

RESTRICTIONS FOR  
EIGHTH SECTOR - NAVAJO HILLS

As recorded in the Probate Office of Shelby County, Alabama, in Map Book 9  
Page 94.

WHEREAS, The undersigned NAVAJO PROPERTIES, hereinafter called "Owner",  
is the owner of all lots as shown on map of said Navajo Hills, Eighth Sector  
which is recorded in the Probate Office of Shelby County, Alabama in  
Map Book 9 Page 94

WHEREAS, the undersigned is desirous of establishing restrictions and  
limitations applicable to all lots owned by undersigned in said survey.

NOW, THEREFORE, the undersigned, NAVAJO PROPERTIES does hereby adopt the  
following restrictions and limitations which shall be applicable to all lots  
in the said subdivision, which restrictions and limitations are as follows:

1. No building shall be erected, placed or altered on any building plot in  
Navajo Hills, Eighth Sector until the building plans, specifications and plot  
plan showing the location of such building have been approved in writing as to  
conformity and harmony of external design and with existing structures in said  
Navajo Hills, Eighth Sector, and as to location of the building with respect to  
topography and finished ground elevation, by the Owner or by a representative  
designated by the Owner. The representatives shall serve at the will of the  
Owner. The City of Alabaster will issue a building permit upon receipt of  
approval letter from the Owner or his representative.
2. That said property shall be used for residential purposes only and not  
for any purpose of business or trade, and that no more than one single family  
dwelling house may be erected on each residential lot and said dwelling not to  
exceed 2 1/2 stories in height.
3. No lot shall be sold or allowed to be sold for the purpose of extending  
any public or private road or street, or for the purpose of opening any road or  
street, except by written consent of owner, his heirs or assigns.
4. No building shall be erected or allowed to remain on any residential lot  
in said subdivision within 50 feet of the back of the curb nor more than 75 feet  
from back of curb or within 10 feet of any side line of said lot.
5. Exposed exterior walls composed of the following materials shall be  
prohibited from this subdivision: Concrete, cement or other types of block  
materials; German siding or pattern 105 siding, asbestos shingles; sheet rock or  
other similar materials; imitation asphalt brick or imitation stone siding.
6. No residential structure shall be erected or placed on any building lot,  
which lot has an area of less than 15,000 square feet or a width of less than  
90 feet at the front building set back line.
7. No noxious or offensive trade or activity shall be carried on upon any  
lot nor shall anything be done thereon which may be or become an annoyance or  
nuisance to the neighborhood.
8. No trailer, basement without finished superstructure, tent, or any  
temporary structure erected on lots in the subdivision hereinabove mentioned,  
shall at any time be used as a residence, temporarily or permanently.
9. The ground floor area of the main structure, exclusive of one story open  
porches, breezeways, carports and terraces shall not be less than 1350 square  
feet. Houses with split foyers shall be not less than 1350 square feet finished  
rooms or heated space. Houses that are split level shall be not less than 1350  
square feet finished rooms or heated space. If one and one-half story, two  
story or two and one-half stories, the ground floor shall not be less than 900  
square feet of living area with total living area being at least 1600 square feet  
excluding open porches and garages.

*Don Murphy*  
2105 Old Montgomery Hwy  
Pelham, AL 35124

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LIBER

10. Fences may be constructed no higher than four feet to the rear of the dwelling house, but none shall be constructed nearer the front of the lot than the rearmost portion of dwelling house. No spite fences shall be erected.

11. No signboard of any description shall be displayed on any residential lot with the exception of "For Sale" or "For Rent" signs, which signs shall not exceed two feet by three feet.

12. No residential structures shall be moved onto any lot.

13. That until such time as a municipal sewage system is available, sewage disposal shall only be by septic tanks which shall be constructed and maintained in a manner satisfactory to the Alabama Board of Health.

14. The Owner reserves to himself, his heirs and assigns, the right to grant rights of way to use said street to any other person, firm or corporation, for the purposes of erecting hereon and installing thereover such poles, wires, guys, or guy wires, pipelines, and other equipment and apparatus as may be necessary or desirable for the purpose of supplying the premises adjacent thereto with electricity, telephone, water, sewer and gas service, including but not restricted to the right to trim trees where necessary or advisable for the safe operation thereof, and to conduct telephone and electric light wires over said lots from the poles located on said streets or ways.

15. If any person shall violate or attempt to violate any of the covenants and restrictions contained herein, it shall be lawful for any other person or persons owning any of the lots in said subdivision to 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 for such violations. It being understood that this right extends not only to the present owners of said subdivision, but also to any future lot owners therein.

16. Minor violations of the building line requirements not to exceed 8% (eight percent) of the required distance may be waived by Owner.

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

18. All of said restrictions and covenants shall constitute covenants running with the land and all of the deeds hereafter made conveying said lots shall be made subject to the restrictions hereinbefore set out.

19. No farm animals shall be kept or maintained on any residential building lot and not more than two domestic pets may be kept or maintained on any residential building lot.

20. No person or persons shall be permitted to dump garbage, trash or sewage on lots or in drains within Navajo Hills, Eighth Sector.

21. No antennas (sending or receiving) including satellite dishes, shall not be erected on any lot without the approval of the Owner or a Representative of the Owner.

WITNESS my hand this 2<sup>nd</sup> day of Aug., 1985

Rec 5.00  
Jud 1.00  
6.00

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

1985 AUG -2 PM 4:12

NAVAJO PROPERTIES  
A GENERAL PARTNERSHIP

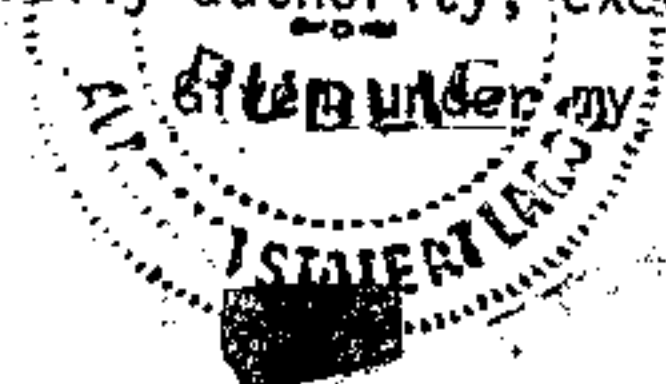
By Donald R. Murphy  
Managing Partner

STATE OF ALABAMA  
SHELBY COUNTY

Thomas A. Brundage, Jr.  
JUDGE OF PROBATE

I, Carol N. Livingston, a Notary Public in and for said County, in said State, hereby certify that Donald R. Murphy whose name as Managing Partner of Navajo Properties, a General Partnership, is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day that, being informed of the contents of such conveyance, he, as such officer and with fully authority, executed the same voluntarily for and as the act of said.

WITNESS my hand and official seal, this the 2 day of August, 1985



Carol N. Livingston  
Notary Public  
My Commission Expires June 27, 1989