

CHAPARRAL THIRD SECTOR

Whereas, the undersigned Crestwood Realty, Inc., is the owner of all the lots located in the Survey of Chaparral Third Sector as recorded in Map volume 8 Page 165 in the office of the Judge of Probate Shelby County, Alabama.

Whereas, the undersigned desires to subject said property and each lot in said Survey to the conditions, limitations and restrictions hereinafter set forth.

(A) All lots in the tract shall be known and described as residential single family dwellings.

(B) No building shall be located on any lot nearer than 35 feet to the front lot line or nearer than 9 feet to an interior lot line, except that 15% variance will not be considered as exceeding the building set back. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of the building.

(C) No trailer, tent, shack, garage, barn, or other out building shall at anytime be erected. A travel trailer may be parked off street but shall not be used as a temporary residence.

(D) The first floor area of the main structure, single story exclusive of one story porches and garages shall not be less than 1,400 square feet, not less than 900 square feet for a one and half or two story structure.

(E) No fence, wall, hedge, or shrub planting shall be placed or permitted to remain on any corner lot which extends or exists beyond or over the minimum set back line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(F) No fence shall be permitted forward of the rear of corner of any building.

(G) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

(H) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

(I) No school buses or other public conveyances shall be permitted to remain parked overnight in streets, drives, or on any lot.

(J) These covenants and restrictions shall run with the land and shall be binding upon the undersigned, his heirs, successors and assigns for a period of thirty (30) years from the date hereof. The invalidation of any one of the foregoing covenants and restrictions shall in no way effect any other provision or restrictions contained therein.

B. J. Jackson
Crestwood Realty, Inc.
216 [redacted] Hwy 31 So.
Prichard 36124

(K) Enforcement of these covenants and restrictions shall be by proceeding in law or equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damage.

(L) No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topograph and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.

(M) The Architectural Control Committee is composed of B.J. Jackson, Hershel Dailey and Lawrence Weygand. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to the covenant. At any time, the then record owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

(N) The committee's approval or a disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

IN WITNESS WHEREOF, the undersigned Crestwood Realty, Inc., has hereunto set its hand and seal on this day of , 1984.

CRESTWOOD REALTY, INC.

BY: [Signature] (SEAL)

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that B.J. Jackson whose name as Pro. of Crestwood Realty, Inc., is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of the said instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and official seal this 1st day of March 1984.

[Signature]
NOTARY SEAL

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1984 MAR -2 AM 10:42

[Signature]
NOTARY PUBLIC

My Commission Expires June 29, 1987

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