

STATE OF ALABAMA)

SHELBY COUNTY)

637

DECLARATION OF COVENANTS
CONDITIONS: RESTRICTIONS AND RIGHTS
FOR
RUSSET BEND

KNOW ALL MEN BY THESE PRESENTS, THAT

WHEREAS, Reynolds & Varner, Inc. own in fee simple the following described real estate situated in Shelby County, Alabama to-wit:

Russet Bend, as recorded in Map Book // , Page 52 , in the Office of the Judge of Probate in Shelby County, Alabama.

WHEREAS, it will be the mutual benefit of the present owner of said property and to all prospective owners and to the general public to subject said property to the following covenants, terms, conditions, restrictions and limitations hereinafter set forth:

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NOW, THEREFORE, the owner hereby declares that all of the above described properties and any subdivisions thereof shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions and rights which are for the purpose of creating uniformity, protecting the value and desirability of the above described property, and which shall run with the land and be binding on all parties having any right, title or interest in the above described property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

The undersigned does hereby adopt the following Restrictive Covenants which shall be applicable to all lots in the Russet Bend Subdivision, recorded in Map Book // , Page 52 , in the Probate Office of Shelby County, Alabama.

A. All wood windows.

B. Sodded front lawns, corner lots to have sodded front and side lawns, natural areas are permitted.

C. Foundations to be covered by brick.

500 Southland Dr.
Suite 121
Birmingham AL 35225

- D. Side driveways only.
- E. No vertical siding to be used.
- F. There is to be 1,500 square foot minimum for a one story home.
- G. 800 square foot on main level for a two story home.
- H. 1,000 square foot minimum on main level for a 1-1/2 story home.
- I. All trash and debris to be removed from lot when construction is completed.
- J. Developer retains right to approve plans. No clearing or other site construction may be started before plans are approved by developer.
- K. Any variation from said restrictions may be submitted to developer for consideration.
- L. No structure of a temporary character, trailer, basement, tent or shack shall be used at any time as a residence either temporarily or permanently. There shall be no occupancy of any dwelling until the interior and exterior of the dwelling is completed and a certificate of occupancy issued by the appropriate Governing Agency.
- M. When the construction of any building is once begun, work thereon must be prosecuted diligently and continuously and must be completed within twelve (12) months.

IN WITNESS WHEREOF, the said developer and lot owners have executed this instrument on the 9th day of Sept., 1987.

DEVELOPER - REYNOLDS & VARNER, INC.

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

1987 SEP -9 AM 10: 28

Thomas W. [Signature]
JUDGE OF PROBATE

BY: Mel A. Reynolds

BY: _____

BY: _____

BY: _____

1. Recording Fee \$ 5.00

2. Indexing Fee 1.00

TOTAL 6.00