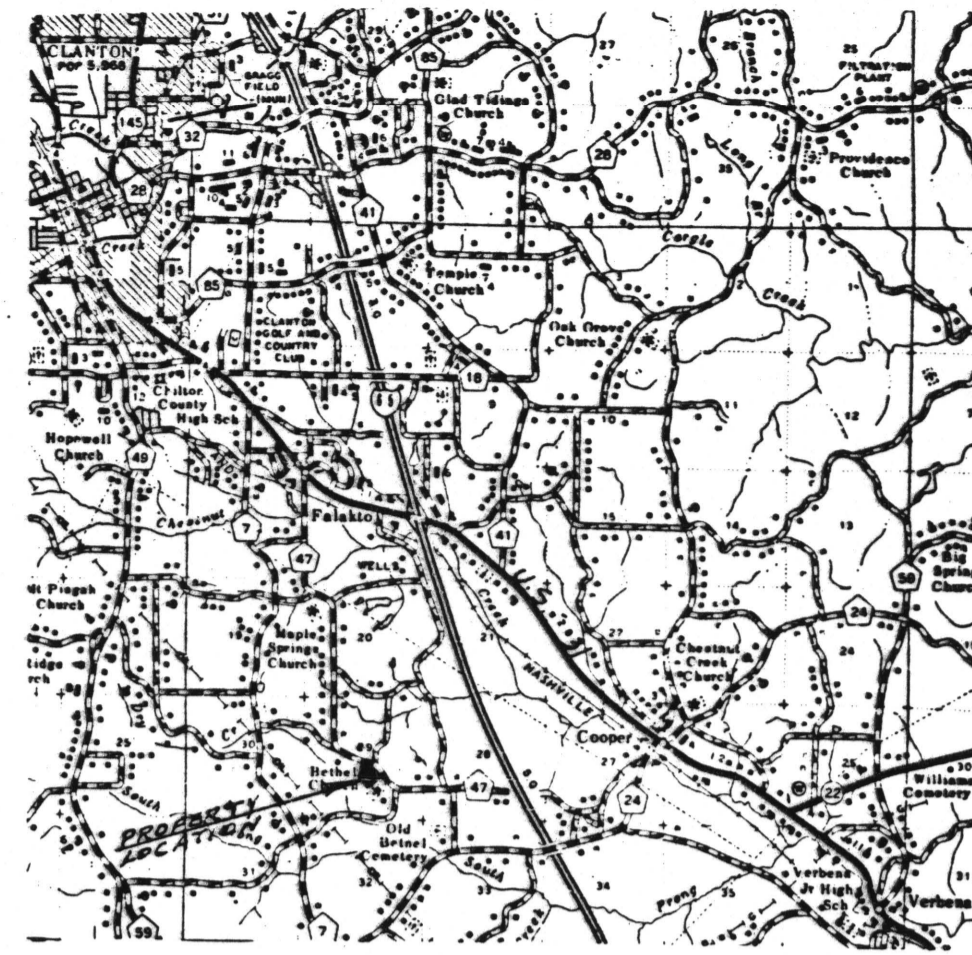


MIMS FARMS PLAT NO. 1

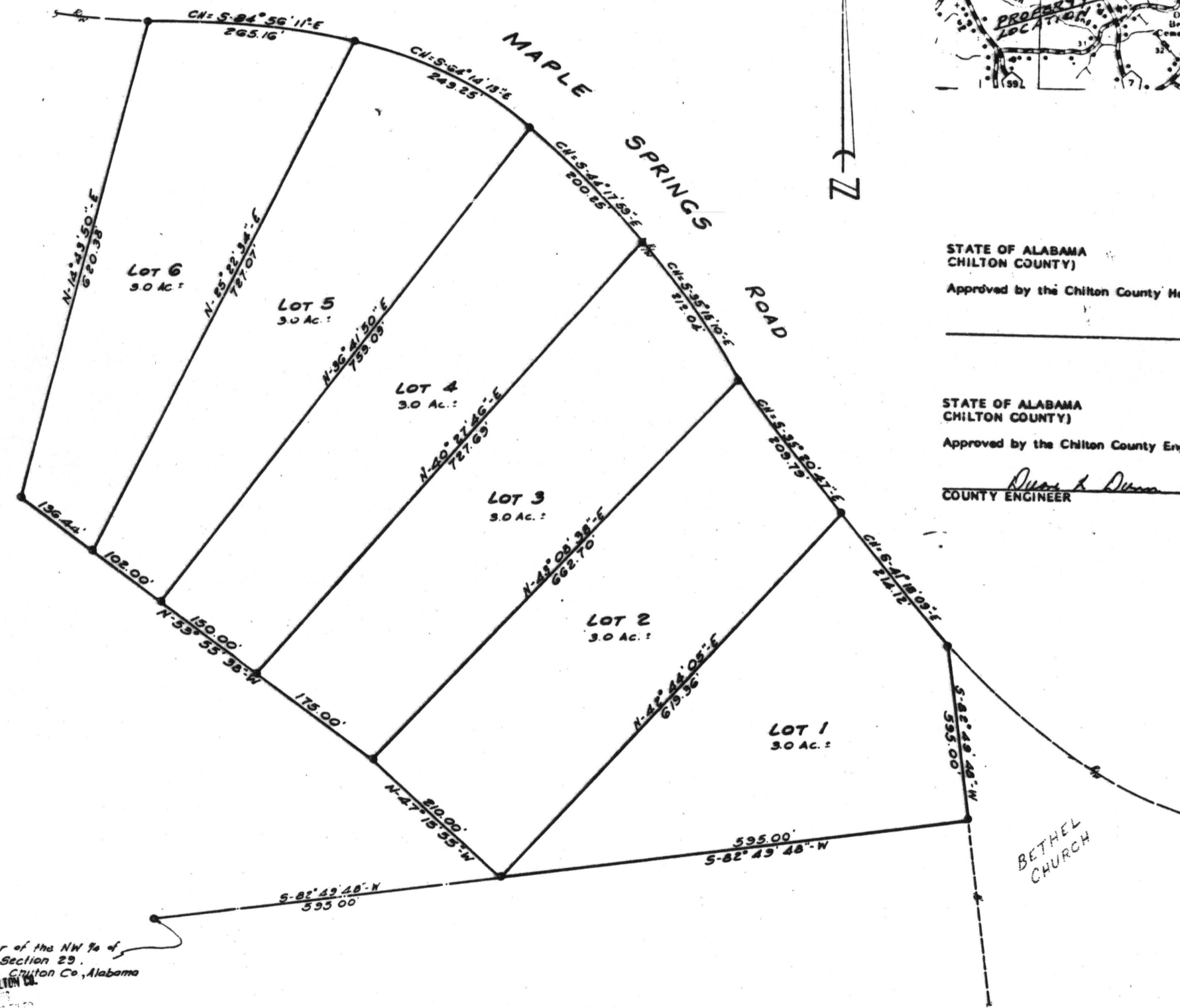
Vinson Addition

Lying in the NW 1/4 of the SE 1/4 and
the NE 1/4 of the SW 1/4 of Section 29,
T-21-N, R-15-E, Chilton Co., Alabama

By: **JEFFCOAT & ASSOCIATES**
1217 Mulberry St.
Montgomery, Alabama 36108



VICINITY MAP
Scale: 1" = 1 Mile



STATE OF ALABAMA
CHILTON COUNTY)

Approved by the Chilton County Health Department on the _____ day of _____, 1985

STATE OF ALABAMA
CHILTON COUNTY)

Approved by the Chilton County Engineering Department, this the 6 day of November, 1985

Dean K. Oliver
COUNTY ENGINEER

The SW Corner of the NW 1/4 of
the SE 1/4 of Section 29,
T-21-N, R-15-E, Chilton Co., Alabama

STATE OF ALA. CHILTON CO.
1985 NOV -8 PM 2:06
UCC FILE NUMBER OR
REC. NO. & PAGE AS SHOWN ABOVE
Map Book 5
Page 41

Rec 10"

RESTRICTIVE COVENANTS

These covenants are to run with the land and shall be binding on all parties and persons claiming them for a period of 25 years from the date of the recording of this plat, after which time said covenants shall be automatically extended for successive periods of 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. Enforcement shall be by proceedings at law or in equity against the person or persons violating or attempting to violate any covenant, either to restrain or to recover damages. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

- LAND USE AND BUILDING TYPE.** No lot shall be used except for residential purposes. Mobile Homes may be placed temporarily on a lot for a period, not to exceed 12 months during the construction time of the permanent residence. Otherwise, no mobile homes are allowed.
- DWELLING SIZE.** The ground floor of the main structure shall be not less than 1100 square feet for a one story dwelling, and shall be not less than 900 square feet of living area on the ground floor of a one and one half or two story dwelling; for the purpose of this paragraph, one-half of the square footage of an attached and enclosed garage shall be considered in a minimum square footage for a dwelling, provided however, garage doors are installed, and the exterior finish of the attached garage is the same as that of the same residence. A carport will not be considered for this purpose.
- BUILDING LOCATION.** No building shall be located on any lot nearer than 75 feet to any road right of way, or nearer than 25 feet to any remaining lot lines.
- SIGNS.** No billboard or other advertising device shall be erected or permitted on any lot, nor shall anything be done or permitted on any lot which will deface or mar the natural scenery thereof.
- LIVESTOCK AND POULTRY.** No animals, livestock or poultry, shall be kept on any lot for commercial purposes. Nor shall they be kept on any lot in a manner that will cause an obnoxious odor or nuisance to adjacent lot owners.
- MINERAL RIGHTS.** One-half of the mineral rights of land on this plat is hereby reserved by the present owners of said land.
- SUBDIVIDING.** No lot shall be re-subdivided into smaller lots or conveyed or encumbered in less than the full original dimension as shown on the original plat of records.
- EASEMENTS.** There is excepted and reserved 7 1/2 feet on each side of all lot lines separating building lots to permit ingress and egress for the erection, construction, and maintenance of public services such as electric power lines, telephone lines, gas, water mains and laterals, sewage lines, and for surface water drainage, upon condition, however, that there is reserved the right to vacate the easements along any lot lines, to 2 or more adjoining, if said adjoining lots are purchased for use as a single dwelling site, and providing, further, that said easements are not currently in use at the time of the vacating of the easement.
- DRIVEWAYS.** No driveway shall be permitted on the up slope side of the road, unless there is installed at the junction of the driveway and road, a concrete or metal culvert or sufficient capacity to provide for adequate drainage of water along the side of the road, and in no event shall said culvert be less than 15 inches in diameter.
- SEWAGE DISPOSAL.** Each lot in this subdivision shall be submitted individually to the Chilton County Health Department for approval of the onsite sewage disposal system prior to any development of the lot which would create sewage.
- LANDSCAPING.** All land on each lot shall be landscaped in a complete and pleasing manner with grass, trees, and shrubs to prevent erosion and to give a pleasing appearance within 12 months of the completion of the residence.
- ADDITIONAL FRONT YARD RESTRICTIONS.** No Satellite Disc or TV Antenna or CB Antenna may be placed in any front or side yard or protrude more than 10 feet higher than the highest roof elevation of the residence.

STATE OF ALABAMA
CHILTON COUNTY)

I, O. Guthrie Jeffcoat, Jr., a Registered Professional Engineer and Land Surveyor of the State of Alabama, do hereby certify that I have surveyed the property shown on this plat, and that the plats are true and correct, that all corners are marked with iron pins, and that they actually exist; that a 5 foot deep bore hole has been placed in the ground on each lot, and based on the bore hole, no ground water or bedrock exist. This the 28 day of October, 1985.

O. Guthrie Jeffcoat Jr.
O. GUTHRIE JEFFCOAT, JR. P.E. 676
AL. REG. NO. 5587

STATE OF FLORIDA
MONTGOMERY COUNTY)

I, Catalene Jacobs, co-owner of the property contained in this plat, do hereby join and sign the foregoing Surveyors Certificate, and adopt this plat as true and correct, and acknowledge all restrictive covenants. This the 5 day of November, 1985.

Catalene Jacobs
CATALENE JACOBS

STATE OF FLORIDA
MONTGOMERY COUNTY)

I, *John H. Hester*, a Notary Public of the State of Florida, hereby certify that Catalene Jacobs, co-owner of the above property, and whose name is signed to the foregoing Surveyors Certificate and Plat and Restrictive Covenants, and is known to me, that being informed of the contents of said certificate and plat, she did execute the same voluntarily on the day same bears date.

Given under my hand and official seal, this the 2 day of November, 1985.

John H. Hester
NOTARY PUBLIC

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
BY COMMISSION EXPIRES MAR 12 1986
EDWARD HENRY GIBSON, JR. UCC#117112

STATE OF ALABAMA
MONTGOMERY COUNTY)

I, Elaine Martin, co-owner of the property contained in this plat, do hereby join in and sign the foregoing Surveyors Certificate, and adopt this plat as true and correct, and acknowledge all restrictive covenants. This the 4 day of November, 1985.

Elaine Martin
ELAINE MARTIN

STATE OF ALABAMA
MONTGOMERY COUNTY)

I, *Debra P. Hackett*, a Notary Public of the State of Alabama hereby certify that Elaine Martin, co-owner of the above property, and whose name is signed to the foregoing Surveyors Certificate and Plat and Restrictive Covenants, and who is known to me, that being informed of the contents of said certificate and plat, she did execute the same voluntarily on the day same bears date.

Given under my hand and official seal, this the 4 day of November, 1985.

Debra P. Hackett
NOTARY PUBLIC

Commission Expires 9/15/87