

RESTRICTIONS

May 9, 2009 - 38 Acres± on Old Gurley Pike Road - Madison County, Alabama

THIS CONVEYANCE IS MADE SUBJECT HOWEVER TO THE FOLLOWING RESTRICTIVE COVENANTS WHICH SHALL RUN WITH THE LAND AND SHALL BE ENFORCEABLE BY GRANTORS, THEIR HEIRS AND ASSIGNS:

1. This real estate shall be used for residential purposes only. Farming is allowed.
2. No dwellings shall be constructed, erected or maintained upon said premises having an enclosed livable first floor space of less than 1200 square feet and a single car garage.
3. No buildings shall be erected, altered, placed, or permitted to remain on this real estate other than detached single-family dwellings, together with necessary and customary incidental outbuildings or a private garage, and such shall be constructed of like materials and in good taste with the surrounding construction. On tracts of 3 acres± or more where grazing is permitted, a barn or animal shelter may be constructed. It also shall be of new material and in good taste with the surrounding construction.
4. No trailer or mobile home, moved in houses, or prefabricated houses shall be constructed, erected, placed or allowed to remain on the premises. Custom made log houses are permitted.
5. No commercial activities, including but not limited to chicken houses, swine parlors, garages, repair facilities, or other huckstering shall be allowed on the above real estate.
6. No immobile cars, trucks or other vehicles may be stored upon or be allowed to remain upon premises.
7. Horses and cows may be kept on the premises, provided the acreage totals 3 or more acres± pets such as dogs and cats are allowed, provided the same are not kept for breeding or boarding purposes. No swine or exotic animals are allowed.
8. All trash, debris, and other unsightly materials shall be promptly removed from the premises during construction or occupancy.
9. Enforcement shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant.
10. Invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.
11. These covenants are to run with the land and shall be binding on all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then Owners of the Lots has been recorded, agreeing to change said covenants in whole or in part.

I understand that the above restrictions will be attached to the property that I have purchased and accept these terms as purchaser.

_____, Purchaser