

5148

RESTRICTIONS FOR
NAVAJO WEST SECTOR OF NAVAJO HILLS

AS RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA
IN MAP BOOK 5, PAGE 80

WHEREAS, the undersigned Farris Land Co., Inc. hereinafter called "owner", is the owner of all lots as shown on map of said Navajo West Sector of Navajo Hills, which is recorded in the Probate Office of Shelby County, Alabama, in Map Book 5, Page 80,

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 Co., 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 2 1/2 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, its successors, 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 of 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 obnoxious 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 heated area of the main structure, exclusive of one story open porches, breezeways, carports and terraces shall not be less than 1500 square feet; except for two-story dwellings which shall not be less than 1800 square feet.

9. Fences may be constructed to the rear of the dwelling house, but none shall be constructed nearer the front of the lot than the rear-most portion of dwelling house.

10. 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.

11. 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.

BOOK 270 PAGE 219



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Shelby Cnty Judge of Probate, AL
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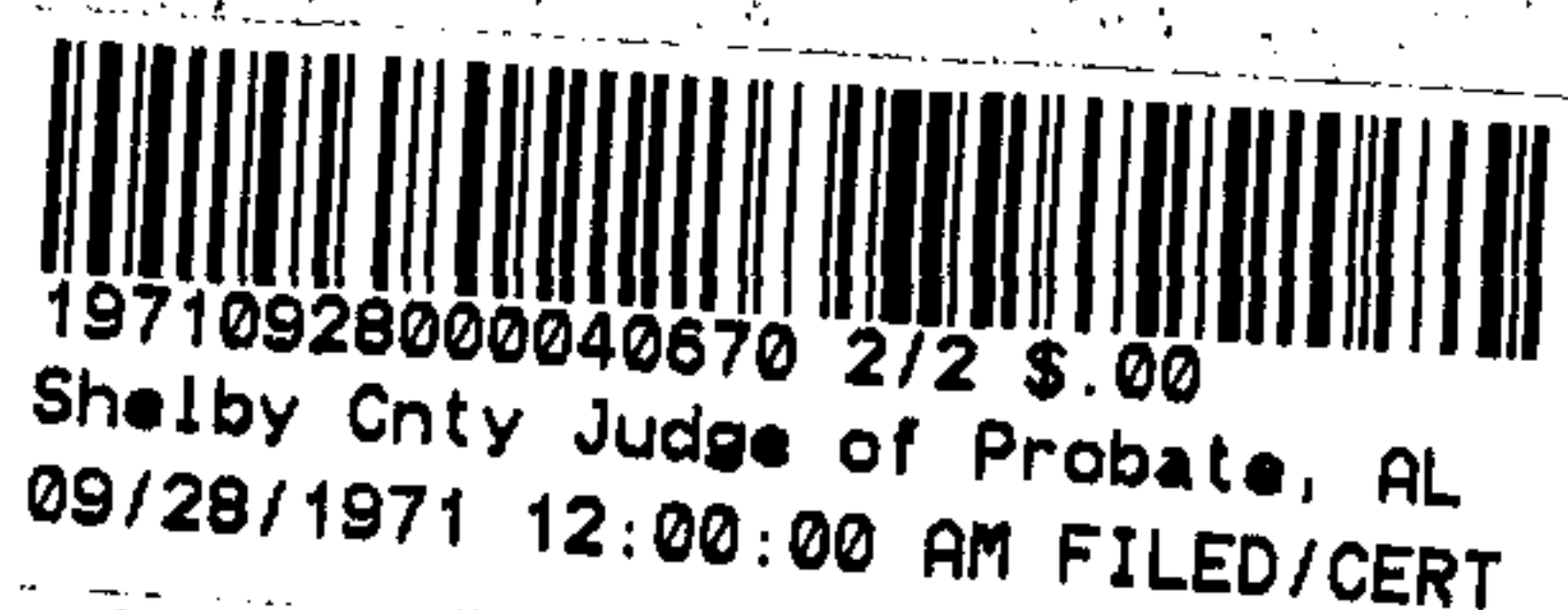
12. If any person shall violate or attempt to violate any of the covenants and restrictions contained herein, it shall be lawful for any other person or persons owning any of the lots in said subdivision to prosecute any proceedings at law or in equity, against the person or persons violating or attempting 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.

13. Invalidity 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.

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

15. 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.

WITNESS my hand this the 27 day of September, 1971.



FARRIS LAND COMPANY, INC.

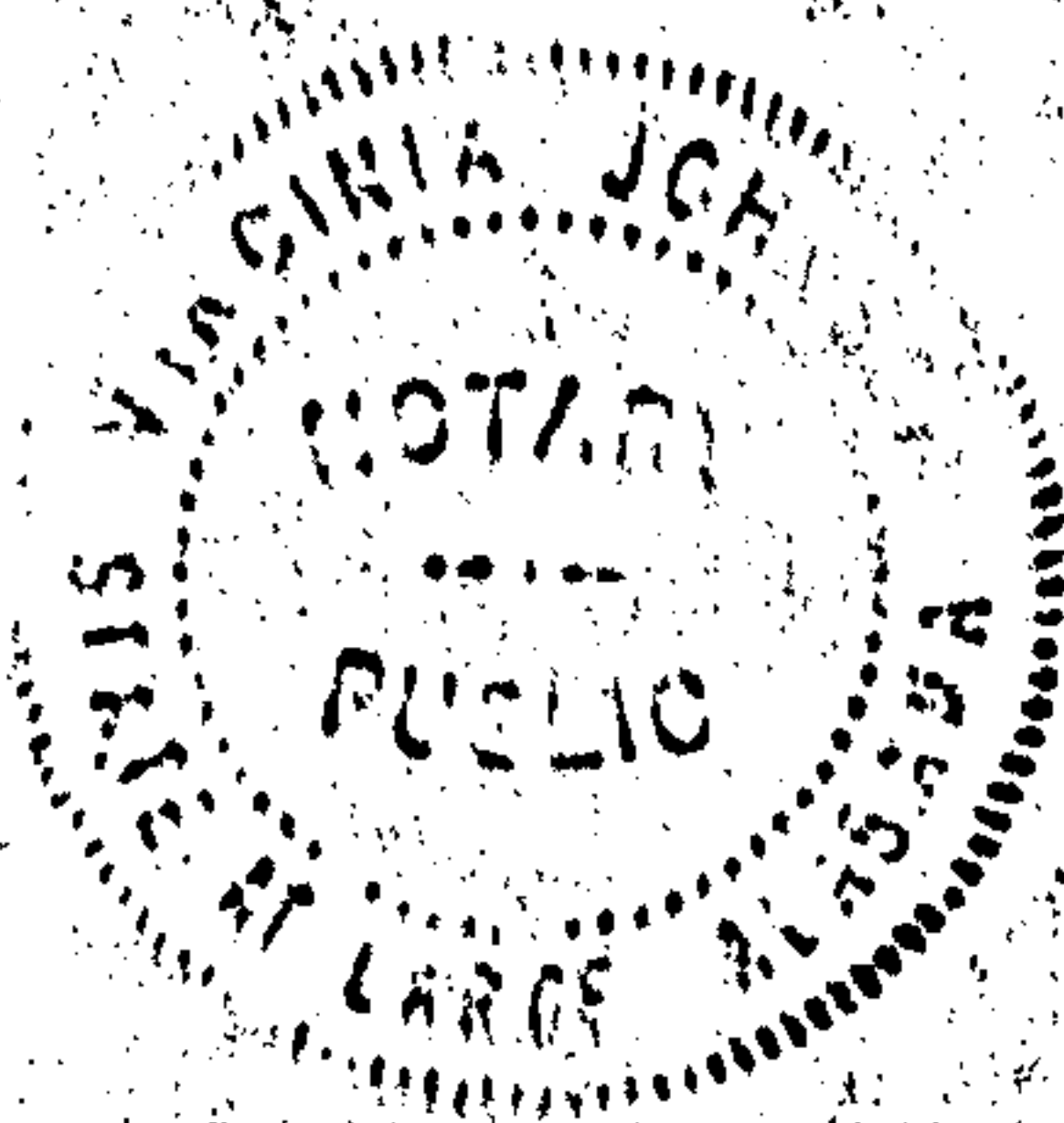
By W. M. Farris
President

STATE OF ALABAMA
SHELBY COUNTY

I, Virginia Johnson, 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 27 day of September, 1971.

Virginia Johnson
Notary Public



STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1971 SEP 28 PM 2:28
U.C.C. FILE NUMBER OR
REC. BK. & PAGE AS SHOWN ABOVE
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