



**DECLARATION OF RESTRICTIONS  
FOR  
BEVERLY HILLS**

**Inst # 1992-13903**

*Calabasas Hills*

STATE OF ALABAMA

SHELBY COUNTY

DECLARATION OF RESTRICTIONS

FOR

BEVERLY HILLS

WHEREAS, Hazel T. Youngsteadt, Eloise J. Halbert, Darwin D. Davis and Sherwood Stamps as the owners of the following described real estate situated in Shelby County, Alabama, to-wit:

Legal Description:

Part of the NE1/4 of NE1/4 of Section 22, and part of the NW1/4 of NW1/4 of Section 23, all in Township 22 South, Range 3 West being more particularly described as follows: From the SE corner of said NE1/4 of NE1/4, run thence Northwesterly a distance of 160 feet, more or less, along a line perpendicular to the County Road to the centerline of said County Road, which point on said centerline is the point of beginning of the property hereby described; from the point of beginning thus obtained, return thence in a Southeasterly direction along the last described course to the said SE corner of said NE1/4 of NE1/4 thence run North 45 degrees 15' East for a distance of 1832.99 feet to a point in the North line of the NW1/4 of NW1/4 of said Section 23, thence West along the North line of said NW1/4 of NW1/4, a distance of 429.83 feet to the centerline of the aforesaid County Road, thence Southwesterly along the centerline of said County Road to the point of beginning, being a distance of 1550 feet, more or less.

Also:

SW1/4 of NW1/4; that part of the NW1/4 of NW1/4 lying Southeast of Shelby County Highway No. 12; and the NE1/4 of NW1/4, all in Section 23, Township 22 South, Range 3 West, Shelby County, containing 108 acres, more or less.

WHEREAS, it will be to the mutual benefit of the owners of said property and to all prospective owners of portions of said property and to the general public to subject said property to restrictions and limitations for the use of said property, therefore, during the time the terms of this instrument are in effect, the owners and their successors in title and assigns, shall not convey any tract of land in the property unless such conveyance is made subject to the following covenants, terms, conditions, restrictions and limitations hereinafter set forth:

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein expressed, and other good and valuable considerations, the before mentioned owners in the above described property located in Shelby County, Alabama, do hereby covenant and agree that we or our heirs, executors, administrators, or assigns, will convey any of said property unless such conveyance is made subject to the following conditions, restrictions and limitations, via:

1. There shall be no commercial or industrial use of the land, however, commercial breeding, boarding and maintenance of livestock and animals shall be permitted. Such commercial breeding shall not be conducted in such a fashion so as to create an objectionable condition of noise pollution, odor pollution, sanitary pollution or physical intrusion as a direct or indirect consequence of the conduct of said breeding, boarding and maintenance activities. A condition shall be deemed objectionable when it shall impair the free and proper use of adjacent properties for residential purposes.

2. No owner shall create or permit a nuisance on any part of the land.

3. There shall not be built, maintained, or kept on any portion of the land a cesspool, privy, or privy vault or receptacle of any kind for the storage of liquid waste, except septic tanks of an improved type satisfactory to the County Health authorities properly laid with the under-drains. No septic tanks may be constructed within twenty (20) feet of an adjoining property line. No sewer or drainage line shall be laid on said tract which shall empty on, or become a nuisance to the adjoining remainder of the land. Only flush type toilets shall be used.

4. The subject property consists of 108 acres to which is further divided into four 25+ acre tracts.

5. All residential housing on the subject property shall have a minimum square footage of 2,000 square feet in the main living areas which shall include the second story of a two story dwelling, but shall not include any area in a basement or garage, whether finished or unfinished. This restriction shall not prohibit the construction of one guest or family member's house per parcel which shall not be required to meet the minimum square footage requirements herein.

6. All residences, stables, pump houses, garages, guest houses, and other out buildings shall be set back a minimum of fifty (50) feet from any boundary line contiguous to any parcel which is in the property.

7. The owners of as many as 3/4 of the acres comprising the property which is subject to their restrictions may at any time, by a declaration to that effect, in writing, filed for record in the Probate Office of Shelby County, Alabama, terminate or modify these covenants as to all owners subject thereto.

8. 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. Such enforcement action shall be brought by the owner herein named, their successors or assigns and in the event any subsequent owner

fails to act within thirty (30) days after receipt of written notice by any owner of the portion of the land requesting enforcement action, then any owner of any portion of the land shall have the right to institute enforcement action. In the event any such action is brought against an owner of any portion of the land to enforce any of the terms or provisions of these restrictions, then the Court costs and attorney's fees incurred in such proceedings shall be taxed against the owner found in violation.

9. Invalidation of any 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.

10. This agreement shall take effect and be in full force immediately upon execution by the parties hereto and the same being filed for record and shall continue in force from the date of said filing unless amended by a vote of all the owners (100%) of the acreage comprising the property which is subject to these restrictions.

It is understood and agreed that as a part of the consideration of this agreement, the parties hereto agree to conform to the foregoing conditions, limitations, and restrictions and that said conditions, limitations, and restrictions shall attach to and be a mutual covenant running with the land, and all successive future owners of any portion of the land shall have the same right to invoke and enforce the provisions of this declaration as the original parties hereto.

Any deed, lease, conveyance, or contract made in violation of this agreement shall be void and may be set aside on petition of one or more of the parties hereto, their successors in interest, executors, administrators, or assigns, who shall be deemed parties to the same effect as the original signers.

The provisions of this agreement are severable. If any clause, sentence, or paragraph of this agreement is declared invalid or unconstitutional, such declaration shall not effect such parts that remain.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 1<sup>st</sup> day of June, 1992.

Hazel T. Youngsteadt

Hazel T. Youngsteadt

Sherwood J. Stamps

Sherwood J. Stamps

Eloise J. Halbert

Eloise J. Halbert

Darwin D. Davis

Darwin D. Davis

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10:32 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE

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