

441

RESTRICTIVE COVENANTS

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, That Whereas, the undersigned, WILLOW CREEK, an Alabama General Partnership, is the owner of record and the subdividers of the following described real estate, to-wit:

The NE 1/4 of the NE 1/4 and the Southeast diagonal one-half of the NW 1/4 of the NE 1/4 of Section 17, Township 19 South, Range 2 West; EXCEPT that portion conveyed to M. C. Crow by deed recorded in Deed Book 228 Page 648 in the office of the Judge of Probate of Shelby County, Alabama; and EXCEPT that portion embraced in the Map of Audubon Forest, as recorded in Map Book 8 Page 126 in said Probate Office.

There is also included that part of Lot 5 in Block 4 according to the map of Indian Valley 6th Sector, as recorded in Map Book 5 Page 118 in said Probate Office of Shelby County, which lies North of Sandpiper Lane.

All to be known as Audubon Forest, First Addition.
Being situated in Shelby County, Alabama.

Whereas, the undersigned owns all the subdivision and is desirous of establishing and placing the heretofore described subdivision under certain restrictive covenants to insure the use of the property for attractive residential purposes only;

Now, therefore, the undersigned does hereby adopt the following conditions, restrictions, covenants and limitations which shall apply in their entirety to all lots in the Subdivision of Audubon Forest, First Addition in Shelby County, Alabama, and shall hereafter be included as a part of the consideration in transferring and conveying title to any or all of said Lots of said Subdivision:

1. All lots situated in said subdivision shall contain a minimum of 20,000 square feet.

2. No lot shall be used except for residential purposes.

3. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them.

4. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violating or to recover damage.

5. 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, Willow Creek, has hereunto set its hands and seals by duly authorized partner on this the 28th day of May, 1987

WILLOW CREEK, an Alabama General Partnership

Ray L. Martin
Partner

BOOK 144 PAGE 480

State of Alabama

Shelby County

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Roy L. Martin, whose name as Partner of Willow Creek, an Alabama General 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 the instrument, he as such partner 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 28th day of May, 1987

Martha A. Enguoon
Notary Public

BOOK 144 PAGE 481

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

1987 AUG -6 PM 3:07

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

RECORDING FEES

Recording Fee	\$ 5.00
Index Fee	1.00
TOTAL	\$ 6.00