

RESTRICTIONS FOR HIGH CHAPARRAL

SECOND SECTOR

As recorded in Map Book 14, Page 65,
in the Probate Office of Shelby County, Alabama.

RECITES:

THAT WHEREAS, the undersigned, Cloud & Estes, Inc. is the owner of all Estates in the Survey of High Chaparral, Second Sector, a map of which is recorded in Map Book 14, Page 65, in the Probate Office of Shelby County, Alabama.

WHEREAS, the undersigned, Cloud & Estes, Inc. is desirous of establishing certain restrictions and limitations applicable to all Estates owned by it in the said survey of High Chaparral, Second Sector.

NOW THEREFORE, the undersigned, Cloud & Estes, Inc., does hereby adopt the following restrictions and limitations which shall be applicable to all Estates in the said survey of High Chaparral, Second Sector, 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, except for the Equestrian area described in Paragraph Ten (10) of these restrictions.

2. No dwelling shall be erected on any Estate in said High Chaparral, Second Sector, of less than 2200 square feet on one level exclusive of garages or porches, and not less than 1600 square feet on the first floor of a $1\frac{1}{2}$ story dwelling with the remaining square feet in the $\frac{1}{2}$ story exclusive of garages or porches, or not less than 1300 square feet on each level of a two story dwelling with a 400 square foot wing attached to the ground level.

3. That no temporary dwellings, stables, garages, or other buildings shall be built and used for residential purposes prior to the completion of a dwelling house on said estates in accordance with these restrictions.

4. No dwelling shall be erected on said property, the front line of which (meaning the front line of porches or any projection, not counting steps), shall be nearer the road on which said Estate faces than as shown on the recorded map of High Chaparral, Second Sector. No dwelling shall be erected on said property, the side of which (meaning the side line of porches or any projection, not counting steps), shall be nearer each side line of said property than 50 feet. No detached outbuildings or garages shall be erected nearer the side Estate lines than 50 feet. The undersigned owner or Emmett Cloud Realty Company, it's successors or assigns, reserve the right to modify the building line restrictions on any Estate in the said survey of High Chaparral, Second Sector.

5. No more than one (1) outbuilding will be allowed per estate and shall be for the personal use of the property owner. No mobile homes will be permitted.

6. Satellite dishes will be permitted but must not be visible from the public road.

7. No fences or walls shall be erected in front of the front line of the residence constructed on the estate that are not of a decorative nature and are to be approved by the undersigned owner or Emmett Cloud Realty Company, it's successors or assigns.

8. No outbuildings, buildings or residences shall be erected or begun on said property without plans, specifications, architectural designs, grades, and location therefore having been first submitted to and approved by the undersigned owner or Emmett Cloud Realty Company, it's successors or assigns. All septic tanks must be of an improved type, such tanks together with adequate field lines must be approved and completely acceptable to the Shelby County Health Department. No septic tank or field lines shall be constructed within 10 feet of an adjoining property line. No sewer or drainage line shall be constructed or laid which shall empty on or become a nuisance to the adjoining property. No Estate may be sub-divided or reduced in size by voluntary alienation, judicial sale or other proceedings.

Emmett Cloud

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RESTRICTIONS FOR HIGH CHAPARRAL
SECOND SECTOR

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9. Owners may have one (1) horse per acre. No sheep, cows, goats, pigs, or fowls will be allowed. No dog kennels will be allowed. All pets must be confined to the owners property.

10. A ten (10) acre site located in High Chaparral, Second Sector, and adjoining the sub-division's perimeter bridle path easement, will be reserved for Equestrian use, Swim & Tennis Club and Soccer Field.

There will be a 30-foot easement around the perimeter of the completed sub-division for Horsemen and Joggers but forbidden to motorized vehicles. Maintenance of the 30-foot perimeter easement will be the responsibility of each individual Estate owner whose rear Estate line contains the easement. There will be appropriate access easements for safe passage across public roads.

11. The undersigned owner, or Emmett Cloud Realty Company, its successors and assigns, reserves the right to modify, release, amend, void, or transfer all the rights, reservations and restrictions herein set forth, or the right to modify, release, amend, or void any one or more of the said herein set forth restrictions for High Chaparral, Second Sector.

12. It shall be the responsibility of each estate owner to prevent the development of any unclean, unsightly, unkept conditions of build-up of grounds on such estate which tend to decrease the beauty and value of the specific area and of the neighborhood as a whole.

13. There shall be no placement of permanent obstructions in the right of way, i.e. Brick mail boxes, etc.

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 August 20, 1990, at which time said restrictions and limitations shall be automatically extended for successive periods of 10 years unless by a voice of a majority of the then owners of the Estates, it is agreed to change said restrictions and limitations in whole or in part. If the parties hereto, or any one of them, or their heirs or assigns shall violate or attempt to violate any one of the covenants herein set forth, it shall be lawful for any other person, or persons, owning real property situated in said sub-division of High Chaparral, Second Sector, to prosecute any proceeding 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 so or to recover damages, or other dues, from such violation.

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 effect.

IN WITNESS WHEREOF, the undersigned, CLOUD & ESTES, INC., has hereunto set its hand and seal, this the 20th day of August, 1990.

CLOUD & ESTES, INC.

Emmett W. Cloud
by: Emmett W. Cloud,
Its Vice-President

1. 5.00
2. 3.00
3. 1.00
4. 9.00
5. 9.00
6. Continued
Total 9.00

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

90 AUG 20 PM 3:28

STATE OF ALABAMA
SHELBY COUNTY

JUDGE OF PROBATE

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Emmett W. Cloud, whose name as Vice-President of CLOUD & ESTES, INC., a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of this instrument, 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 20th day of August, 1990.

Notary Public
Notary Public

BOOK 306 PAGE 137