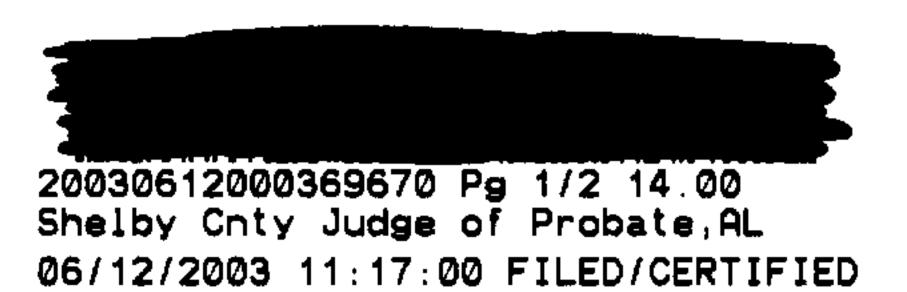
Prepared by:

Mike T. Atchison, Attorney

PO Box 822

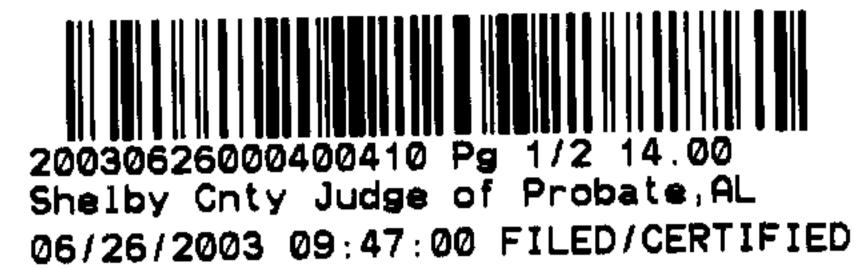
Columbiana, AL 35051

AMENDED



RESTRICTION FOR

JACKSON ADDITION TO LAY LAKE, SECTOR 1 IN WILSONVILLE, ALABAMA, RECORDED IN MAP BOOK _31 _ PAGE _91_ IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.



RECITES:

That WHEREAS, the undersigned, Homer A. Jackson, Jr. is the owner of all lots in the Survey of Jackson Addition to Lay Lake, Sector 1, a Map of which is recorded in Map Book _31_Page_91_ in the Probate Office of Shelby County, Al.

AND WHEREAS, THE UNDERSIGNED, is desirous of establishing certain restrictions and limitations applicable to all lots owned by in the said Survey of Jackson Addition to Lay Lake, Sector 1.

NOW THEREFORE, the undersigned Homer A. Jackson, Jr. does hereby adopt the following building restrictions and limitations which shall be applicable to all lots in the said survey of Jackson Addition to Lay Lake, Sector 1, which building and limitations are as follows:

- 1. That said property shall be used for residence purposes only and not for any purpose of business or trade.
- 2. No dwelling shall be erected in said Jackson Addition to Lay Lake, Sector 1, of less than 2000 square feet exclusive of porches or garages, and not less than 1400 square feet on the first floor of 1 1/2 or 2 story buildings for, all buildings for all lots of said survey. Masonry construction required.
- 3. That no temporary buildings, servants houses, garages, or other buildings shall be built and used for residence purposes prior to the completion of a dwelling house on said lots.
- 4. No dwellings shall be erected on said property, the front lines of which means the front lines of porches or other projections, not counting steps shall be nearer the street on which the property faces than as shown on said recorded map of Jackson Addition to Lay Lake, Sector 1. No dwelling shall be erected on said property with a sideline of 35 feet. On irregularly shaped lots, the dwelling must be located on same with written approval of the undersigned owner, his successors or assigns. The undersigned owner, his successors or assigns reserve the right to modify the building line restrictions on any lot.
- 5. NO outbuildings, garages, or servants houses on said property shall be erected except for the personal use of the property owner. House trailers and manufactured homes are not permitted.
- 6. No fences or walls above the grade of the lot shall be erected, nor growing hedges planted and maintained, on said property in front of the front line of the residence. Any walls or fences on the rear of the property are to be approved in writing by the undersigned owner, his successors or assigns.
- 7. No outbuildings, buildings, garages or servants houses shall be erected or begun on said property without plans, specifications, architectural designs, grades and locations therefore having been first submitted to and approved by the undersigned owner, his successors or assigns. No lot may be subdivided or reduced in size by voluntary alienation, judicial, judicial sale or other proceeding, except at the discretion of and the written approval of the undersigned owner, his successors or assigns.
- 8. No animals or fowls may be kept on the premises, except for not more than two cats and two dogs, which must be confined to the premises.
- 9. The undersigned owner, his successors, or assigns, reserve the right to modify, release, amend, void, transfer, or delegate all the right, reservations and restrictions herein set forth, or the right to modify, release, amend, void or transfer any one or more of the said herein set forth restrictions on lots in the said lots in the said subdivision.
- 10. It is understood and agreed that said restrictions, conditions and limitations shall attach to and run with the land for a period of 25 years from June 10, 2003, at which time the said restrictions and limitations shall be automatically extended for successive periods of ten years, unless by a vote of the then majority of the owners of the lots, it is agreed in writing to change said restrictions and limitations in whole or in part. If the parties hereto, or any one of them or their heirs or assigns, shall violate, or attempt to violate any of the covenants herein, it shall be lawful for any person or persons, owning real property situated in said development or subdivision, to prosecute any proceedings at law in equity against the person, or persons violating or attempting to violate any such covenant, and either to prevent him, or them, from so doing, or to recover damages or other dues from such violation.

20030612000369670 Pg 2/2 14.00
Shelby Cnty Judge of Probate,AL
06/12/2003 11:17:00 FILED/CERTIFIED

Prepared by:
Mike T. Atchison, Attorney
PO Box 822
Columbiana, AL 35051

Invalidation of any one of these provisions or covenants by judgments or court order shall in no ways affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, Homer A. Jackson, Jr., has hereunto set his hand and seal on this 32 day of Apell, 2003.

Iomer A. Jackson, J.

STATE OF ALABAMA
SHELBY COUNTY

20030626000400410 Pg 2/2 14.00 Shelby Cnty Judge of Probate, AL 06/26/2003 09:47:00 FILED/CERTIFIED

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Homer A. Jackson, Jr., whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____ from ____ 2003.

Notary Public

My Commission Expires: 10/10/65