

RECEIVED
JUN 26 1996

RELEASE OF RESTRICTIVE COVENANT

The undersigned, who along with Billy Thomas, are the owners of all of the lots in Arlington Street Extension Subdivision, as recorded in Map Book 11, page 65, in the Probate Office of Shelby County, Alabama, hereby release Lot 6 of said subdivision from a restrictive covenant imposed on all of the lots in said subdivision, as follows:

1. On or about March 8, 1996, Carolyn Davis Stricklin conveyed Lot 6 of Arlington Street Extension Subdivision to Billy Thomas by deed recorded as Instrument # 1996-08651 in the Probate Office of Shelby County, Alabama. That deed refers to restrictive covenants imposed on all lots in the subdivision, a copy of which is attached to the deed as Exhibit A. No Exhibit A is attached. However, all parties recognize and consent that the restrictive covenants applicable to the other lots in the subdivision are applicable to Lot 6. A copy of those restrictive covenants is attached to this Release as Exhibit A.

2. Restrictive Covenant No. 6 provides that no building may be erected on the property closer than 80 feet to Arlington Street extension. This 80-foot building setback line is also shown on the recorded plat of the subdivision.

3. Billy Thomas, the owner of Lot 6, has commenced construction of a residence, a portion of the foundation of which is located closer than 80 feet to the edge of Arlington Street extension, as shown by a plat prepared by Lewis H. King, Jr., R.L.S., dated April 27, 1996, a copy of which is attached hereto as Exhibit B.

4. The undersigned consent to release Lot 6 from Restrictive Covenant No. 6 so that construction of the residence may be completed, provided no further encroachments of the setback requirements may be made.

5. The lot owned by Kay Palmer Wilson, married, is not her homestead, nor is it the homestead of her spouse.

THEREFORE, in consideration of \$1.00 and other consideration, the undersigned hereby release Lot 6, Arlington Street Extension Subdivision, as recorded in Map Book 11, page 65, in the Probate Office of Shelby County, Alabama, from Restrictive Covenant No. 6 as shown on the attached Exhibit A, subject to the provision that no further encroachments of the setback requirements may be made.

This the 24th day of June, 1996.

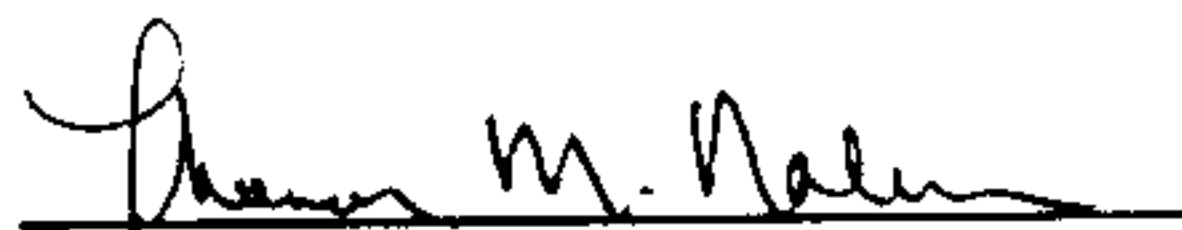

James T. Davis


James F. Davis, Sr.


Anne K. Davis


Lisa M. Davis


Kay Palmer Wilson


Thomas M. Nelson
Inst # 1996-22580

Lewis E. Atchison

Lewis E. Atchison

Raymond J. Reinhardsen

Raymond J. Reinhardsen

Sarah H. Atchison

Sarah H. Atchison

Linda J. Reinhardsen

Linda J. Reinhardsen

Wayne B. Rasco

Wayne B. Rasco

Richard C. Porter

Richard C. Porter

Darlene H. Rasco

Darlene H. Rasco

Joy D. Porter

Joy D. Porter

Michael E. Hill

Michael E. Hill

Carol H. Hill

Carol H. Hill

STATE OF ALABAMA)
COUNTY OF SHELBY)

General Acknowledgment

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that James T. Davis and wife, Anne K. Davis

whose name(s) 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 on the day the same bears date.

Given under my hand and official seal this 24th day of May June, 19 96.

Stan L. Lusk
Notary Public

My Commission Expires: 5/7/99

STATE OF ALABAMA)
COUNTY OF SHELBY)

General Acknowledgment

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Kay Palmer Wilson, a married woman,

whose name(s) 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 24th day of May June, 19 96.

Stan L. Lusk
Notary Public

My Commission Expires: 5/7/99

STATE OF ALABAMA)
COUNTY OF SHELBY)

General Acknowledgment

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that James T. Davis, Jr., and wife, Lisa M. Davis

whose name(s) 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 on the day the same bears date.

Given under my hand and official seal this 24th day of May June, 19 96.

Stan L. Lusk
Notary Public

My Commission Expires: 5/7/99

STATE OF ALABAMA)
COUNTY OF SHELBY)

General Acknowledgment

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Lewis E. Atchison and wife, Sarah H. Atchison

whose name(s) 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 on the day the same bears date.

Given under my hand and official seal this 24th day of

May June, 1996

Stan Largin

Notary Public

My Commission Expires: 5/7/97

STATE OF ALABAMA)
COUNTY OF SHELBY)

General Acknowledgment

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Wayne B. Rasco and wife, Darlene H. Rasco

whose name(s) 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 on the day the same bears date.

Given under my hand and official seal this 24th day of

May June, 1996

Stan Largin

Notary Public

My Commission Expires: 5/7/97

STATE OF ALABAMA)
COUNTY OF SHELBY)

General Acknowledgment

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Michael E. Hill and wife, Carol H. Hill

whose name(s) 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 on the day the same bears date.

Given under my hand and official seal this 24th day of

May June, 1996

Stan Largin

Notary Public

My Commission Expires: 5/7/97

STATE OF ALABAMA)

General Acknowledgment

COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Raymond J. Reinhardsen and wife, Linda J. Reinhardsen

whose name(s) 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 on the day the same bears date.

Given under my hand and official seal this 24th day of

May June, 19 96.

Stan Lugin
Notary Public

My Commission Expires: 5/7/99

STATE OF ALABAMA)

General Acknowledgment

COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Richard C. Porter and wife, Joy D. Porter

whose name(s) 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 on the day the same bears date.

Given under my hand and official seal this 24th day of

May June, 19 96.

Stan Lugin
Notary Public

My Commission Expires: 5/7/99

STATE OF ALABAMA)

General Acknowledgment

COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Thomas Nolen, an unmarried man,

whose name(s) 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, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 24th day of

May June, 19 96.

Stan Lugin
Notary Public

My Commission Expires: 5/7/99

Exhibit A

Subject also to the following restrictions and limitations which are applicable to the above described property and the use thereof, which such restrictions and limitations shall apply to the grantees and their successors in title, and shall be for the benefit of the grantor, her successors in title, and for the benefit of other grantees of the grantor, and their successors in title, to other parcels which have been heretofore conveyed by the grantor, or which may be hereafter conveyed by the grantor, and their successors in title, and which touch or front on Arlington Street extension in the City of Columbiana, Alabama, viz:

1. The said property shall be used exclusively for single-family residential purposes, with no more than one residence dwelling and one other outbuildings for garage or storage purposes to be erected or maintained on said property.

2. Buildings erected and maintained on said property shall be neat in appearance, and no building or structure shall be moved, constructed, or erected on the premises that may be unreasonably detrimental to the development of the surrounding property. Wood exteriors shall be stained or painted with two coats of paint or stain.

3. Sanitary arrangements on said property must comply with state and local laws and regulations.

4. No residence dwelling of less than 2,000 square feet of heated area shall be erected or constructed on said property.

5. No house trailers, mobile homes, or other temporary structures shall be kept or maintained on said property, except that recreational motor vehicles or trailers may be parked or stored thereon for use by the owners or occupants of said property.

6. There shall be no building, porch, or projection on said property extending nearer than 80 feet from the front lines of said property, (i.e., within 80 feet from Arlington Street extension) or within 20 feet from the property line of any abutting property owner.

7. The grantees, and their successors in title, shall have the right to install and service electric lines, telephone lines, and gas and water lines and mains over, under, and upon said property, and over, under, and upon said Arlington Street extension, or the right of way thereof, provided the same shall not unreasonably interfere with the use and enjoyment of the surrounding property and of said Arlington Street extension.

8. The grantees, and their successors in title, shall have the right to locate and install drains where necessary, and to cause or permit drainage of surface waters from the above described property onto the adjoining property and onto said Arlington Street extension.

9. No animal or fowl shall be kept and maintained on said property except domestic cats, dogs, or birds.

10. The said property may not be subdivided or reduced in size by voluntary alienation, judicial sale, or other proceedings, except with the written consent of all owners of property fronting on Arlington Street extension.

11. The owners of all property fronting on Arlington Street extension may by written consent modify, release, amend, void, transfer, or delegate all of the rights, reservations, and restrictions herein set forth.

12. The said property shall not be sold or used for any purposes of extending any public or private road, street, or alley, or for the purpose of opening any road, street, or alley, except by the prior written consent of all owners of property fronting on Arlington Street extension.

13. Arlington Street extension is now, and shall be, a private street until conveyed to or condemned by the City of Columbiana, Alabama. The grantors agree to pave said street within two years hereafter, in accordance with specifications to be accepted by the City of Columbiana, Alabama.

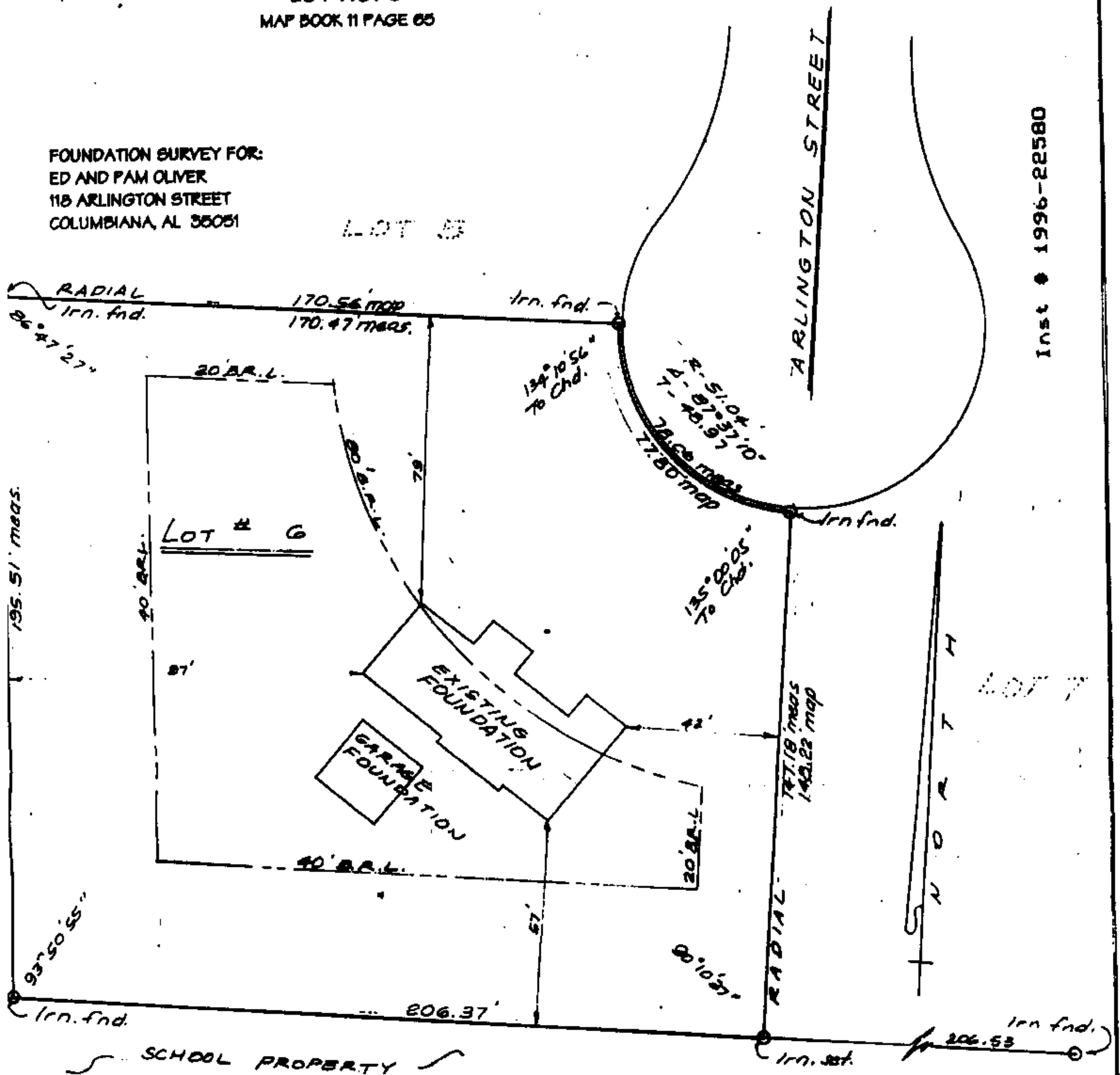
14. These restrictions shall be considered as covenants running with the land and shall bind the purchasers and their heirs, executors, and administrators, and all future assigns of said premises or any part or parts thereof. These said covenants may be changed by a majority of the owners of the lots in this subdivision after 25 years from the date hereof.

ARLINGTON SUB-DIVISION

FOUNDATION SURVEY FOR:
ED AND PAM OLIVER
118 ARLINGTON STREET
COLUMBIANA, AL 35051

4-07-53

Inst # 1996-22580



STATE OF ALABAMA:
SHELBY COUNTY:

I LEWIS H. KING, JR. A REGISTERED LAND SURVEYOR IN SAID STATE HEREBY CERTIFY THAT THIS IS TRUE AND CORRECT PLAT OF A SURVEY DONE BY ME IN SUBSTANTIAL ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN SAID STATE OF LOT NO. 6, ARLINGTON SUB-DIVISION AS RECORDED IN MAP BOOK 11 PAGE 65 IN THE SHELBY COUNTY OFFICE OF PROBATE JUDGE; THAT THE EXISTING FOUNDATION IS LOCATED ON SAID LOT AS SHOWN HEREON AND THAT THERE ARE NO EASEMENTS, RIGHTS-OF-WAY, ENCROACHMENTS OR JOINT DRIVEWAYS VISIBLE ABOVE THE GROUND EXCEPT AS SHOWN; THAT I HAVE CONSULTED THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD MAPS AND FIND THAT THERE IS NO FLOOD INFORMATION AVAILABLE FOR THIS AREA.

SIGNED AND SEALED THIS 27TH DAY OF APRIL, 1996.

LEWIS H. KING, JR.
REG: LG 812487

Inst # 1996-22580

07/15/1996-22580
09:00 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
007 NCD 37.50