

Albert Vinsant, Jr.  
8961 Bear Creek Road  
Highway 43  
Sterrett, AL 35147

STATE OF ALABAMA)

600

COUNTY OF SHELBY)

RESTRICTIVE COVENANTS ON THE USE OF REAL PROPERTY

KNOW ALL MEN BY THESE PRESENTS, That Whereas the undersigned Albert Vinsant, Jr.; John Paul Vinsant; Earl Vardaman, Jr., and wife, Virginia B. Vardaman; Scott Russell Vinsant; Barry Lynn Vinsant; Albert Vinsant, III; and Jeffery Kyron Vinsant, hereinafter called Owners, are the sole owners of the hereinbelow described real property situated in Shelby County, Alabama; and Whereas the Owners desire to provide for the highest and best use and enjoyment of said realty and to maximize and preserve its fair market value:

NOW, THEREFORE, for and in consideration of their common objectives and purposes and of the mutual covenants herein set forth, the undersigned Owners and their respective spouses, for themselves, their heirs, devisees and assigns, do hereby adopt the following regulations, restrictions and protective covenants pertaining to said realty which is situated in Shelby County, Alabama, and is legally described as follows:

The S 330.08 feet of the SW 1/4 of NW 1/4 of Section 28, Township 18, Range 1 East, containing 10 acres, more or less.

and also

The NW 1/4 of the SW 1/4 of Section 28, Township 18, Range 1 East, less and except the SE 1/4 of the said NW 1/4 of the SW 1/4 of the said Section 28, Township 18, Range 1 East, containing 30 acres, more or less.

1. No portion of said realty shall be subdivided so as to create any lot or parcel containing fewer than five acres.
2. Said realty shall be used exclusively for residential purposes.
3. No more than one single family dwelling house may be erected on any five acre lot or parcel of said realty.
4. No dwelling house containing less than two thousand (2,000) square feet shall be erected on any five acre lot or parcel of said realty.
5. No business enterprises of any kind or nature whatsoever shall be conducted on said realty, or on any portion

thereof.

6. No mobile homes, house trailers, tents or temporary type structures of any kind may be erected, placed or maintained on said realty, or on any portion thereof.

7. No outside toilets shall be allowed, and all waste disposal systems on said realty, or any portion thereof, shall be installed and maintained in compliance with the requirements of the Health Department of Shelby County, Alabama.

8. The Owners shall maintain the common road running along the west boundary of said realty from County Road 43 to the southwest corner of the northwest 1/4 of the southwest 1/4 of said Section 28, Township 18 South, Range 1 East, in its present good condition, and shall keep said road clear of overhanging branches, and shall keep the sides thereof free of weeds and tall grass. Further, the Owners shall keep the bridge on said road in sound condition and good repair. The cost and effort of such maintenance of said road and bridge shall be borne equally by the Owners, with each of the five acre lots or parcels being responsible for one-eighth (1/8) of the total cost and effort required for such maintenance.

9. Each of the eight (8) five acre lots or parcels of said realty shall bear one-eighth (1/8) of the total cost of the initial installation and subsequent maintenance of the service water line located in, or parallel with, said common road from the public water main on County Road 43 to the terminus of said common road at the southwest corner of the northwest 1/4 of the southwest 1/4 of Section 28, Township 18 South, Range 1 East, and the Owner or Owners of each respective five acre lot or parcel shall be responsible for the prompt payment of his or her or their pro rata share of said installation cost and maintenance charges.

10. No hunting shall be allowed on the part of any of the Owners or their relatives, friends or guests on any portion of the said land, or on any land adjoining said realty.

11. Any and all liens arising upon and against the above described realty, or any portion thereof, by reason of accrued

maintenance costs based upon these presents shall be subordinate to any mortgage lien lawfully created upon said realty by the acts of the present or subsequent owners thereof.

12. The above and foregoing Restrictions, Regulations, Obligations and Protective Covenants shall be recorded in the Probate Office of Shelby County, Alabama, shall constitute COVENANTS RUNNING WITH THE LAND, and shall be binding upon the undersigned, their heirs, devisees, lessees and assigns forever. It is expressly stipulated and provided, however, that these Restrictive Covenants shall not take effect until the death of the first of the present Owners to die, or upon a conveyance made by, or the foreclosure of a recorded mortgage executed by, one or more of said Owners, whichever event shall first occur. It is the intent of each of the undersigned present Owners that these Covenants shall not apply to any portion of the above described land until the occurrence of either of the foregoing events immediately hereinabove stated, and then shall not be binding on either of the present Owners but only upon the grantee, assignee or transferee of the particular original Owner.

IN WITNESS WHEREOF we have hereunto set our hands and seals on this the \_\_\_\_\_ day of November, 1990.

WITNESSED BY:

\_\_\_\_\_  
ALBERT VINSANT, JR., OWNER (L.S.)

\_\_\_\_\_  
RETHA VINSANT, SPOUSE (L.S.)

\_\_\_\_\_  
JOHN PAUL VINSANT, OWNER (L.S.)

\_\_\_\_\_  
JOYCE VINSANT, SPOUSE (L.S.)

\_\_\_\_\_  
SCOTT RUSSELL VINSANT, OWNER (L.S.)

\_\_\_\_\_  
BARRY LYNN VINSANT, OWNER (L.S.)

\_\_\_\_\_  
ELLEN VINSANT, SPOUSE (L.S.)

\_\_\_\_\_  
ALBERT VINSANT, III, OWNER (L.S.)

\_\_\_\_\_  
JAYNE ELIZABETH MCCURRY VINSANT, SPOUSE (L.S.)

Jeffery Kyrion Vinsant (L.S.)  
JEFFERY KYRON VINSANT, OWNER

Leslie Vinsant (L.S.)  
LESLIE VINSANT, SPOUSE

Earl Vardaman (L.S.)  
EARL VARDAMAN, JR., OWNER

Virginia B. Vardaman (L.S.)  
VIRGINIA B. VARDAMAN, OWNER

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, \_\_\_\_\_, a Notary Public in and for said County in said State, hereby certify that Albert Vinsant, Jr., and wife, Retha Vinsant; John Paul Vinsant and wife, Joyce Vinsant; Scott Russell Vinsant; Albert Vinsant, III, and wife, Jayne Elizabeth McCurry Vinsant; Jeffery Kyrion Vinsant and wife, Leslie Vinsant; and Earl Vardaman, Jr. and wife Virginia B. Vardaman, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 25<sup>th</sup> day of January, 1991.

Joyce H. Hester  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF KENTUCKY)

COUNTY OF WARREN )

I, S. Janine Rhoades, a Notary Public in and for said County in said State, hereby certify that Barry Lynn Vinsant and wife, Ellen Vinsant, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16<sup>th</sup> day of January, 1991.

S. Janine Rhoades  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

9/17/94

THIS INSTRUMENT WAS PREPARED BY:

Walter Cornelius  
Attorney at Law  
200 Frank Nelson Building  
Birmingham, Alabama 35203  
(205) 322-7618

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

91 FEB 11 AM 9:28

Thomas A. Shandley, Jr.  
JUDGE OF PROBATE

1. Dead Tax	-----
2. Mtg. Tax	-----
3. Recording Fee	\$ 70.00
4. Indexing Fee	\$ 10.00
5. No Tax Fee	-----
6. Certified Fee	\$ 10.00
Total	\$ 21.00