

STATE OF ALABAMA  
SHELBY COUNTY

303

RESTRICTIVE COVENANTS FOR PARADISE ESTATES,  
SECTOR ONE MAP BOOK 13, PAGE 81  
IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, Steven E. Chambers (hereinafter referred to as "Owner"), is the owner of the above described subdivision, and whereas, he desires to subject said property to the conditions, limitations, and restrictions hereinafter set forth, NOW THEREFORE, the undersigned does hereby expressly adopt the following protective covenants, conditions and limitations for said subdivision, and the same shall be and are hereby subject to the following conditions, limitations, and restrictions.

1. The premises shall be conveyed and shall be used exclusively for residential purposes, and no more than one single family dwelling house may be erected on each residential lot, not more than one other building for garage or storage purposes in connection herewith.
2. Buildings shall be neat in appearance and no building or structure shall be moved, constructed or erected on the premises, that may be considered detrimental to the development. Condemned homes bought at another locations shall not be moved onto the premises.
3. No outside toilets shall be allowed and sanitary arrangements must comply with State and Local laws and regulations.
4. No residence of less than 1,200 square feet of heated living area shall be erected or constructed on each lot.
5. Owner, its successors and assigns, shall have the right to install and service electric lines, telephone lines, gas and water mains, along his property lines, if necessary, to serve the adjoining properties.
6. Owner, and its successors and assigns shall have the right to locate and install drains along easements where necessary as shown on the recorded plat.
7. No animal or fowl shall be kept or maintained on said property, but nothing herein shall be construed to prevent

BOOK 245 PAGE 696

*Printed Name*

or prohibit the owner from keeping as a domestic pet, a cat, dog, or birds with a limit of three pets.

8. House trailers shall be prohibited on any lots, and temporary structures of any type will be prohibited.
9. No lot may be subdivided or reduced in size by voluntary alienation, judicial sale or other proceedings.
10. No lot shall be sold or used for the purposes of extending any public or private road, street or alley, or for the purpose of opening any road, street or alley.
11. These restrictions shall be considered as covenants, running with the land and shall bind the purchaser and his heirs, executors, administrators, and all future assigns of said premises or any part or parts thereof.
12. No firearms shall be discharged in the residential area of Paradise Estates.
13. The exterior finish and general clean-up of construction must be completed within one year after starting construction of cottage. Any unfinished or temporary type material is prohibited for use on the exterior of any residence built in Paradise Estates.
14. No dwelling shall be erected on any lots of said property nearer to the front lot line or nearer to the said street line than the building setback lines shown on the recorded plat.
15. No cement blocks used in buildings or retaining walls to be exposed.
16. The Owner, or its transferors or assigns reserves the right to make any road or other improvements abutting on said property, to change the present road or other street grades, if necessary.
17. The undersigned reserve for themselves, their successors and assigns the right to use, dedicate and/or convey to the State of Alabama, and/or to the appropriate utility company or companies, rights-of-way or easements on, over, across or under the ground to erect, maintain and use utilities, electric and telephone poles, wires, cables, conduits, storm sewers, sanitary sewers, conveniences or utilities on, in and over strips of land ten (10) feet in width along the front property line of each lot and five (5) feet in width along each side line of each lot.

18. No chain link fences to be constructed or installed in front of the rear corners of any dwelling.
19. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may or may become an annoyance or nuisance to the neighborhood.
20. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor 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.
21. 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. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
22. No individual water-supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of both State and Local public health authorities. Approval of such systems as installed shall be obtained from such authority.

BOOK 245 PAGE 698  
IN WITNESS WHEREOF, the undersigned owner, has hereunto set his hands and seals, this 23<sup>rd</sup> day of JUNE, 1989.

I CERTIFY THAT  
THIS INSTRUMENT WAS FILED

89 JUL 10 PM 7:02  
WITNESS  
JUDGE OF PROBATE  
RECORDING FEES  
Recording Fee \$ 7.50  
Index Fee 3.00  
TOTAL 10.50  
STATE OF ALABAMA  
SHELBY COUNTY

Steven E. Chambers  
STEVEN E. CHAMBERS

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Steven E. Chambers, whose name is signed as OWNER to the foregoing certificate, and who is known to me, acknowledged before me on this date, that after having been duly informed of the contents of said certificate, he executed the same voluntarily on the date the same bears date. Given under my hand and official seal, this 23<sup>rd</sup> day of June, 1989.

Raymond J. Murphy  
NOTARY PUBLIC