



and impress the following covenants and restrictions on all the lots in said Rivermont Addition, excepting Lots 17, 25 and 26, or prevent all of the above named owners do not join in the execution of this instrument, then on all the lots in said Rivermont Addition which are owned by the persons or entities who duly execute the within instrument in conformity with the next to last paragraph hereof:

## I

No structure other than one-family dwellings and appurtenant garages and outbuildings shall be erected or placed on any lot or combination of lots.

## II

No business or trade or commercial enterprise of any kind or nature shall be engaged in or carried on upon any lot or combination of lots. All lots shall be used for residential purposes only.

## III

All dwellings constructed upon said property shall be of a permanent residence type. All dwellings must have a ground floor area of at least one thousand (1,000) square feet, exclusive of basements, outbuildings, carports, garages, terraces, porches and the like and shall cost no less than TEN THOUSAND DOLLARS (\$10,000.00) based upon cost levels prevailing on the date these covenants and restrictions are placed of record in the Office of the Judge of Probate of Lauderdale County, Alabama.

## IV

No trailer, bus body, shack, or other structure of like nature shall be placed or permitted to remain on any of said lots. No mobile home or like structure or device shall be placed or permitted to remain on any of said lots notwithstanding the fact that such mobile home or like structure or device has no wheels or is affixed or placed on a permanent foundation.

It is understood and agreed that any dwelling or building existing on any of said lots prior to the execution of this instrument by the owner thereof shall be conclusively presumed to comply with the restrictions contained in Paragraphs I and III above.

The above covenants and restrictions shall run with the land and shall be binding on all the parties hereto and all persons or entities claiming under them until January 1, 1986, at which time said covenants and restrictions shall be automatically extended for successive periods of ten years, unless by vote of a majority of the then owners of the lots, it is agreed to change said covenants and restrictions in whole or in part.

If the parties hereto, or any of them, or their heirs, successors, assigns or transferees, shall violate or attempt to violate any of the covenants herein, any other person or persons owning any real property subject to the above covenants and restrictions can prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

If the within instrument has not been duly executed by the owners of at least twenty-six (26) of the twenty-nine (29) lots above described (said 29 lots being all of Rivermont Addition except Lots 17, 25 and 26) before May 15, 1965, then the within instrument and the covenants and restrictions herein contained shall become null and void and of no force and effect. If the owners of at least twenty-six (26) of said lots have executed the within instrument before May 15, 1965, then the above restrictions and covenants shall be of full force and effect and shall be binding on all the owners who so execute this instrument, their heirs, successors, assigns and transferees and said covenants and restrictions shall run with the lots owned by the persons who so execute the within instrument.

IN WITNESS WHEREOF, the undersigned individuals have hereunto set their hands and seals, and the undersigned corporations have caused this instrument to be executed by their respective presidents and attested by their respective secretaries on this 22nd day of March, 1965.

1/2 interest in Lots 1, 2, 4,  
7, 8, 15, 16, 23, 27-32,  
inclusive.

Lot 10; 1/2 interest in Lots  
1, 2, 4, 7, 8, 15, 16, 23,  
27-32, inclusive.

By W. L. Foy, Sr. (SEAL)  
W. L. Foy  
Harriett Foy (SEAL)  
Harriett Foy  
Billy L. Hensley (SEAL)  
Billy L. Hensley, as Executor and  
Trustee for Eugene Hensley, Billy L.  
Hensley, Bobbie Nell Hurt and Martha  
Jean Surratt under the last will and  
testament of H. W. Hensley, deceased