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Shelby Cnty Judge of Probate, AL
02/05/1980 12:00:00 AM FILED/CERT

RESTRICTIONS FOR OLD MILL TRACE

As Recorded in Map Book 7,
Page 99, in the Probate
Office of Shelby County
In Columbiana, Alabama

124

RECITES:

THAT WHEREAS, the undersigned CAHABA COMPANY is the owner of 43 lots in the Survey OLD MILL TRACE, a map of which is recorded in Map Book 7, Page 99, in the Probate Office of Shelby County, Alabama.

AND WHEREAS, the undersigned owner is desirous of establishing certain restrictions and limitations which shall be applicable to all lots owned by it in the said Survey of OLD MILL TRACE.

NOW THEREFORE, the undersigned CAHABA COMPANY, does hereby adopt the following building restrictions and limitations which shall be applicable to all lots, which building restrictions and limitations are as follows:

1. That said property shall be used for single family residence purposes only and not for any purpose of business or trade.
2. No dwelling shall be erected in said OLD MILL TRACE LESS THAN 1100 square feet on the first floor or 1 or 2 story dwellings.
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. Garages in any event not to be any larger than for two (2) cars.
4. No outbuildings, garages for servants houses on said property shall be erected for the personal use of the property owner.
5. No fences or walls above the grade of the lot shall be erected, nor growing hedges planted and maintained on said property in front of the front line of the residence. Any walls or fences on the rear of the property are to be approved in writing by the undersigned owner.

Haibar Homes, Inc
Rt 1 Box 306 B
Helena, AL 35080

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6. No outbuildings, buildings, garages or servants houses shall be erected or begun on said property without plans, specificatins, architectural designs, grades and locations therefor having been first submitted to and approved by the undersigned owner. No lot may be subdivided, or reduced in size, by voluntary alienation, judicial sale or other proceedings, except at the discretion of and with the written approval of the undersigned owner.

7. No animals or fowls may be kept on the premises, except for not more than two cats, or two dogs, which shall be confined to the premises.

8. The undersigned owner reserves 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, void or transfer any one, or more, of the said herein set forth restrictions on lots in the said subdivision.

9. It is understood and agreed that restrictions, conditions and limitations shall attach to and run with the land for a period of 25 years from the date hereof, at which time 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 the 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 development, or subdivision, to prosecute any proceedings at law 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.



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10. No obnoxious activities or annoyances are to be conducted on any lot herein.

11. Invalidation of any one of these provisions or covenants by judgments, 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 CAHABA COMPANY has hereunto set its hand and seal on this 5th day of February, 1980.

CAHABA COMPANY

Dec 4.50
Ind 1.50
S.50

STATE OF ALA. SHELBY CO.
I CERTIFY THIS

BY:

Denney Barrow
Denney Barrow
Partner

1980 FEB -5 PM 1:36

STATE OF ALABAMA)
SHELBY COUNTY)
JUDGE OF PROBATE



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I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Denney Barrow whose name as Partner for CAHABA COMPANY, a partnership, is signed to the foregoing, and who is known to me, acknowledged before me, on this day that, being informed of the contents of same, he, as such officer and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal, this the 5th day of February, 1980.

My commission Expires: January 7, 1984.
(SEAL)

Betty Decker
Notary Public
State of Alabama, At Large

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