STATE OF ALABAMA)
TUSCALOOSA COUNTY)

RECCASED IN ABOVE DEED BOOK & PAGE NO.

RNOW ALL MEN BY THESE PRESENTS, that the undersigned,

Leon Rosser and wife, Barbara S. Rosser, being the owner of all
the following described real estate situated in Tuscaloosa
County, Alabama, to-wit:

JUDGE OF PROBATE

TUS 1.00.11A Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28, according to the survey of Tannehill Acres as the same appears in Plat Record No. 14 at Page 70 in the Office of the Judge of Probate of Tuscaloosa County, Alabama.

and desiring to restrict the use of said property as hereinafter set out do hereby adopt the following restrictions:

- 1. The property as hereinabove described in these restrictions shall be used for residential purposes, there being one residence per lot, each of said residences to consist of a minimum of 1400 square feet of living area excluding basement area.
- 2. Each lot shall have a minimum set back line from the edge of the right-of-way of a minimum of 75 feet. Each lot shall have a minimum side set back line of 35 feet from each side boundary.
- 3. No asbestos siding may be used for exterior construction of any building and no building shall be constructed with concrete block exposed on the exterior.
- 4. Animals, except hogs, chickens and goats, may be used and kept on the property; however, the use of said animals shall be for domestic and recreational purposes and not for commercial, that is, there shall be no business activity carried on in conjunction with said animals.
- 5. No privies, or open toilets, can be erected or maintained on said property, but sanitary facilities must be by septic tank and field lines approved by the County Governmental Agency. In the event public sewer connections are obtained, they shall be used in conjunction with said property.
- 6. No noxious or offensive activity shall be carried on upon any lot in said subdivision, nor shall anything be done thereon which may become a nuisance or annoyance.

- 7. No trailer shall be used on the property as a temporary or permanent residence by either the owner himself or as
 quarters for his servants or anyone else.
- 8. The restriction and covenants hereinabove enumerated shall attach to and run with the land and shall be perpetual and binding on the parties to this instrument and all persons claiming under or through them until December 31, 1996, at which time the covenant shall be automatically executed for successive periods of ten (10) years unless by vote of the majority of the then owners of more than one-half of the land hereinabove described amend or revoke said covenants in whole or in part.
- 9. If the parties hereto or their heirs or assigns, or anyone claiming under or through them, shall violate or attempt to violate any of these covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from so doing or to recover damages for such violation.
- 10. Invalidation of any of these covenants by judgment or court order shall in no wise effect any other provisions which shall remain in full force and effect.
- 11. The said Leon Rosser and Barbara S. Rosser do hereby restrict the use and saie and the conveyance of the property above described and said property shall only be used, sold and conveyed subject to the foregoing restrictions, reservations, and covenants which shall be accepted by each grantee and purchaser thereof as a part of the consideration for such purchase.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 10th day of ________, 1978.

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CORDED IN ABOVE
D BOOK & PAGE NO.
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DGG OF PROBATE
USG, 90, ALA.

Leon Rosser (SEAL)

Barbara S. Rosser (SEAL

800K 78 130

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Leon Rosser and wife, Barbara S. Rosser, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10 day of ________, 1978.

Notary Public

552809

RECURDED IN ABOVE DEED BOOK & PAGE NO. FILED ON 778 MPR 14 Kit 8 34 W. HARDY M.COLLUM JUDGE OF PROBATE TUSK, 50., ALA.

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This instrument was prepared by:				
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