

STATE OF ALABAMA)
COUNTY OF SHELBY)

**RESTRICTIVE COVENANTS,
JOINT DRIVEWAY AGREEMENT
and
MAINTENANCE AGREEMENT**

THIS AGREEMENT is made on September 26, 2018, by M. Kathy Peterson and husband, R. Dale Peterson, (hereinafter referred to as "Peterson"), who is the owner of all of the property and lots identified as Lots 1, 2, 3 and 4, according to the Survey of Southland Subdivision, as recorded in Map Book 49, Page 92, in the Office of the Judge of Probate of Shelby County, Alabama.

WHEREAS, Peterson is the developer of said lots and has established and reserved an easement for ingress, egress and utilities as shown on the recorded plat of Southland Subdivision to serve Lots 1, 2, 3 and 4, as the common means for ingress, egress and utilities to all of the lots located in Southland Subdivision; the easement for ingress, egress and utilities is 80 feet in width at the entrance or beginning along Shelby County Highway #14 (Cahaba Valley Trace) and is reduced to 60 feet in width for the remainder of said easement for ingress, egress and utilities.

WHEREAS, Peterson desires for the owners of Lots 1, 2, 3, and 4 of Southland Subdivision, recorded in Map Book 49, Page 92, in the Office of the Judge of Probate of Shelby County, Alabama to jointly maintain and provide for the care of said driveway.

NOW THEREFORE, Peterson agrees, establishes and reserves, grants, bargains, sells and conveys, unto themselves, their heirs, successors and assigns, pursuant to the map recorded in Map Book 49, Page 92, the areas designated as easement for ingress, egress and utilities is 80 feet in width at the entrance or beginning along Shelby County Highway #14 (Cahaba Valley Trace) and later reduced to 60 feet in width for the remainder of said easement for ingress, egress and utilities, as recorded in Map Book 49, Page 92, in the Office of the Judge of Probate of Shelby County, Alabama.

Peterson agrees that the ingress, egress and utility easement shall be and forever remain an automobile driveway for the use of the owners, their heirs and assigns of Lots


1, 2, 3, and 4 of Southland Subdivision, as recorded in Map Book 49, Page 92, in the Office of the Judge of Probate of Shelby County, Alabama.

Peterson desires that the owners of Lots 1, 2, 3, and 4 of Southland Subdivision, as recorded in Map Book 49, Page 92, in the Office of the Judge of Probate of Shelby County, Alabama, shall be jointly and equally responsible for the maintenance and repairs, should they be necessary, of the driveway. All repairs shall be of that same quality as that of the original. The owners of said lots shall maintain equally the costs of the gate and masonry wall on either side of the entrance to the 80 foot wide entrance, any future common mail box receptacle or placement for garbage cans, the cost of such shall be borne equally by the lot owners.

- A. Roads in Southland Subdivision are private roads.
- B. For the safety of development residents, a speed limit of 25 miles per hour shall be posted and observed by all lot owners and their guests on all roads and driveways located on access easements.
- C. Road easements. Lot owners are responsible for maintaining road easement in a reasonable manner. As a minimum, mowing grass, cutting weeds and undergrowth and removing all trash within the easement.

Use of the private road during construction and thereafter is restricted by agreement to the following:

- 1. NO CONCRETE TRUCK SHALL CARRY MORE THAN 7 CUBIC YARDS OF MATERIAL.
- 2. ALL DUMP TRUCKS HAULING PAY LOADS ARE LIMITED TO A MAXIMUM OF 18 TONS OF MATERIAL.
- 3. ALL VEHICLES SHALL LIMIT TRACKING OF MUD ONTO PAYMENT. TRACKING MUST BE CLEANED UP BY VIOLATORS/OWNERS.
- 4. ALL CONTRACTORS/OWNERS SHALL USE GOOD EROSION CONTROL PRACTICES AND KEEP A CLEAN WORK PLACE.


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Shelby Cnty Judge of Probate, AL
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5. ALL COST OF REPAIR OR CLEAN UP OF ROADWAY
DUE TO VIOLATION OF THIS NOTICE AND OR
AGREEMENT SHALL BE THE SOLE
RESPONSIBILITY OF SAID VIOLATOR/OWNER.

Further, Peterson is desirous of establishing restrictions and limitations applicable to all lots and does hereby adopt the following restrictions and limitations which are as follows:


1. One home per three acres and no further subdivision of any lot without approval of the Shelby County Planning Commission.
2. All homes must have a minimum of 3,000 square feet of heated and cooled living space. Plans or rendering of the exterior façade must be submitted to Peterson for approval as to the architectural style of the dwelling to be constructed. Approval shall not be unreasonably withheld. Plans not approved within 5 business days shall be deemed approved.
3. Livestock animals shall be allowed except roosters and swine. The number of livestock animals shall be in accordance with Shelby County regulations.

This Agreement shall be perpetual and shall constitute a covenant running with the land.

Executed on the day and year first above written.

By: M. Kathy Peterson
M. Kathy Peterson

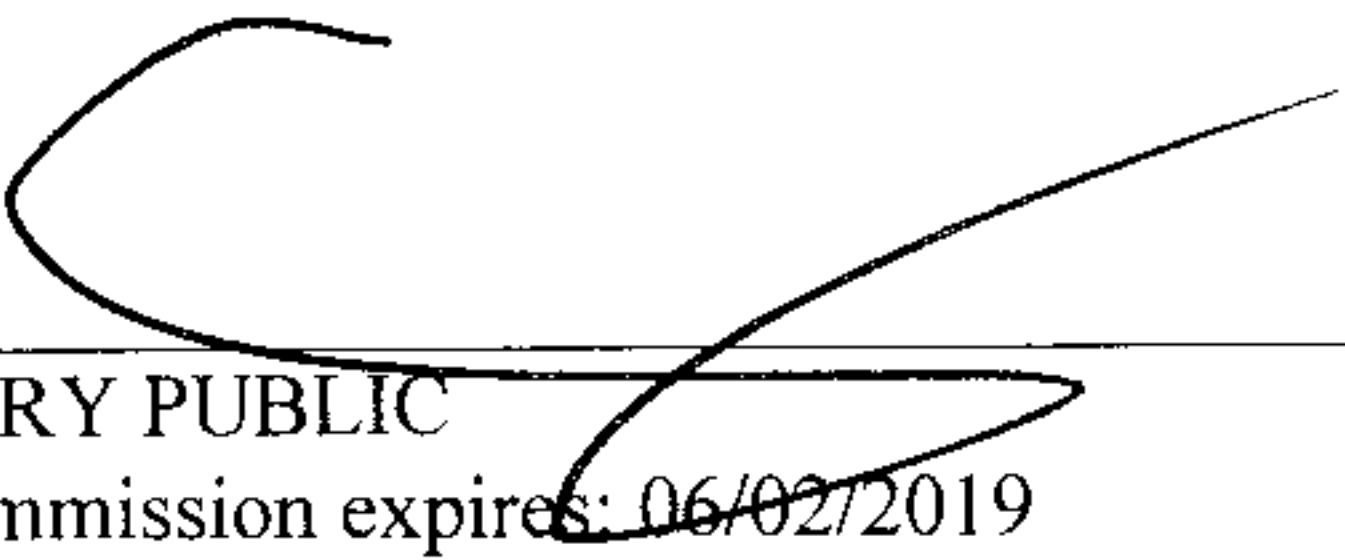
By: R. Dale Peterson
R. Dale Peterson


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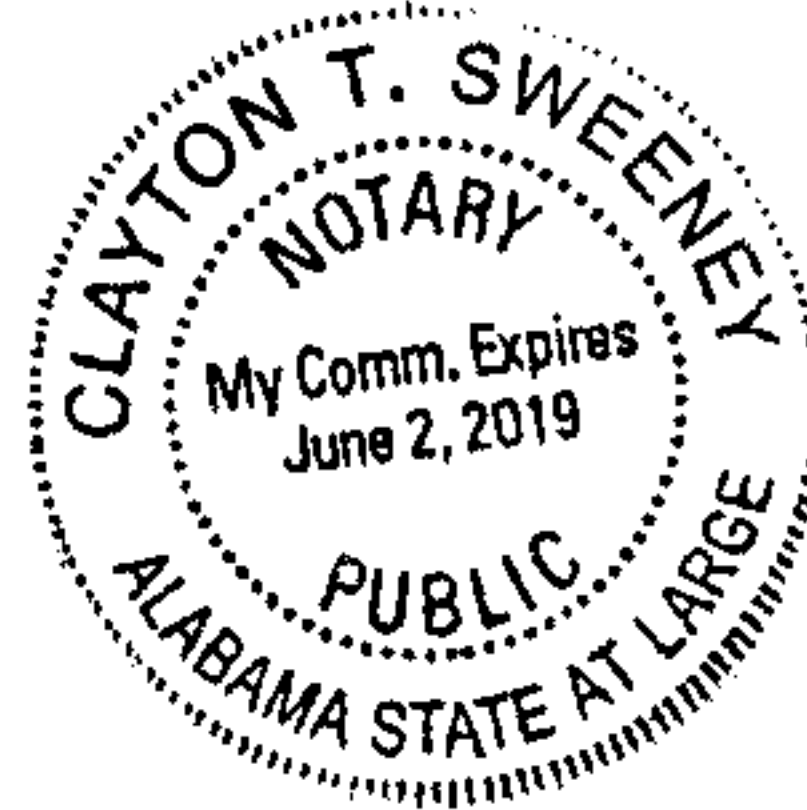
STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that M. Kathy Peterson and husband, R. Dale Peterson, whose names are signed to the foregoing, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the driveway agreement, they, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 26th day of September, 2018.



NOTARY PUBLIC
My commission expires: 06/02/2019



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This instrument prepared by:

Clayton T. Sweeney, Attorney

2700 Highway 280 East Suite 160

Birmingham, AL 35223