

1508
STATE OF ALABAMA
SHELBY COUNTY

RESTRICTIVE COVENANTS

FOR

S T I L L W O O D E S T A T E S

AS RECORDED IN
MAP BOOK 11, PAGE 54
PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, Alston Development Corporation is the owner of the above described subdivision, and whereas, Alston Development Corporation desires to subject said property to the conditions, limitations, and restrictions hereinafter set forth,

NOW THEREFORE, the undersigned do hereby expressly adopt the following protective covenants, conditions and limitations for said subdivision, and the same shall be and are hereby subject to the following conditions, limitations, and restrictions.

- BOOK 151 PAGE 705
1. The minimum building set back line from pavement shall be controlled by footage shown on recorded map of said subdivision.
 2. 15-foot minimum building set back line from side and rear lot lines, except on corner lots the side of no house shall be closer to the pavement than 40 feet.
 3. There shall be no further division of lands herein described.
 4. All plans for building (both dwelling and outbuildings) must be submitted to Alston Development Corporation its successors or assigns for approval, prior to beginning construction. Said plans must show proposed location of the building on said lot.
 5. It shall be the responsibility of each owner to prevent the occurrence of any unclean, unsightly refuse or garbage on the described parcels.
 6. The lots shall be used for single family residential purposes only and not for any purpose of business or trade.
 7. No one story dwelling house of less than 1500 square feet of heated area, exclusive of porches, carports, basements, and decks or terraces, and no one and one-half (1 1/2) or two (2) story dwellings having less than 1200 square feet on the first floor shall be erected on any lot in said subdivision.
 8. No detached outbuilding, garage, or servants house on said property shall be erected closer to the side lot line than 15 feet. For corner lots, not closer than 40 feet, nor closer to the rear lot line than 15 feet and must be in the rear of the dwelling house.
 9. No more than one outbuilding per acre, shall be built on any lot in this subdivision.
 10. Fences, hedges and walls exceeding three feet in height shall not be built closer to any road or street right of way line than the front line of the house nearest to such road or street line.
 11. No lot shall be cultivated for crops of any sort, except in small kitchen gardens, suitably located at the rear of the dwelling.

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12. No trailers, temporary buildings, servant houses, garages, or other buildings shall be built and used for residence purposes prior to the completion of a dwelling on said lots in accordance with these restrictions.
13. Alston Development Corporation, its successors or assigns reserves the right to make any road or other improvements abutting on the said property and further reserves the right to change, modify, or void the restrictions on any property in this subdivision or subsequent sections that may be added.
14. No dog kennels, swine parlors, or places for raising of livestock or other animals will be allowed. No cows shall be kept on the premises; however, this provision is not intended to prohibit the owner from keeping pets, such as dogs or other animals, so long as they do not become a nuisance. Also, as long as no nuisance is created, owners may have up to 2 horses per 3 acre lot. On lots of less than 3 acres, no horses are allowed.
15. No occupant of any lot may accommodate boarders or lodgers for hire on the premises.
16. The outbuildings erected shall be for the personal use of the property owner and no trailers or mobile homes shall be placed on said property.
17. No lot shall be sold or used for the purpose of extending any public or private road, street, or alley, or for the purpose of opening any road, street, or alley, except by the prior written consent of Alston Development Corporation, its successors and assigns.
18. If any person shall violate or attempt to violate any of the covenants and restrictions contained herein, it shall be lawful for any person or persons owning any of the lots in said subdivision to prosecute any proceedings at law or in equity, against the person or persons violating any such covenants and restrictions, and either to prevent him or them from so doing or to recover damages for such violation. It being understood that this right extends not only to the present owners of said property, but also to any future lot owners therein.
19. Invalidity of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.
20. Minor violations of the building line requirements not to exceed ten percent of the required distance may be waived by Alston Development Corporation. Violations of more than ten percent must be waived in writing by said Alston Development Corporation, its successors and assigns.
21. All of said restrictions and covenants shall constitute covenants running with the land and all of the deeds hereafter made conveying lots shall be subject to the restrictions herein set forth.
22. To insure the maintenance of the natural beauty, no owner shall be allowed to dam up the creek which flows through said subdivision, nor shall they change the flow of said creek.
23. There shall be a 15-foot buffer zone around the outer perimeter of the following described lands: S 1/2 of NE 1/4 and NW 1/4 of NE 1/4, Section 30, Township 21 South, Range 1 East. No trees shall be cut within said buffer zone, it being the intention of this restriction to maintain the lands in their natural setting. In no wise however, shall this restriction limit owners to clearing the underbrush within said buffer zone.

In witness whereof, the said, Alston Development Corporation, by its duly authorized officer, has caused these presents to be executed this 15th day of September, 1987.

ALSTON DEVELOPMENT CORPORATION, INC.

Carol Lacey Alston, Pres.
BY: Carol Lacey Alston, Its
President

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Carol Lacey Alston, whose name as President of Alston Development Corporation, Inc., a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, she as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 15th day of September, 1987.

Just F. Parson
Notary Public

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

1987 SEP 18 PM 12:31

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

RECORDING FEES

Recording Fee	\$ 7.50
Index Fee	1.00
TOTAL	\$ 8.50