

Protective Covenants

Chanda-Terrace 2nd Sector

State of Alabama )  
Shelby County )

WHEREAS, the undersigned Crestwood Homes, Inc. is the owner of all the lots located in the survey of Chanda-Terrace 2nd Sectors, as recorded in map volume 9, page 101 in the office of the Judge of Probate, Shelby County, Alabama. Situated in the NW 1/4 of Section 1. Township 20, South, Range 3 West, Shelby County, Alabama; and

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

NOW, THEREFORE, the undersigned does hereby expressly adopt the following protective covenants, conditions, and limitations for said survey to wit:

That said property and each lot located in said survey shall be and the same are hereby subject to the following conditions, limitations, and restrictions.

If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to procure any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant 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 by judgment of court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

(a) All lots in the tract shall be known and described as residential lots for single family dwellings. No structure shall be erected, altered placed, or permitted to remain on any residential building lot other than a single family dwelling not to exceed two and one-half stories, or 35 feet in height, as measured from front street level.

(b) No portion of any building will be permitted to encroach upon another lot. The building line for this subdivision shall be "0", as measured from brick line of structure.

(c) 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.

(d) No trailer, tent, shack, garage, barn, or other outbuildings shall, at any time, be erected, temporarily or permanently, nor shall any structure of temporary character be used as a residence.

(e) The first floor heated area of the main structure of a one-story building shall be no less than 1100 square feet. For a one and one-half story building, the first floor heated area shall be no less than 600 square feet.

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✓ B. J. Jackson

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

(g) No sign of any kind shall be displayed to the public view on any lot except one professional sign of no more than one square foot, one sign of not more than six square feet advertising the property for sale or rent, or signs used by the builder(s) to advertise the property during the construction and sales period.

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

(i) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall only be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(j) No non-operable vehicle of any kind shall be parked on or off any lots nor shall they be permitted to remain in the drives or streets within this subdivision.

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

(l) 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 affect any other provision or restriction contained therein.

(m) 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 damages.

(n) 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 workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography 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.

(o) The Architectural Control Committee shall be composed of B.J. Jackson, Vane J. Curtis, and Loisanne P. Jackson. 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 rendered pursuant to the covenants. 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 or duties.

(p) 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 the plans are submitted as hereinafter provided, or in any event, if the committee or its designated representative has not acted prior to the completion of the building, the plans shall be deemed approved and the related covenants shall be deemed satisfied.

IN WITNESS WHEREOF, the undersigned Crestwood Homes, Inc. has hereunto set its hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 1985.

Crestwood Homes, Inc.

BY: *B. J. Jackson* (Seal)

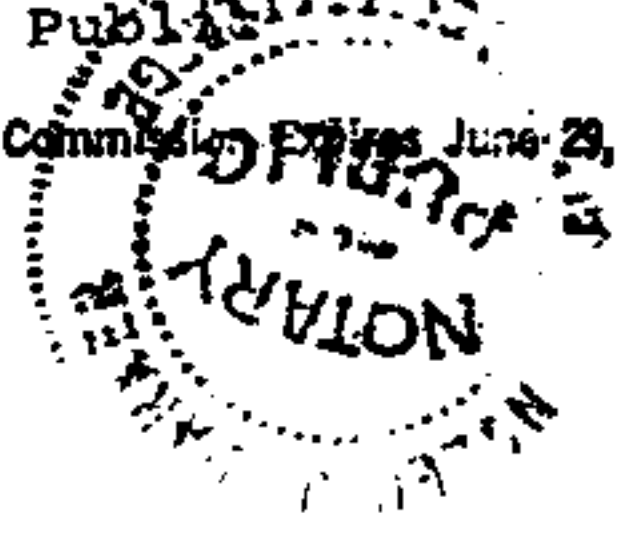
State of Alabama)  
Shelby County )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that B. J. Jackson whose name as President of Crestwood Homes, 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 13<sup>th</sup> day of Sept., 1985.

*Nolen J. Parker*  
Notary Public

My Commission Expires June 29, 1987



STATE OF ALA. NOTARY PUBL.  
I CERTIFY THIS  
INSTRUMENT IS TRUE

1985 SEP 13 AM 10:58

*[Signature]*  
JUL 1 1987

RECORDING FEES

Recording Fee	\$ <u>7.50</u>
Index Fee	<u>1.00</u>
TOTAL	\$ <u>8.50</u>

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