

THIS INSTRUMENT WAS PREPARED BY: MIKE T. ATCHISON, ATTORNEY AT LAW  
POST OFFICE BOX 822  
COLUMBIANA, ALABAMA 35051

STATE OF ALABAMA  
SHELBY COUNTY

**RESTRICTIVE COVENANTS  
FOR**

**A RESUBDIVISION OF LOT 1A OF A RESURVEY OF  
LOT 1 OF TUCKER ESTATES SUBDIVISION**

**AS RECORDED IN  
MAP BOOK 52, PAGE 60  
IN THE PROBATE OFFICE OF  
SHELBY COUNTY, ALABAMA**

KNOW ALL MEN BY THESE PRESENTS, THAT:


WHEREAS, Brandon McCombs is the developer of the above described subdivision.

THEREFORE IN CONSIDERATION OF THE ABOVE, Brandon McCombs, does hereby expressly adopt the following amended protective covenants, conditions and limitations for said subdivision, and the same shall be and are hereby subject to the following conditions, limitations, and restrictions.

1. The minimum building set back line from pavement shall be controlled by footage shown on recorded map of said subdivision.
2. There shall be no further subdivision of lands herein described.
3. No mobile home or modular home shall be allowed.
4. All homes shall be stick-built homes with a minimum square footage of 2000 heated square feet.
5. Only one out-building for storage not to exceed 12 feet by 24 feet can be placed on each lot. Said out-building may be either stick-built or a manufactured storage unit.
6. It shall be the responsibility of each owner to prevent the occurrence of any unclean, unsightly refuse or garbage on the described parcels.
7. The lots shall be used for single family residential purposes only and not for any purpose of business or trade.
8. No lot shall be cultivated for crops of any sort, except in small kitchen gardens, suitably located at the rear of the dwelling.
9. No dog kennels, swine parlors, or places for raising of livestock or other animals will be allowed. No cows shall be kept on the premises; however, this provision is not intended to prohibit the owner from keeping one dog and one cat as pets, so long as they do not become a nuisance.
10. No lot shall be sold or used for the purpose of extending any public or private road, street, or alley, or for the purpose of opening any road, street, or all, except by the prior written consent of Brandon McCombs, his heirs and assigns.
11. There shall be no storage of hazardous materials on the premises.
12. Any satellite dish is to be placed to the rear of the residence.
13. All boats, campers and RV shall be stored in the rear of the property.
14. Residents shall not live in campers, RV or mobile homes during the time of construction.

15. All drainage ditches are to remain open, or if closed, they must be piped so as not to obstruct the normal flow of water.
16. If any person shall violate or attempt to violate any of the covenants and restrictions contained herein, it shall be lawful for any person or persons owning any of the lots in said subdivision to prosecute any proceedings at law or in equity, against the person or persons violating any such covenants and restrictions, and either to prevent him or them from so doing or to recover damages for such violation, it being understood that this right extends not only to the present owners of said property, but also to any future lot owners therein.
17. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.
18. Minor violations of the building line requirements not to exceed ten percent of the required distance may be waived by Brandon McCombs. Violations of more than ten percent must be waived in writing by said Brandon McCombs, his successors and assigns.
19. All of said restrictions and covenants shall constitute covenants running with the land and all of the deeds hereafter made conveying lots shall be subject to the restrictions herein set forth.

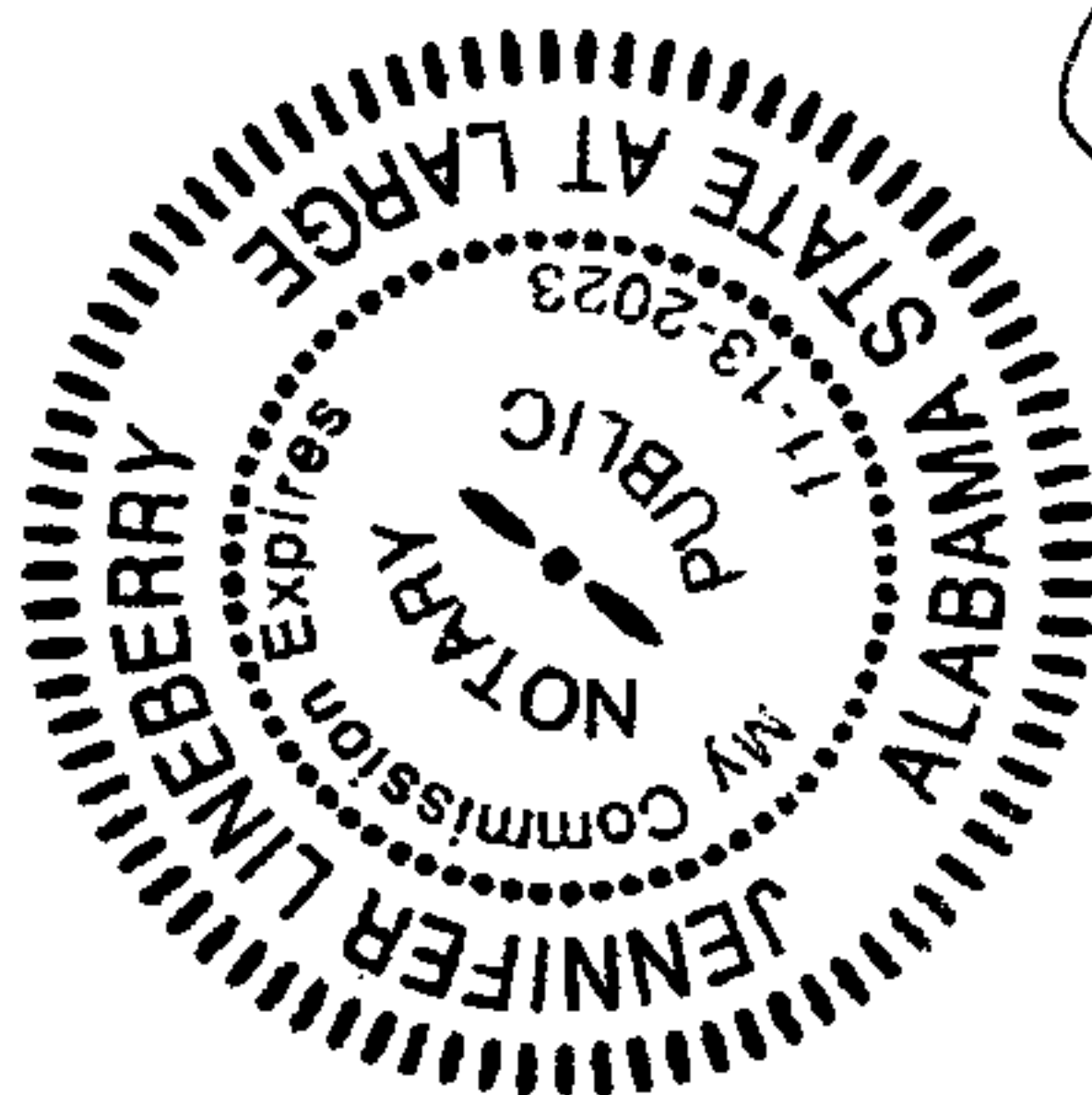
IN WITNESS WHEREOF, the said Brandon McCombs, have caused these presents to be executed this 26<sup>th</sup> day of May, 2020.

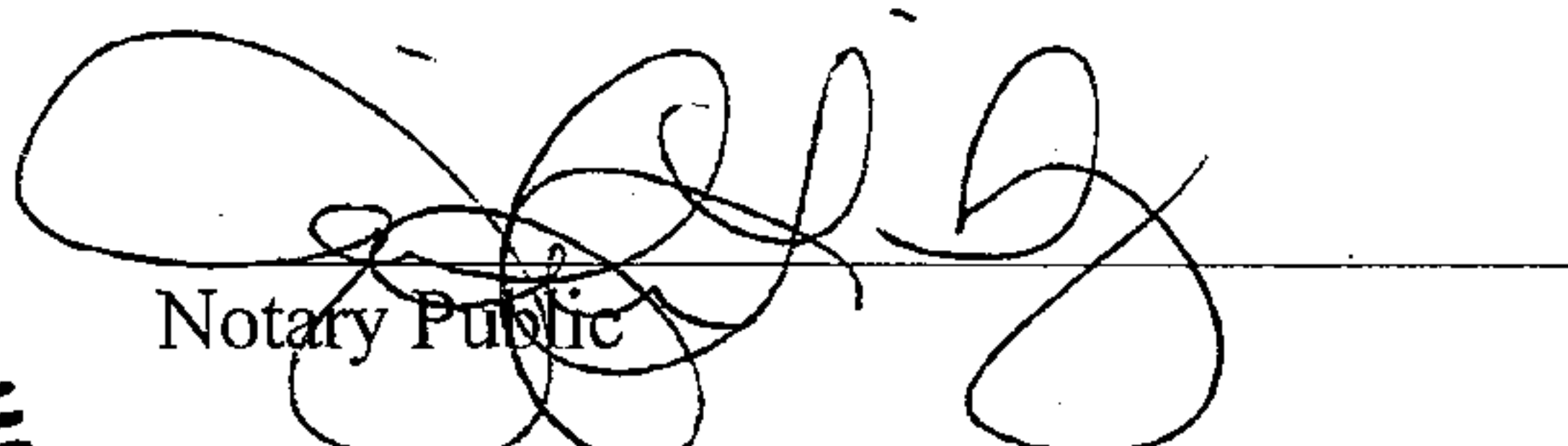
  
Brandon McCombs

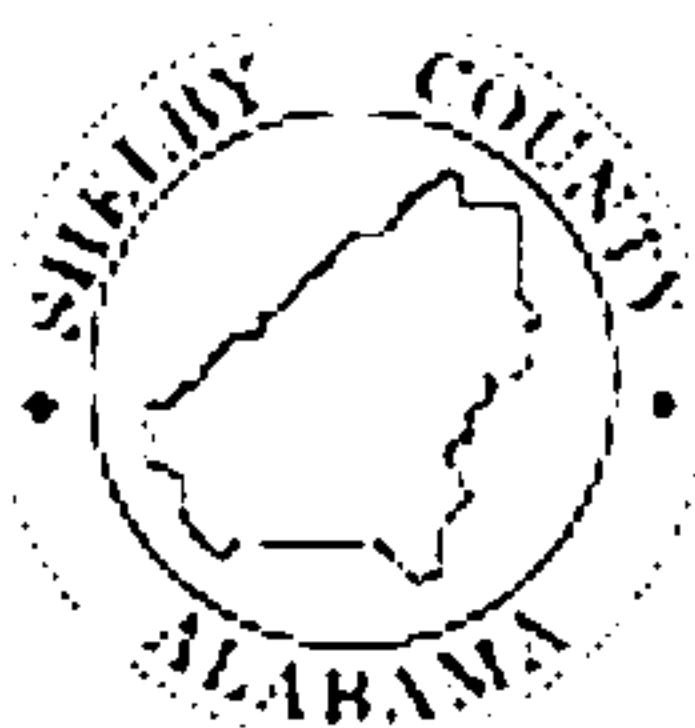
STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, personally appeared Brandon McCombs, 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, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 26<sup>th</sup> day of May, 2020.



  
Notary Public  
My commission expires: 11-13-2023



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
06/01/2020 09:31:33 AM  
\$25.00 JESSICA  
20200601000217290

