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RESTRICTIONS FOR CHAPARRAL, FIRST
SECTOR, PHASE II

Whereas, the undersigned, Harbar Homes, Inc. is the owner of all the lots except Lot 13 in Chaparral, First Sector, Phase II.

Whereas, the undersigned Harbar Homes, Inc. hereinafter collectively referred to as "Owners" are desirous of establishing restrictions and limitations applicable to all lots except Lot 13 owned by them in said subdivision, which said subdivision is recorded in Map Book 8, page 114, Office of the Judge of Probate of Shelby County, Alabama.

Now, THEREFORE, the undersigned Harbar Homes, Inc. do hereby adopt the following restrictions and limitations which are as follows:

1. That said property be used for residence purposes only and not for any purpose of business or trade.

2. No more than one residence shall be constructed on any one lot in said subdivision and any residence so constructed shall be a one family dwelling.

3. That no temporary buildings, tables, garages or other buildings shall be built and used for residence purposes on said lots.

4. No dwelling shall be erected on said property, unless said structure complies with all Pelham Zoning Ordinances.

5. No fences or walls above the grade of the estate shall be erected, nor growing hedges planted and maintained on said property nearer the street than the front line of any dwelling.

6. No lot may be subdivided or reduced in size by voluntary alienation, judicial sale, or other proceedings, except in the discretion and with the written prior approval of said' owners, their heirs, executors or assigns.

7. No animals will be allowed except for dogs, cats, pet birds limited to a per lot aggregate of four and no breeding of any animals for commercial purposes shall be permitted.

8. Owners, their heirs, executors, assigns and successors, reserve the right to modify, release, amend, void, transfer, or delete all of the rights, reservations and restrictions herein set forth, or the right to modify, release, amend, or void any one of them or more of the said set forth restrictions on lots or estate belonging to them.

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Harbar Homes, Inc.
Rt 1 Box 306
Helena, AL 35080

9. No lot shall be sold or used for the purpose of extending any public or private road, street or alley, or for the purpose of opening any road, street or alley except by the prior written consent of said owners, their heirs, executors and assigns.

10. No privy or receptical or any kind can be used for storage or waste and only septic tanks and sewage disposal systems approved by the county health department shall be acceptable.

11. 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.

12. No sign on any kind shall be displayed to the public view on any lot except, 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.

It is understood and agreed that said conditions, limitations, and restrictions shall attach to and run with the land for a period of 25 years from date hereof, at which time said restrictions and limitations shall automatically extend for successive periods of ten years, unless by vote of a majority of the then owners of the lots, it is agreed in writing to change said restrictions in whole or in part. 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 real property situated in said development or subdivision to prosecute 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 doing or to recover damages or other dues from such violations.

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 affect.

IN WITNESS WHEREOF, the said Harbar Homes, Inc. has hereunto set its signature by J. H. Harris, President, who is duly authorized, and has caused the same to be attested by it's Secretary.

ATTEST:

HARBAR HOMES, INC.

BY: J. H. Harris

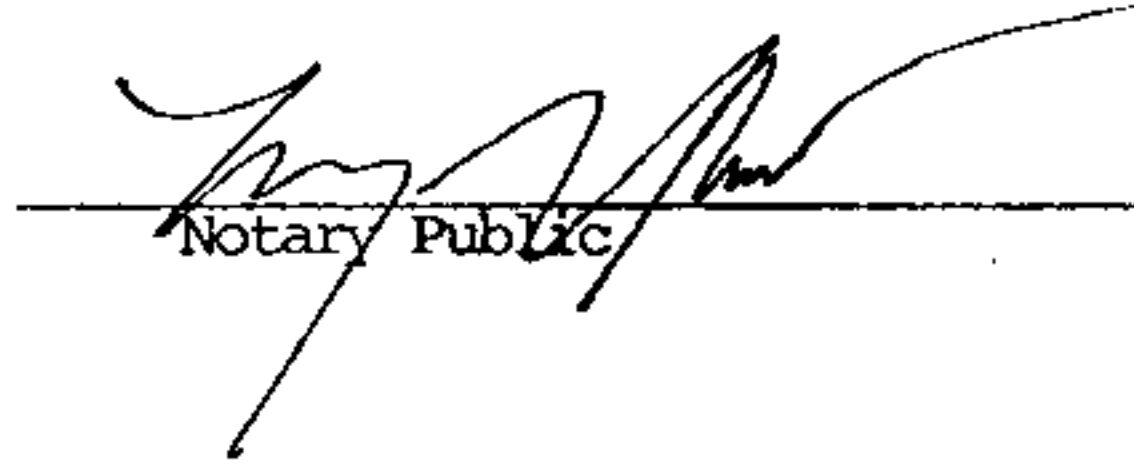
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STATE OF ALABAMA

Jeff. COUNTY

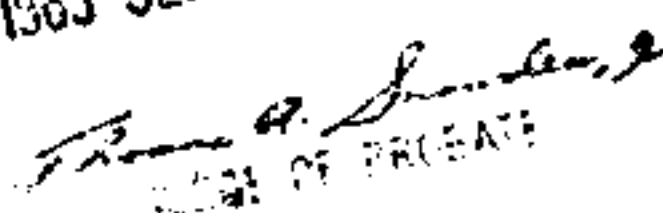
I, the undersigned, A Notary Public in and for said county, in said state, hereby certify that B. J. Harris, whose name as the President of the Harbar Homes, Inc., a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledge before me on this day that being informed of the contents of the 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 21st day of September, 1983.


Notary Public

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

1983 SEP 21 PM 12:18


THOMAS A. SHULER, JR.
CLERK OF PROBATE

Rec'd 4.50
Jud 1.00
5.50