

3908
RESTRICTIONS FOR

NAVAJO HILLS THIRD SECTOR

AS RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA
IN MAP BOOK 5 PAGE 56

WHEREAS, the undersigned FARRIS LAND COMPANY, INC., hereinafter called "owner", is the owner of all lots as shown on map of said Navajo Hills, Third Sector, which is recorded in the Probate Office of Shelby County, Alabama, in Map Book 5, page 56,

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

NOW, THEREFORE, the undersigned, FARRIS LAND COMPANY, INC. 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. That said property shall be used for residence 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 residence lot and said dwelling not to exceed 2½ stories, in height.
2. 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.
3. No building shall be erected or allowed to remain on any residential lot in said subdivision within 40 feet of the back of the curb or within eight feet or any side line of said lot.
4. 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.
5. 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.
6. 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.
7. No trailer, basement without finished superstructure, tent, or any temporary structures erected on lots in the subdivision hereinabove mentioned, shall at any time be used as a residence, temporarily or permanently.
8. The ground floor area of the main structure, exclusive of one story open porches, breezeways, carports and terraces shall not be less than 1250 square feet.
9. 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, except signs erected by Owner.
10. 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.
11. No residential structures shall be moved onto any lot.
12. The Owner reserves to himself, his heirs and assigns, the right to grant rights of way to use said streets to any other person, firm or corporation for the purposes of erecting thereon and installing thereover such poles, wires, guys, 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.

13. 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 violation. It being understood that this right extends not only to the present owners of said subdivision, but also to any future lot owners therein.

14. 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.

15. Minor violations of the building line requirements not to exceed ten percent (10%) of the required distance may be waived by owner.

16. 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 heretofore set out.

WITNESSED by hand this the 25th day of July, 1970.

FARRIS LAND COMPANY, INC.

By

W. M. Farris
President

STATE OF ALABAMA
CHIEF CLERK

I, Martha B. Joiner, a Notary Public in and for said County, in said State, hereby certify that W. M. Farris whose name as President of Farris Land Company, Inc., a corporation, 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 full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 25th day of July, 1970.

Martha B. Joiner
Notary Public

STATE OF ALA. SHELLEY CO.
CERTIFY THIS
INSTRUMENT WAS FILED
1970 JUL 27 AM 8:18
U.C.C. FILE NUMBER OR
REC. BK. & PAGE AS SHOWN ABOVE
Conceded
JUDGE OF DISTRICT