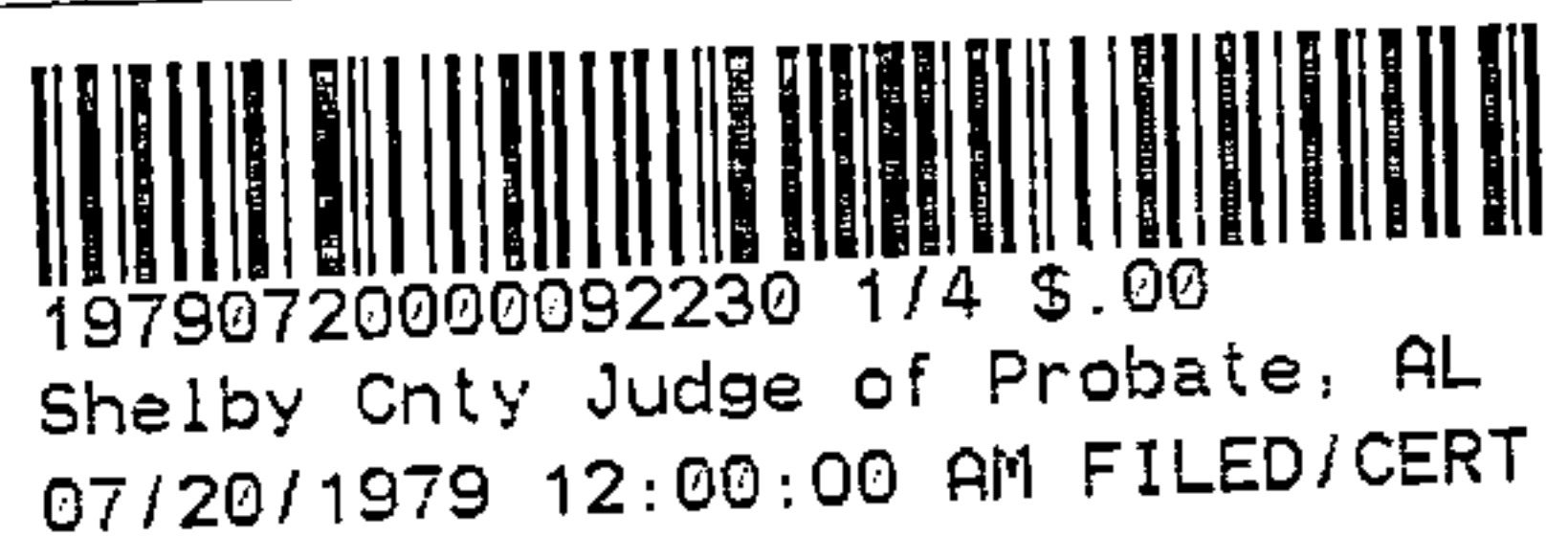


RESTRICTIONS FOR 829

PARK FOREST SUBDIVISION  
First Sector

AS RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

IN MAP BOOK 7, PAGE 155



WHEREAS, the undersigned Belandco, Incorporated, hereinafter called "owner" is the owner of all lots as shown on map of said subdivision which is recorded in the Probate Office of Shelby County, Alabama, in Map Book 7 Page 155.

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

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

1. 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 residence lot and said dwelling is 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 dwelling shall be erected on any lot of said property nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat of Park Forest. In any event, any portion of the building shall not be located on any lot nearer than 40' to the front lot line or more than 60' from either the front lot line or the side street line or nearer than 10 feet to any side lot line, nor nearer than 30 feet to the back lot line. However the Architectural Control Committee mentioned below retains the authority to waive any violation of setback lines.
4. Exposed exterior walls composed of the following materials shall be prohibited from this subdivision: concrete unfinished block materials, asbestos shingles, sheetrock or other similar materials and imitation asphalt brick.
5. 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.
6. No trailer, basement without finished substructure, 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.
7. The Ground floor area of the main structure, exclusive of one-story open porches and garages shall be not less than 1300 square feet for a one-story dwelling, nor less than 1000 square feet for a dwelling of more than one story.
8. 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 any dwelling house, except these specifically approved in writing by the Architectural Control Committee.
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 the owner.
10. No residential structures shall be moved onto any lot.

Jack



11. No farm animals shall be kept or maintained on any residential building lot and not more than two domestic animals may be kept or maintained on any residential building lot. Furthermore, the construction, operation, or maintenance of any place for caring for or raising stock or other animals for commercial purposes is hereby prohibited and no such building shall be constructed, maintained, or operated for this purpose on any lot in this subdivision.

12. The owner reserves the right, along with its successors and assigns, to grant rights of way to use said streets to any person, firm or corporation for the purpose 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 electrical, 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 electrical light wires over said lots from the poles located on said street or ways.

13. No dwelling, outbuildings, garages or servants houses shall be erected or began on said property until the buildings plans and specifications and a plot plan showing the location of such building have first been delivered to and approved in writing as to harmony and conformity of external design with existing structures in the subdivision by the Architectural Control Committee composed of Sam Bennett, Wayne Russell and Mary Russell or such other representative as may be designated by them. If the plans, specifications, architectural design, plot plan, grade and location of a dwelling or other buildings provided for herein are actually delivered to one of the members of said committee or other designated representative for examination and approval and no member of said committee or other designated representative acts thereon within ten (10) days after such delivery by delivering notice in writing of his determination to the party requesting his approval, such plans, specifications, architectural designs, plot plans, grades and location, as the case may be, shall be conclusively deemed to have been approved by the committee.

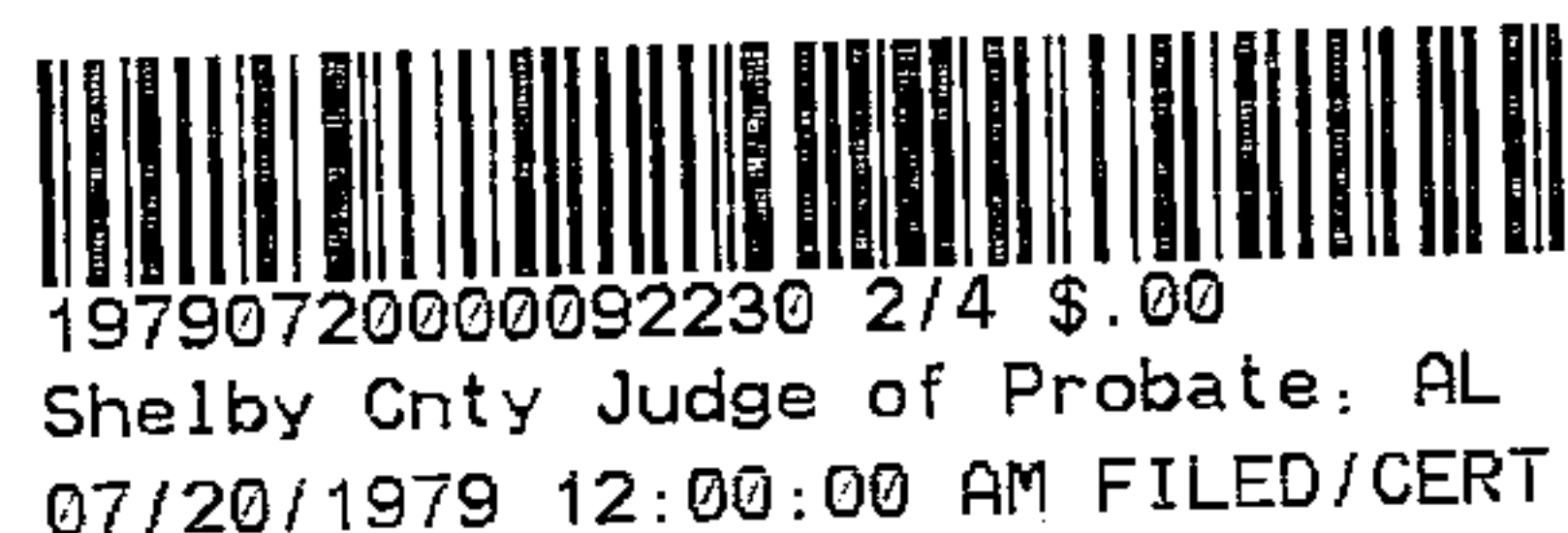
14. No mail or paper box shall be placed upon any lot unless the type and form of the same is approved by the Architectural Control Committee.

15. No lot shall be cultivated for crops of any sort, except for kitchen gardens of reasonable size, which must be located to the rear of the dwelling.

16. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers.

17. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such lines.

18. After start of construction of any superstructure, said superstructure shall be completed within 120 days.





19. The owner, Belandco, Incorporated, its successors and assigns, has the right at its option to buy back any lot sold to any purchaser under the following circumstances:

--If 6 months from the date of the conveyance of any lot, footings for a residential structure approved by the Architectural Control Committee have not been poured-- In the event Belandco, Incorporated, its successors and assigns elect to exercise this option, it shall do so by notifying the lot owner in writing and giving 10 days notice to the lot owner to produce a deed reconveying the lot. The purchase price of the lot under this buy back agreement shall be the original sales price of the lot plus 6% interest. Said reconveyance shall be free and clear of all encumbrances and the purchase price for the reconveyance is to be first applied to the encumbrances if any on said lot and the balance of the proceeds are to go to the lot owner. In the event the lot owner refuses to comply willingly with this buy back agreement all interest paid under this agreement shall be forfeited.

20. All residential dwellings constructed on the lots must be completed on the exterior and landscaped properly within 9 months from the date the footings are poured. In the event a house constructed on the lot is not completed within 9 months as set out hereinabove Belandco, Incorporated, its successors and assigns, shall have the right to repurchase said lot upon 30 days written notice to the lot owner and any mortgagee. The purchase price for the buy back agreement shall be the original sales price of the lot plus the actual hard costs of the improvements made on the lot but not including overhead, interest and other non-hard cost items. Interest at the rate of 6% simple per annum shall be paid in addition to the original lot cost and hard costs. In the event this buy back agreement is exercised, the register and/or clerk or other proper authority of Shelby County shall have the right to execute a deed reconveying said lot upon payment of the repurchase price as set out hereinabove.

21. All yards to be sprigged or sodded, no seeding in front yards. Rear yards may be seeded.

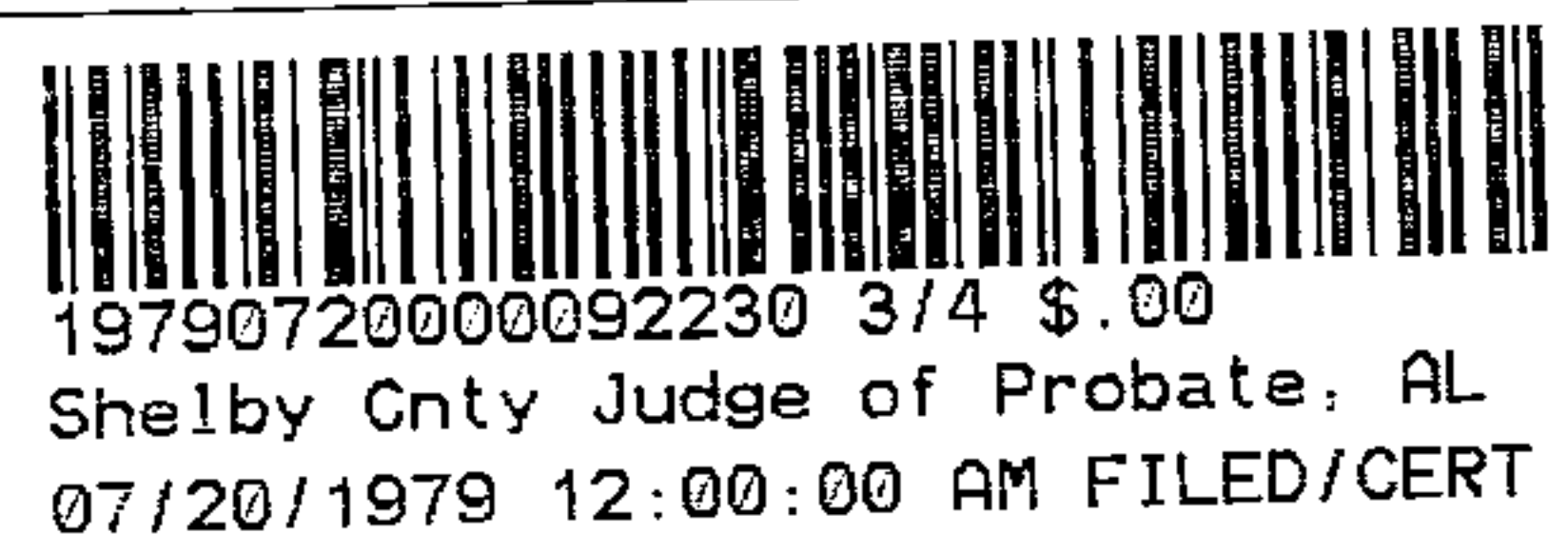
22. All superstructures will have anodized or wood windows.

23. Water meters shall be set at onset of construction of any superstructure.

24. 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 doing so again or to recover any 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.

25. Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force.

26. The owners herein reserve the right to modify, waive, release and/or void said building limitations and restrictions.



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

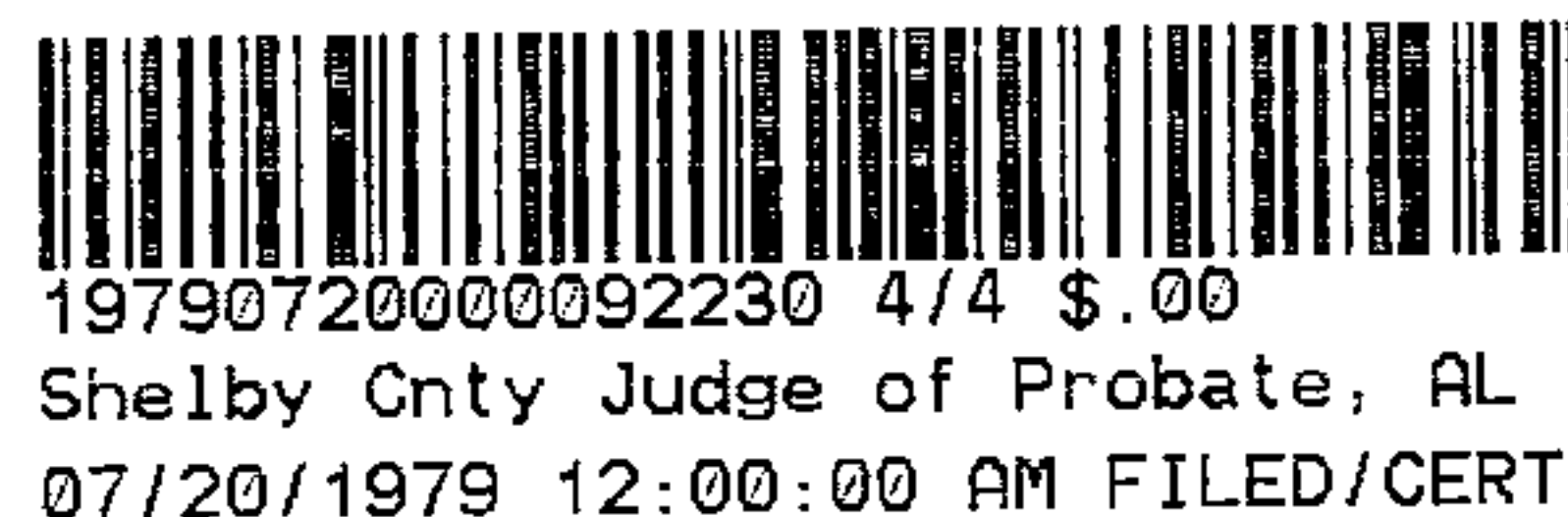
WITNESS MY HAND, this the 19th day of July 1979.

PARK FOREST SUBDIVISION

BELANDCO, INCORPORATED

By: *Sam W. Bennett*  
Sam W. Bennett, President

STATE OF ALABAMA  
SHELBY COUNTY



I, the undersigned, a Notary Public in and for the said County in the said State, hereby certify that SAM W. BENNETT, whose name as President of BELANDCO, INCORPORATED, is signed to the foregoing instrument and who is known to me, acknowledged before me this day that, being informed of the contents of such conveyance, he as such officer and with full authority executed the same voluntarily as the act of said corporation.

GIVEN under my hand and official seal this, the 19th day of July 1979.

*Janice B. Miller*  
Notary Public

My Commission Expires Jun. 2, 1981

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