

1931
RESTRICTIONS FOR HERITAGE OAKS

Whereas, the undersigned, Harbar Homes, Inc. is the owner of all the lots in Heritage Oaks.

Whereas, the undersigned Harbar Homes, Inc. hereinafter collectively referred to as "Owners" are desirous of establishing restrictions and limitations applicable to all lots owned by them in said subdivision, which said subdivision is recorded in Map Book 11, Page 23 A & B, 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. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as residence either temporarily or permanently.
4. No fences of any kind shall be erected within the area of the minimum building set back line as shown on the recorded plat.
5. No lot may be subdivided or reduced in size by voluntary alienation, judicial sale, or other proceedings, except in the disrection and with the written prior approval of said owners, their heirs, executors or assigns.
6. 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.
7. 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.

N. B. Enterprises, Inc.

RESTRICTIONS HERITAGE OAKS
Page 2

8. 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.

9. No privy or receptical of 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.

10. 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.

11. No sign of 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.

12. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back line as shown on the recorded plat. In any event, no building shall be located on any lot nearer than 30 feet to the front lot line. No building shall be located nearer than 8 feet to the interior lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of the building on a lot to encroach upon another lot.

13. Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved as set out in the recorded plat. The granting of this easement or right of access shall not prevent the use of the area by the owner for the permitted purpose except for building. A right of pedestrain access by way of a driveway or open lawn area shall also be granted on each lot, from the front lot line to the rear lot line, to any utility company having an installation in the easements.

14. No oil drilling, oil development, operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor

RESTRICTIONS HERITAGE OAKS
Page 3

shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

15. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 5 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 the 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 obstructions of such sight lines.

16. The restrictions shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease. In the event of any conflict, the most restrictive provision of such laws, rules, regulations, deeds, leases or the restrictions shall be taken to govern and control.

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 proceeds 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 [Signature], President, who is duly authorized, and has caused the same to be attested by it's Secretary on this the 21st day of September, 1987.

ATTEST:

HARBAR HOMES, INC.

[Signature: Diana McLaughlin]

[Signature: B. J. Harris]

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that B. J. Harris whose name as President of Harbar Homes, Inc. a Corporation, is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the document, 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, 1987.

[Signature: Patricia J. Williams]
Notary Public

My Commission Expires January 24, 1990

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

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

1987 SEP 25 AM 8:19

[Signature: Thomas A. Snowden]
JUDGE OF PROBATE

BOOK 152 PAGE 660