

RESTRICTIVE COVENANTS

STATE OF ALABAMA)

SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS, the undersigned, Mulkin Enterprises, Inc. is the owner of record of the following described real estate lying and being in Shelby County, Alabama, to-wit:

Lots 1 through 24, Royal Forest First Sector as recorded in Map Book 14 at Page 44 in Shelby County, Alabama.

WHEREAS, the undersigned, Mulkin Enterprises, Inc., is desirous of establishing or placing the heretofore described tract under certain restrictive covenants to insure the use of the property for attractive purposes only to maintain the high quality and tone of the Community and thereby to secure to each site owner the free and full benefit and enjoyment of his/her home site with no greater restrictions upon the free and undisturbed use of his/her site than is necessary to insure the same advantages to the other site owners.

NOTICE is hereby given that the restrictions for Lots 1 through 24 Royal Forest First Sector may differ from those of adjoining properties.

NOW THEREFORE, the undersigned does hereby adopt the following conditions, restrictions, covenants and limitations, which shall apply in their entirety to each parcel sold by Mulkin Enterprises, Inc. and shall hereafter be included as a part of the consideration in transferring and conveying title to any or all of said of the above described tract.

1. **MINIMUM PARCEL SIZE:** No parcel of land may be divided leaving any parcel less than three acres without prior approval from state, county and local governmental authorities.
2. **LAND USE AND BUILDING TYPE:** No lot shall be used except for residential, agricultural and road purposes. No residence shall have less than 2000 square feet of heated living area. No mobile, modular or factory constructed housing is allowed. All houses must be constructed of new materials. There shall be no mobile homes placed on the property. No concrete blocks may be exposed to the exterior of the building.
3. **NUISANCES:** No inoperable automobiles shall be placed on any parcel of land unless the vehicle is parked within a garage structure and the vehicle is not within public view. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and such shall not be kept except in sanitary containers.
4. **TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
5. **SIGNS:** No signs of any kind shall be displayed to the public view on any lot except one professional sign or not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period.

6. OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designate for use in boring for soil or natural gas shall be erected, maintained or permitted upon any lot.
7. LIVESTOCK AND POULTRY: No animals or livestock shall be raised or bred or kept for commercial purposes. Swine and poultry are expressly forbidden from being kept on any lot for any purpose.
8. WATER SUPPLY: No individual water-supply system shall be permitted on any lot unless such systems is located, constructed and equipped in accordance with the requirements, standards and recommendations of both state and local public health authorities. Approval of such systems as installed shall be obtained from such authority.
9. SEWAGE DISPOSAL: No individual sewage disposal system shall be permitted on any lot unless such system is designated, located and constructed in accordance with the requirements, standards and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authority.
10. SET BACK LINE: All residence and other structures must be set back a minimum of 75 feet from the front property line unless otherwise indicated on the recorded subdivision plat map. Rear set back is a minimum of 50 feet and side line requirements are 20 feet minimum.
11. SET BACK-OUT BUILDINGS: No structure (in addition to the residence) may be constructed closer to the ingress and egress road than the back of the residential building.
12. DRIVEWAYS: All driveways shall be constructed of a hard surface. The driveway culvert diameter shall be determined by the Shelby County Highway Department or other proper governmental authority prior to installation. A brick headwall shall be installed by the property owner or builder at each end of the driveway culvert.
13. RIGHT-OF WAY OBSTRUCTION: Permanent obstruction to the reserved right-of-ways are expressly forbidden.
14. ADDITIONAL REAL ESTATE MAY BE INCLUDED: Owner reserves the right to include additional real estate under these covenants.
15. TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them. If it is the decision of the owner (owners) of the majority of the lots to change these restrictive covenants they may do so by recording an instrument expressing their desire to effect said change.
16. ENFORCEMENT: 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 violation or to recover damages and may be brought by an owner of a parcel within the above described tract.

17. SEVERABILITY: Invalidation of any of these covenants by judgment of court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Owner has hereunto set his hand and seal this the 11th day of MAY, 1990.

MULKIN ENTERPRISES, INC.

BY: Joel W. Mulkin

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Joel W. Mulkin as Secretary of Mulkin Enterprises, Inc. which said corporation is signed to the foregoing Declaration of Covenants, Conditions, Restrictions and Rights, and who are known to me, acknowledged before me on this day that being informed of the contents of the Declaration, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Royal Forest First Sector.

Given under my hand and official seal, this the 11th day of MAY, 1990.

Joseph T. Bradford
Notary Public

MY COMMISSION EXPIRES 8-25-1990

BOOK 290 PAGE 959

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
90 MAY 11 PM 12:13

Thomas W. Brown
JUDGE OF PROBATE

1. Dead Tax	-----\$
2. Map Tax	-----\$
3. Imp. Tax	-----\$ 7.50
4. Building Fee	-----\$ 3.00
5. No. Tax Fee	-----\$
6. Certified Fee	-----\$ 1.00
Total	-----\$ 11.50