

659

DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND RIGHTS

CHESTNUT GLEN  
PHASE TWO

WHEREAS, the undersigned Owner owns in fee simple the following  
described real estate situated in Shelby County, Alabama, to-wit:

Lots 20 to 33, according to the Survey of CHESTNUT GLEN - PHASE  
TWO, as recorded in Map Book 13, Page 17, in the Probate Office  
of Shelby County, Alabama.

NOW, THEREFORE, The owner hereby declares that all of the above  
described properties shall be held, sold and conveyed subject to the following  
easements, restrictions, covenants, conditions and rights which are for the  
purpose of creating uniformity, protecting the value and desirability of the  
above described property, and which shall run with the said real estate and be  
binding on all parties having any right, title or interest in the above  
described property or any part thereof, their heirs, successors and assigns,  
shall enure to the benefit of each owner thereof, and shall in addition  
thereto, be enforceable by the Shelby County Health department and any other  
municipal entity at interest.

1. MINIMUM PARCEL SIZE. No parcel of land may be divided leaving  
any parcel less than three acres (all these restrictions shall apply equally  
to all such parcels).

2. LAND USE AND BUILDING TYPE. No lot shall be used except for  
residential purposes. No building shall be erected, altered, placed or  
permitted to remain on any lot other than one single-family dwelling not to  
exceed two and one-half stories in height. Said building shall contain not  
less than 1200 square feet on the ground floor and not less than 2000 square  
feet total heated space. No mobile, modular, or factory constructed housing is  
allowed.

3. NUISANCES. No noxious or offensive activity shall be carried on  
upon any lot, nor shall anything be done thereon which may be or may become an  
annoyance or nuisance to the neighborhood.

4. TEMPORARY STRUCTURES. No structure of a temporary character,  
trailer, basement, tent, shack, garage, barn, or other outbuilding shall be  
used on any lot at any time as a residence either temporarily or permanently.

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

6. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any  
kind shall be raised, bred, or kept on any lot, except one horse per acre and  
dogs, cats, or other household pets may be kept provided they are not kept,  
bred, or maintained for any commercial purpose.

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*Trimm*  
*Charlotte Hardwick*  
*3077 - Whispering Pines Circle*  
*Princeton, N.C.*

7. WATER SUPPLY. No individual water-supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards, and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authority.

8. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any lot unless such system is designated, located and constructed in accordance with the requirements, standards and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authority.

9. SET BACK LINE. All residence and other structures must be set back a minimum of 75 feet from the ingress and egress road, if any part of the original parcel of land as deeded by developers to the original owner on which the structure is constructed has a minimum side length or depth of at least 500 feet. No structure of any nature may be placed closer than 50-feet to the side or back of any parcel of land.

10. SET BACK - OUT BUILDINGS. No structure (in addition to the residence) may be constructed closer to the ingress and egress road than the back of the residential building. This restriction also applies to satellite dishes.

11. CONCRETE BLOCK. No concrete block on any structure may be visible from the ingress and egress road, this means no concrete block may be visible from the road or street on the front or sides of the residential structure.

12. DRIVE-WAYS. All driveways visible from the ingress and egress streets must be concrete or asphalt.

13. ADDITIONAL REAL ESTATE MAY BE INCLUDED. Owner reserves the right to include additional real estate under these covenants.

14. ARCHITECTURAL CONTROL COMMITTEE. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plat 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 structure, and location with respect to topography and finish grade elevations. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similar approval shall be obtained as hereinafter provided.

The architectural control committee is composed of Bud Weber and any two of the other partners. A majority of the committee may designate a representative to act for it. In the event of death or resignation or 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 this 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.

The committee's approval or 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 shall not be required and the related covenants shall be deemed to have been fully complied with.

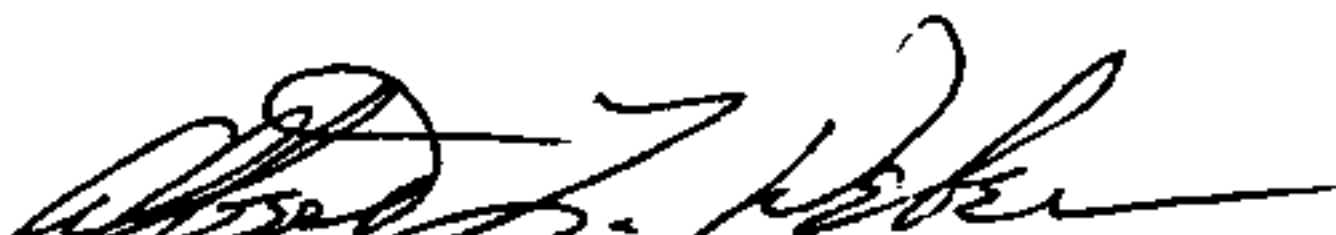
15. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless 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.


(3)


16. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

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

18. COMMERCIAL ENDEAVORS. No property may be used for storage of equipment of commercial nature (large machines, etc.). No junk cars shall be maintained on the property.

  
Albert L. Weber

  
Meint J. Huesman

  
by: Albert L. Weber, Attorney in fact  
under the Power of Attorney  
recorded in Real Record 024, Page  
359, in the Probate Office of  
Shelby County, Alabama.

  
Charlotte W. Poe Hardwick

STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State hereby certify that Albert L. Weber, whose name 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 the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 9th day of Jan,  
1988.7

  
Notary Public


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(4)

STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Albert L. Weber, whose name as Attorney in Fact for Meint J. Huesman, 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 the conveyance, he executed the same voluntarily on the day the same bears date, in his capacity as such Attorney in Fact.

Given under my hand and official seal, this 9th day of Jan, 1988 89

  
Notary Public

STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Charlotte W. Poe Hardwick, whose name 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 the conveyance, she, executed the same voluntarily on the day the same bears date.

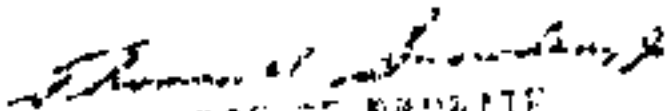
Given under my hand and official seal, this 16th day of Jan, 1988 89

  
Notary Public

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

89 JAN -9 PM 2:33

  
JUDGE OF PROBATE

#### RECORDING FEES

Recording Fee	\$ <u>10.00</u>
Index Fee	<u>1.00</u>
TOTAL	<u>11.00</u>