

RESTRICTIVE COVENANTS FOR
COUNTRY CLUB ESTATES, PHASE I
MAP BOOK 10, PAGE 36

KNOW ALL MEN BY THESE PRESENTS THAT WHEREAS THE UNDERSIGNED ARE THE OWNERS OF COUNTRY CLUB ESTATES, PHASE I, AS RECORDED IN MAP BOOK 10, PAGE 36 AND WHEREAS THEY DESIRE TO RESTRICT THE PROPERTY AS FOLLOWS:

1. That said property shall be used for residence purposes only and not for any purpose of business or trade, and that no more than one single family dwelling house may be erected on each residence lot and said dwelling not to exceed 2 1/2 stories in height.
2. No lot shall be sold or allowed to be sold for the purpose of extending any public or private road or street, or for the purpose of opening any road or street, except by written consent of owners, their heirs or assigns.
3. No building shall be erected or allowed to remain on any residential lot in said subdivision within 40 feet of the back of the curb or within 10 feet of any side line of any lot sold.
4. All plans for building must be submitted to owners for approval prior to any construction.
5. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
6. No trailer, basement, tent, shack, garage, barn or other building shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No commercial operation of any kind can be operated from basement, tent, shack, garage, barn or other building; temporarily or permanently.
7. Dwelling Quality and Size: Ground floor area of the main structure of one story, exclusive of porches, basements and garages, shall not be less than 2,000 square feet for all residential lots and not less than 1,200 square feet per story for a dwelling of two stories.
8. No signboard of any descriptions shall be displayed on any residential lot with the exception of "for sale" or "for rent" signs, which signs shall not exceed two feet by three feet, except signs erected by owner.
9. That until such time as a municipal sewage system is available, sewage disposal shall only be by septic tanks which shall be constructed and maintained in a manner satisfactory to the Alabama Board of Health and any other acceptable disposal system approved by said Board of Health and Alabama Water Improvement Commission.
10. No residential structures shall be moved onto any lot.
11. No out-buildings shall be erected on any lot.
12. No livestock, pigs, goats, cows, fowl or chickens will be allowed. No dog kennels or dog houses will be allowed. No more than two animals per residence will be allowed.
13. No fences or walls above the grade of the estate shall be erected, nor growing hedges planted and maintained on said property nearer the street than the back line of any dwelling. Any fences or walls shall be approved in writing by said owners, their heirs, executors, administrators, successors or assigns.
14. No trailers or mobile homes shall be placed on said property.
15. The owners reserve to themselves, their heirs and assigns the right to grant rights-of-way to use said streets to any other person, firm or corporation for the purpose of erecting thereon and installing thereover such poles, wires, guys, guy wires, pipelines and other equipment and apparatus as may be necessary or desirable for the purpose of supplying the premises adjacent thereto with electricity, telephone, water, sewer and gas service, including, but not restricted to, the right to trim trees where necessary or advisable for the safe operation thereof, and to conduct telephone and electric light wires over said lots from the poles located on said streets or ways.

16. 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 property to prosecute any proceedings at law or in equity, against the person or persons violating or attempting to violate 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.

17. Invalidation 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.

18. Minor violations of the building line requirements not to exceed ten percent of the required distance may be waived by owners.

19. 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 out.

IN WITNESS WHEREOF, WE THE UNDERSIGNED, HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED THIS 25th DAY OF SEPTEMBER, 1992.

Fannie Mae Carden
Fannie Mae Carden

Sabra F. Carden
Sabra F. Carden

William M. Schroeder, Sr.
William M. Schroeder, Sr.

James L. Carden
James L. Carden

Patricia Gail Carden Noble
Patricia Gail Carden Noble

Dorothy D. Schroeder
Dorothy D. Schroeder

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Fannie Mae Carden, a widow, whose name is signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 25th day of September, 1992.

Paula D. Seale
Notary Public

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that James L. Carden and Sabra F. Carden whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, they executed voluntarily on the day the same bears date.

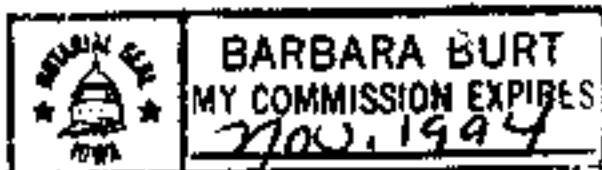
Given under my hand and official seal, this 25th day of September, 1992.

Paula D. Seale
Notary Public

STATE OF IOWA
COUNTY OF Adair

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Patricia Gail Carden Noble, a married woman, whose name 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 executed the same voluntarily of the day the same bears date.

Given under my hand and official seal, this 22nd day of September, 1992.



Barbara Burt
Notary Public

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that William M. Schroeder, Sr. and Dorothy D. Schroeder, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they executed the same voluntarily of the day of the same bears date.

Given under my hand and official seal, this 25th day of September, 1992.

Paula D. Seale
Notary Public

Inst # 1992-25693

11/04/1992-25693
11:14 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 KJS 15.30