

PROTECTIVE COVENANTS

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS, That Whereas, the undersigned, James Overton and Mable Farris are the executors of The Estate of Grady Thomas Isbell, deceased, which is the owner of record of the following described real estate, to-wit:

TRACT A: Begin at the SW Corner of the SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 34, Township 18, South Range 1, West; Thence North along the West line of said $\frac{1}{4}$ Section 250.00 ft. Thence 91°12'05" to the right 437.41 ft. to the Northwesterly right of way of Dunavant Valley Road; Thence 104°19'31" to the right along said right of way 250.00 ft; Thence 74°28'51" to the right 370.39 ft. to the point of beginning.

TRACT B: Commence a the SW Corner of the SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 34, Township 18, South Range 1, West; Thence North along the West line of said $\frac{1}{4}$ Section 250.00 ft. to the point of beginning of tract herein described; Thence continue along the last named course 655.97 ft. Thence 93°00' to the right 315.00 ft. Thence 87°00' to the left 414.85 ft. Thence 93°00' to the right 412.81 ft. to the Northwesterly right of way of Dunavant Valley Road; Thence 102°32'20" to the right along said right of way 1081.54 ft. Thence 75°40'29" to the right 437.41 ft. to the point of beginning.

LESS AND EXCEPT a 20.00 ft. Easement described as follows: Commence at the NW Corner of the SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 34, Township 18, South Range 1, West; Thence South along the West line of said $\frac{1}{4}$ $\frac{1}{4}$ Section 206.15 ft. Thence 87°00' to the left in a easterly direction 197.17 ft. to the point of beginning of the center line of said 20.00 ft. Easement (10.00 ft. each side of the following described lines) Thence 60°04' to the left 226.03 ft. Thence 60°04' to the right in a Easterly direction 405.48 ft. to the Westerly right of way of line of Dunavant Valley Road, and the end of Easement.

Whereas, we, the undersigned, James Overton and Mable Farris, as executors of The Estate of Grady Thomas Isbell, deceased, own all the above described real estate and are desirous of establishing and placing the heretofore described property under certain restrictive covenants to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, 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 or her home with no greater restrictions upon the free and undisturbed use of his or her site than is necessary to insure the same advantages to the other site owners.

Inst # 1994-10367

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SHELBY COUNTY JUDGE OF PROBATE
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Now Therefore, we, the undersigned do hereby adopt the following conditions, restrictions, covenants and limitations, which shall apply in their entirety to all lots, tracts or acreage in the above described real estate, and shall hereafter be included as a part of the consideration in transferring and conveying title to any or all of said lots, tracts, or acreage of said property.

1. *Land Use and Building Type:* No lot, tract or acreage shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than a one detached single family dwelling not to exceed two and one-half stories in height, a private garage for not more than three cars, and well house.

2. *Building Location:* No building shall be located nearer than 60 feet to the front lot line nor nearer than 50 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered to permit any portion of the building on a lot to encroach upon another lot.

3. *Nuisances:* 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.

4. *Temporary Structures:* No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

5. *Livestock and Poultry:* No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

6. *Garbage and Refuse Disposal:* 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. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

7. *Term:* These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

8. *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 violating or to recover damage.

9. Severability: Invalidation of any one 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.

In Witness Whereof, Mable Farris and James Overton, as Co-Executors of the Estate of Grady Thomas Isbell, who are duly authorized under the Last Will and Testament of Grady Thomas Isbell to execute this instrument, have hereunto set their signatures and seals this the 25th day of March, 1994.

James Overton
James Overton as Co-Executor of The Estate of Grady Thomas Isbell

STATE OF ALABAMA)
Shelby COUNTY)

I, Timothy Wayne Farris, a Notary Public in and for said County, in said State, hereby certify that James Overton as Co-Executor of The Estate of Grady Thomas Isbell 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, on the day the same bears date.

Given under my hand and official seal this the 25th day of March, 1994.

Timothy Wayne Farris
Notary Public

My commission expires: March 30 1997

Mable Farris
Mable Farris as Co-Executor of The Estate of Grady Thomas Isbell

STATE OF ALABAMA)
Shelby COUNTY)

I, Timothy Wayne Farris, a Notary Public in and for said County, in said State, hereby certify that Mable Farris as Co-Executor of The Estate of Grady Thomas Isbell 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, on the day the same bears date.

Given under my hand and official seal this the 25th day of March,
1994.

Timothy Wayne Jarrh
Notary Public

My commission expires: March 30, 1994

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