20051006000520680 1/2 $17.00
Shelby Cnty Judge of Probate,AL
10/06/2005 08:18:13AM FILED/CERT

CORRECTED COVENANTS
FARMINGDALE ESTATES
PROTECTIVE COVENANTS

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, That,

WHEREAS, Farmingdale Estates, LLC are the owners of record of the following described real estate, to wit:

All Lots (21) through (35) of Farmingdale Estates 2nd sector as recorded in Map Book 35, Page 130, Slide , Page , in the Probate Office, Shelby County, Harpersville, Alabama.

NOW THEREFORE, we, the undersigned do hereby adopt the following conditions, restrictions, covenants and limitations, which shall apply in their entirety to all lots in Farmingdale Estates of Shelby County, Alabama, and shall hereafter be included as a part of the consideration in transferring and conveying title to any or all of said lots of said subdivision.

A. **No more than one single-family dwelling shall be erected, placed or permitted to remain on any tract.**

B. **Mobile homes or modular homes are not permitted. All homes must be site built homes.**

C. **All foundation blocks or concrete walls must be covered with brick, rock, or stucco.**

D. **Single level houses must have a minimum of 1400 square feet of heated floor area and multi-level houses must have a minimum of 1800 square feet of heated floor area.**

E. **Any outbuilding must be built in a good workmanship manner. Any outbuilding must be to the rear of the residence.**

F. **Any fence constructed on property may not extend past the front of house.**

G. **No structure shall be located on any lot nearer than 35 feet to the front lot line; 25 feet to any side street; 10 feet to any interior lot line on one side; 20 feet from another dwelling/**

H. **All driveway pipes must be approved by County Engineer. All driveways must be finished with a solid surface such as asphalt or concrete.**

I. **No tent, shack, garage, barn, bus or other outbuilding erected on the tract shall, at any time, be used as a residence temporarily or permanently.**

J. **Property cannot be subdivided.**

K. **No animals, livestock or poultry of any kind shall be raised, bred, or kept provided that they are not bred or maintained for any commercial purpose.**

L. **Junk yards, garbage piles, junk cars or any such thing considered to be an eyesore or a detriment to the other tracts are not to accumulate on the property.**

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M. 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.

N. No timber shall be cut and marketed an anytime during the life of the mortgage or lease sale contract without the consent of the mortgagee or lease sale contract holder.

O. These covenants and restrictions shall run with the land and shall be binding upon the undersigned, their heirs, successors and assigns. The invalidation of any one of the foregoing covenants and restrictions shall in no way affect any other provision or restriction contained therein. Any change in these covenants shall require written consent of seventy-five percent (75%) of the property owners.

P. Enforcement of these covenants and restrictions shall be by proceeding in law or equity against any person or person violating or attempting to violate nay covenant either to restrain violation or to recover damages. No property owner has any obligation to enforce any of the covenants and restrictions. Any property owner has the right to enforce said restrictions and reservations.

Q. The record owner of seventy-five percent (75%) of the lots, their heirs, administrators, executors, successors and assigns, reserve the right to modify, release, amend, void or transfer any one or more of the herein set forth restrictions on the tracts located on the property described above.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the 5th day of October, 2005.

Robert K. Fleming

Robert K. Fleming
Member/Manager

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Robert K. Fleming, 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 said instrument, he executed the dame voluntarily on the day the same bears date.

Given under my hand and official seal this 5th day of October, 2005.

Kimberly R Winter

Notary Public
My Commission Expires 7-28-2005