only be used, sold and conveyed subject to the foregoing restrictions, reservations, and covenants which shall be accepted by each grantee and purchaser thereof as a part of the consideration for such purchase.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 23<sup>rd</sup> day of February, 1978.

Graham Webster (SEAL)  
Graham Webster

Ruby T. Webster (SEAL)  
Ruby T. Webster

STATE OF ALABAMA )

Shelby COUNTY )

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Graham Webster and wife, Ruby T. Webster, whose names are signed to the foregoing Restrictive Covenants for Real Estate, and who are known to me, acknowledged before me on this day that, being informed of the contents of the Restrictive Covenants for Real Estate, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 23<sup>rd</sup> day of February, 1978.

[Signature]  
Notary Public

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

1978 FEB 23 PM 12:16

Thomas A. Snowden, Jr.  
JUDGE OF PROBATE

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and 100  
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