

2nd Draft
2-21-92

STATE OF ALABAMA)
COUNTY OF SHELBY)

DECLARATION OF RESTRICTIVE COVENANTS FOR
BROOKSHIRE FIRST SECTOR

KNOW ALL MEN BY THESE PRESENTS: That:

WHEREAS, PELHAM HWY 35, AN ALABAMA GENERAL PARTNERSHIP, (herein "the Developer") has heretofore acquired fee simple title of certain real property situated in Shelby County, Alabama and has subdivided such property into ten (10) lots (herein "Lots") as described in map and survey of Brookshire First Sector, as recorded in Map Book 16, Page 33, in the Probate Office of Shelby County, Alabama (the "Property"). Also note that appearing on said map and survey of Brookshire First Sector in the southeast corner on said map appears a parcel of land entitled "Future Development" which parcel may be subjected to these covenants by a notation of such on any deed conveying such parcel; and

WHEREAS, the Developer desires to develop the Property into a residential estate subdivision to be known as Brookshire First Sector, subject to the restrictions and covenants set forth in this Declaration of Restrictive Covenants for Brookshire First Sector (herein "the Declaration").

NOW, THEREFORE, the Developer does, upon recording hereof, declare and make the Property and each of the Lots included in the subdivision of the Property subject to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Declaration, all of which are declared to be in furtherance of a plan for the improvement of the Property in a desirable and uniform manner, and all of which shall run with the

150 Old Toxme Rd.
B'ham, AL 35216

land and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and shall be for the benefit of each such owner of property or interest therein, and shall inure to the benefit of and be binding of and be binding upon each successor in interest to the owners thereof.

ARTICLE I

Land Use

1. The Property will be used for residential purposes only and not for any business or trade. No building or structure other than a one family dwelling house shall be erected within the Property except as otherwise permitted herein.

ARTICLE II

Building Requirements

1. **MINIMUM STRUCTURE SIZE PRIMARY DWELLING.** No Lot shall contain more than one primary dwelling (the "Dwelling") and no primary Dwelling shall be erected on any Lot which Dwelling contains less than 2100 square feet of living space, for a single story Dwelling, and not less than 2200 square feet of living space for a one and one-half or two story Dwelling. Living space is defined as heated/finished area and does not include porches, garages, basements, carports or attics.

2. **EXTERIOR DESIGN CRITERIA.** The exterior design of the structures within the Property shall be in accordance with the following, subject to final approval by the Architectural Control Committee (the "Committee") as hereinafter set out: (a) The exterior materials which are acceptable to the Committee shall

include brick, stone, painted wood or masonite siding. All horizontal lapped siding shall have a maximum of eight (8) inches per board exposed to weather. Any exception must be approved in writing by the Committee. (b) Exterior painting will be in soft tones not to include high gloss finishes or pure red. (c) Roofs on all structures must have a minimum of 7/12 pitch. No gambrel or mansard roofs will be permitted. Shingles must be of a natural color. No white roofing materials of any kind will be permitted. (d) All stack pipes, exhaust fans and other roof projections shall be located on the rear or side of building roofs, and painted to match the approved roof color.

3. DRIVEWAYS. All driveways servicing any Lot shall be asphalt or concrete.

4. BUILDING LOCATION. The location of any structure, alteration, or addition in relation to the front and side boundaries of any Lot within the Property will be determined according to the record plat of the subdivision. Said plat map requires a front setback line of fifty (50) feet. Not shown on said plat map but additionally required is a rear setback line of fifty (50) feet and side setback lines of thirty (30) feet.

5. FENCING. No fences or walls shall be constructed unless first approved by the Committee. The approval of the Committee shall be governed by the following: (a) No fences or walls may be built in front of the rear line of the main residential Dwelling, except any fence or wall which appears to the Committee to be an integral part of the architecture. (b) No chain link, wire, or

metal fence of any kind may be constructed in front of any Dwelling. Some wooden fences may be approved for the front of the Dwelling.

6. TEMPORARY STRUCTURES AND OUTBUILDINGS. No mobile homes, temporary dwellings or other buildings shall be built and used for residential purposes prior to the completion of the primary Dwelling. After completion of primary Dwelling on any Lot, guest houses or other outbuildings shall, subject to the approval of the Architectural Control Committee, be allowed.

7. DESIGN CRITERIA. The objective of the Architectural Control Committee hereinafter established is to provide for the quality development of all of the Lots within the subdivision.

8. SEPTIC TANKS. 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 line shall be constructed within 20 feet of an adjoining property line. No sewer or drainage lines shall be constructed or laid which shall empty on or become a nuisance to an adjoining Lot or property line.

9. UTILITIES, WIRING AND ANTENNAS. (a) No external or outside antennas, including satellite dishes of any kind shall be maintained unless approved by the Architectural Control Committee. It is the purpose of the Committee to conceal these type structures from view from adjacent Lot owners and street traffic. (b) To the extent of the interest of the owner of each Lot, such owners agree to connect utility service lines (including, but not limited to

gas, water, sewer, cable television and electricity) at points designated by the Developer.

10. MAILBOXES. All mailboxes and posts must be constructed and located according to the specifications of the Architectural Control Committee.

11. WALLS. No crosstie walls are allowed in front of the building line.

ARTICLE III

Architectural Control Committee

1. APPROVAL OF ARCHITECTURAL CONTROL COMMITTEE. No structure, building, or fence shall be commenced, erected, placed, moved onto or permitted to remain on any Lot within the Property, nor shall any existing structure upon any Lot within the Property be altered in any way which materially changes the exterior appearance thereof until same is submitted to and approved by the Architectural Control Committee (herein "the Committee"). The Committee will be provided with such plans and specifications which will be in a form and shall contain such information, as may be required by the Architectural Control Committee and shall include, but not necessarily be limited to:

A. a site plan of the Lot showing the location, height, and exterior design (including a summary of all proposed materials together with samples of exterior materials and paint colors) of all buildings and improvements proposed to be constructed on the Lot; and

B. a grading, and drainage plan for the Lot.

2. COMPOSITION OF THE COMMITTEE. The Architectural Control Committee ("the Committee"), until termination or modified pursuant to Article III, Paragraph 10 as hereinafter set out shall be composed of three individuals designated from time to time by the Developer. The affirmative vote of a majority of the members of the Committee shall be required in order to issue any permit and authorizations set forth herein.

3. EVIDENCE OF APPROVAL. The approval of the Committee shall be evidenced by written permit executed by one or more of the members of the Committee and counter-signed by the applicant therefor. The written permit shall be executed in duplicate with one copy to be retained by the applicant.

4. BASIS FOR DISAPPROVAL OF PLANS.

A. The scope of review by the Committee shall be limited to appearance only. The purpose of the Committee is to promote quality development on the Lots and not necessarily to impose requirements concerning the type of structure or the design of such structures on such Lots. THE COMMITTEE DOES NOT ASSUME OR ACCEPT BY THE FILING HEREOF ANY RESPONSIBILITY OR AUTHORITY TO REVIEW FOR STRUCTURAL SOUNDNESS, COMPLIANCE WITH BUILDING OR ZONING CODES OR STANDARDS, OR ANY OTHER FACTORS.

B. The Committee shall have the right to disapprove any plans and specifications submitted for approval for any of the following reasons:

- (1) failure of such plans and specifications to comply with the covenants and restrictions herein set forth;

- (2) failure to include information in such plans and specifications as may have been reasonably requested by the Committee;
- (3) reasonable objection to the exterior design, appearance or materials proposed to be used in any proposed structure;
- (4) incompatibility of use of any proposed structure or improvement with existing structures or uses upon other Lots in the Property;
- (5) objection to the site plan, clearing plan, drainage plan for any parcel;
- (6) failure of plans to take into consideration the particular topography, vegetative characteristics, and natural environs of the Lot;
- (7) any other matter which, in the judgment of the Committee, would render the proposed structure, improvement, or uses inharmonious with the general plan of improvement of the Property or with structures, improvements, or uses located upon Lots in the Property.

C. In any case where the Committee shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such actions were based. If no response is made by the Committee within a thirty (30) day period after submission of such plans and specifications, it shall be deemed that such plans and specifications are approved. In any such case the Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

5. RETENTION OF COPY OF PLANS. Upon approval by the Committee of any plans and specifications submitted hereunder, a copy of such

plans and specifications, as approved, shall be deposited for permanent record with the Committee, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same.

6. FAILURE TO OBTAIN APPROVAL. If any structure or improvement shall be altered, erected, placed or maintained upon any Lot, or any new structure or improvement commenced on any Lot, other than in accordance with plans and specifications approved by the Committee pursuant to the provisions of this Article III, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this covenant, and without the approval required herein, and, upon written notice from the Committee, any such structure or improvement as altered, erected, placed or maintained shall be corrected as to extinguish such violation.

If fifteen (15) days after the notice of such violation the owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or correction of the same, the Developer shall have the right, through its agents and employees, to enter upon such Lot and to take such steps as may be necessary to extinguish the violation and the cost thereof shall be a binding, personal obligation of such owner as well as a lien (enforceable in the same manner as a mortgage) upon the Lot in question. The lien provided in this covenant shall not be valid as against a bona fide purchaser (or bona fide mortgagee) of the Lot in question unless a suit to enforce said lien shall have been

filed in a court of record in Shelby County prior to the recordation among the Land Records of Shelby County of the deed (or mortgage) conveying the Lot in question to such purchaser (or subjecting the same to such mortgage).

7. CERTIFICATE OF COMPLIANCE. Upon completion of the construction or alteration of any structure or improvement in accordance with the plans and specifications approved by the Committee, the Committee shall, upon written request of the owner thereof, issue a certificate of compliance in form suitable for recordation, identifying such structure or improvement and the Lot on which such structure or improvement is placed, and stating that the plans and specifications, the location of such structure or improvement and the use or uses to be conducted thereon have been approved and that such structure or improvement complies with the requirements of the Committee. Preparation and recording of such certificate shall be at the expense of such owner. Any certificate of compliance issued in accordance with the provisions of this Article III, Paragraph 7, shall be prima facie evidence of the facts therein stated, and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such certificate shall be conclusive evidence that all structures or improvements on the Lot, and the use or uses described therein comply with all the requirements of this Article III, and with all other requirements of this Declaration as to which the Committee exercises any discretionary or interpretive powers.

8. INSPECTION RIGHTS. Any agent of Developer or the Committee

may at any reasonable time or times enter upon and inspect any Lot or any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction, or alteration of structures and improvements thereon are in compliance with the provisions hereof; and neither Developer nor the Committee nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

9. WAIVER OF LIABILITY. Neither the Committee nor any architect nor agent thereof, nor Developer, nor any partner, agent, or employee of any of the foregoing, shall be responsible in any way for (i) any failure of structures or improvements to comply with requirements of this Declaration, although a certificate of compliance has been issued; (ii) any defects in any plans and specifications submitted, revised, or approved in accordance with the foregoing provisions; or (iii) any structural or other defects in any work done according to such plans and specifications and all persons submitting any such plans and specifications, and all persons relying thereon, agree not to sue or claim against the entities and persons referred to in this Section 9 for any cause arising out of the matters referred to in this Section 9 and further agree to and do hereby release said entities and persons for any and every such cause.

10. DURATION.

A. The rights of the Developer as to the Architectural Control Committee shall terminate upon the earlier of:

(i) the date that a primary dwelling has been constructed and

completed on the last Lot in the subdivision, that is to say, all Lots within the subdivision shall at that time have primary dwellings constructed upon them; or

(ii) the resignation or inability of the Developer to perform on the Committee.

B. After the Developer's involvement with the Committee has ended, the Committee shall be comprised of at least three (3) people who are Lot owners and are elected by a majority of the owners of the Lots within the Property.

C. Inactivity of the Committee shall not be deemed a waiver of the rights of the Committee.

ARTICLE IV

Use of Property

A. TREES: No trees over ten (10) inches in diameter and not located in the building site and driveway shall be moved from any Lot within the Property without the express written authorization of the Committee. In carrying out the provision of this section, the Developer and the Committee and the respective agents of each may come upon any part of the Property during reasonable hours for the purpose of inspecting trees or in relation to the enforcement and administration of the provisions hereof. Neither the Committee nor the Developer nor their respective agents shall be deemed to have committed a trespass or wrongful act by reason of any such entry or inspection.

B. SIGNS. No sign of any kind shall be displayed to the public view except signs of not more than five (5) square feet to

advertise a home for sale or builder's signs during construction and prior to the sale of the home by the builder.

C. ANIMALS. No animals, birds, livestock or insects shall be kept or maintained on any of the Property except that each owner of a Lot may maintain dogs and cats as domestic pets, provided that such domestic pets are confined to the Lot of the owner of such pets.

D. GARBAGE AND REFUSE: No lumber, metals or bulk materials shall be kept, stored, or allowed to accumulate on any Lot within the Property, except building materials during the course of construction of any approved structure or improvement. No refuse or trash shall be kept, stored or allowed to accumulate except between scheduled pick-ups and in accordance with the provisions hereof. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, such trash or refuse may be placed in sanitary containers. Such sanitary containers may be placed in the open, on any day that a pick-up is to be made, at such place on the Lot as to provide access to the persons making such pick-up. All other times such containers shall be stored in such a manner so that they cannot be seen from adjacent surrounding Property.

E. OUTSIDE BURNING. Burning of trash, refuse or other materials on any Lot within the Property shall be prohibited.

F. PIPES. No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained above the surface of the ground of any Lot within the Property, except for hoses and movable

irrigation pipes.

G. OIL AND MINING. No Lot within the Property shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

H. NUISANCE. No obnoxious, offensive or illegal activity shall be carried on upon any Lot within the Property nor shall anything be done on any lot within the Property which may become an annoyance or nuisance to other Lots within the Property.

I. AIR CONDITIONER UNITS. No window or thru-the-wall A/C units will be permitted.

J. CLOTHES LINES. No clothes lines of any kind will be permitted.

ARTICLE V

Lake

A. PRIVATE USE. The lake as shown on attached Exhibit "A" ("the Lake") shall only be used by and benefit Lots 7, 8, 9 and 10 ("the Lake Lots"). No owner of a Lake Lot shall allow guests or invitees the use of the Lake unless such Lake Lot owner is present at the time of such use.

B. OWNERSHIP. It is expressly understood and by accepting a deed or mortgage to a Lake Lot, each such Lake Lot owner or mortgagee recognizes that the ownership of the Lake bed shall be as depicted on Exhibit "A," however, the owners of the Lake Lots shall have the unrestricted use of the entire Lake for boating, fishing and swimming.

C. RESTRICTIONS.

(i) No boat houses shall be constructed on any Lake Lot. Piers may be constructed on a Lake Lot with the approval of the Architectural Control Committee.

(ii) Only electric boat motors shall be used on the Lake. No internal combustion boat motors shall be used.

(iii) No owner of a Lake Lot shall make such use of the water in the Lake so as to cause the pool of the Lake to diminish below its natural state.

D. MAINTENANCE.

(i) The Developer shall maintain the Lake and shall stock the Lake with bass and bream and fertilize the Lake all in accordance with the recommendations of the State of Alabama Department of Fish and Game for a period of one (1) year from the recording of this Declaration ("the Developer Maintenance Period").

(ii) After the Developer Maintenance Period, maintenance and care of the Lake shall be conducted through the owners of the Lake Lots and shall be determined by the affirmative vote of 3/4 of the owners of the Lake Lots unless such repairs and maintenance are required by any governmental authority having jurisdiction, in which case such repairs or maintenance required by such authority shall be binding on all of the Lake Lot owners. Any Lake Lot owner may originate a written petition for Lake repairs or maintenance. Such petition shall be sufficient if given to the owners of the Lake Lots at the addresses listed with the tax assessor of Shelby County, Alabama. Failure by any Lake Lot owner to respond to any such notice within thirty (30) days of the date of such notice

shall be conclusively deemed to bind the non-responding Lake Lot owner to the proposed repairs or maintenance and shall be deemed an affirmative vote for such proposed repairs or maintenance. Article VI, Paragraph 10, shall apply to Lake maintenance and repairs, notwithstanding the earlier termination of these covenants.

E. The aspects of this Declaration relating to the Lake as set forth in this Article V are not subject to termination as set forth in Article VI, Paragraph 9.

ARTICLE VI

Miscellaneous

1. No obnoxious 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 Property.

2. GRANTEE'S ACCEPTANCE. The grantee of any Lot subject to the coverage of this Declaration, by acceptance of the deed or other instrument conveying an interest in or title to, or the execution of a contract for the purchase thereof, whether from Developer or a subsequent owner of such Lot, shall accept such deed or other contract upon and subject to each and all of these restrictions herein contained and other easements, restrictions and reservations of record.

3. INDEMNITY FOR DAMAGES. Each and every Lot owner and future Lot owner, in accepting a deed or contract for any Lot subject to this Declaration, agrees to indemnify Developer for any reasonable direct damage (but not consequential damages) caused by such owner,

or the contractor, agent, or employees of such owner, to roads, streets, gutters, walkways or other aspects of public ways, including all surfacing thereon, or to water, drainage or storm sewer lines or sanitary sewer lines owned by Developer, or for which Developer has responsibility, at the time of the damage.

4. SEVERABILITY. Every one of the provisions and restrictions is hereby declared to be independent of, and severable from the rest of the provisions and restrictions and of and from every other one of the provisions and restrictions and of and from every combination of the provisions and restrictions.

5. OWNER. As used herein, "Owner" shall mean the record fee title owner of a Lot within the Subdivision, whether such ownership is by one or more person and/or entity.

6. EFFECTS OF VIOLATION ON MORTGAGE LIEN. No violation of any of this Declaration shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the Property; provided, however, that any mortgagee in actual possession, or any purchaser at any foreclosure sale shall be bound by and subject to this Declaration as fully as another other Owner of any portion of the Property.

7. NO REVERTER. No restriction herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

8. RIGHTS OF DEVELOPER TO MODIFY RESTRICTIONS WITH RESPECT TO UNSOLD LOTS. With respect to any unsold Lot, Developer may include in any contract or deed hereinafter made or entered into such

modifications and/or additions to this Declaration as Developer in its sole discretion desires.

9. DURATION AND AMENDMENT. The restrictions contained in this Declaration shall run with and bind the Property, shall inure to the benefit of and shall be enforceable by Developer, the Architectural Control Committee, and the owner of any Lot included in the Property, their respective legal representatives, heirs, successors and assigns until the 31st day of December, 2000, after which time said restrictions shall be automatically extended for successive periods for 10 years. The termination aspects set forth herein do not apply to the Lake or the maintenance thereof. This Declaration may not be amended in any respect except by the execution of an instrument shall be filed for 2/3 of the Lot owners, which instrument shall be filed for recording among the Land Records of Shelby County, Alabama, or in such other place of recording as may be appropriate at the time of the execution of such instrument. After December 31, 2000, this Declaration may be amended and/or terminated in its entirety (with the exception of the provisions regarding the Lake ~~and its~~) by an instrument signed by not less than a majority of the Lot owners, which instrument shall be filed for recording among the Land Records of Shelby County, Alabama, or in such other place of recording as may be appropriate at the time of the execution of such instrument.

10. ENFORCEMENT. In the event of a violation or breach of any of these restrictions or any amendments thereto by any owner of a Lot, or employee, agent, or lessee of such owner, the owner(s) of

Lot(s), Developer, their successors and assigns, or any party to whose benefit these restrictions inure shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof, to prevent the violation or breach of said restrictions, to sue for and recover damages for any amounts required to be paid hereunder, or take all such courses of action at the same time, or such other legal remedy it may deem appropriate. No delay or failure on the part of an aggrieved party to initiate an available remedy set forth herein shall be held to be a waiver of that party or of any other party to assert any right available to him upon the recurrence or continuation of said violation or the occurrence of different violations.

Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof, but any person or entity entitled to enforce any provision hereof shall be entitled specifically to relief by way of injunction as well as any other available relief either at law or in equity.

Any party to proceeding who succeeds in enforcing a restriction or enjoining the violation of a restriction against a Lot owner may be awarded a reasonable attorney's fee against such Lot owner.

The Association shall have the right to place a recorded lien on any Lot for the purpose of securing the payment of any amounts owing by a Lot owner under this Declaration and the Association may enforce such lien in the same manner as foreclosure of a mortgage.

11. NO WAIVER. The failure of any party entitled to enforce any of these restrictions herein contained shall in no event be

considered a waiver of the right to do so thereafter, as to the same violation or breach or as to such violation or breach occurring prior or subsequent thereto; provided, however, that approval of plans pursuant to Article III shall be binding on any and all parties as a conclusive determination that such plans are in conformity with these restrictions. Notwithstanding this Article VI, Paragraph 11, it is expressly understood that if a patent violation of these covenants occurs that is known to any person entitled to enforce these covenants and no such party raises a timely objection, that any such violation shall be deemed waived as to such violation.

12. All Lot owners shall maintain their Lot and the improvements thereon in a neat and orderly fashion.

13. Attached hereto as Exhibit "A" is a map of Brookshire First Sector which depicts the Lots and the Lake.

14. Pelham Hwy. 35 is an Alabama general partnership whose only partners are Randall H. Goggans and J. C. Hearn Co., Inc. an Hawaii corporation. By its execution of this instrument, J. C. Hearn Co., Inc. expressly submits the mortgages it currently holds on the Property to these Restrictions.

IN WITNESS WHEREOF, the undersigned, as the owner of the Property, has caused this Declaration to be executed as of the 28 day of FEBRUARY, 1992.

PELHAM HWY 35, AN ALABAMA
GENERAL PARTNERSHIP

By: *Randall H. Goggans*
Randall H. Goggans
Its: Partner

By: J. C. Hearn Co., Inc.

By: *John C. Hearn*
John C. Hearn
Its: President

MORTGAGEE:

J. C. HEARN CO., INC.

By: *John C. Hearn*
John C. Hearn
Its: President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that RANDALL H. GOGGANS, whose name as Partner of PELHAM HWY 35, AN ALABAMA GENERAL PARTNERSHIP, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this 5 day of MARCH,
1992.

[Signature]
Notary Public
My Commission Expires: 3-1-94

STATE OF HAWAII
COUNTY OF Honolulu)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that JOHN C. HEARN, whose name as President of J. C. HEARN CO., INC., Partner in PELHAM HWY 35, AN ALABAMA GENERAL PARTNERSHIP and Mortgagee of the property concerned by this Declaration 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this 20th day of February,
1992.

Alicia T. BARRER
Notary Public
My Commission Expires: 6-27-93

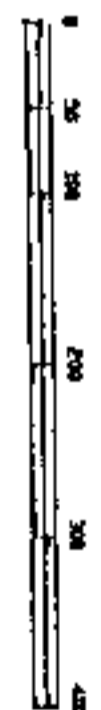
BROOKSHIRE

FIRST SECTOR

A PRIVATE SINGLE FAMILY RESIDENTIAL CREATE LIT, SUBDIVISION
 SITUATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH RANGE 2 WEST
 CITY OF PELHAM SHELBY COUNTY ALABAMA

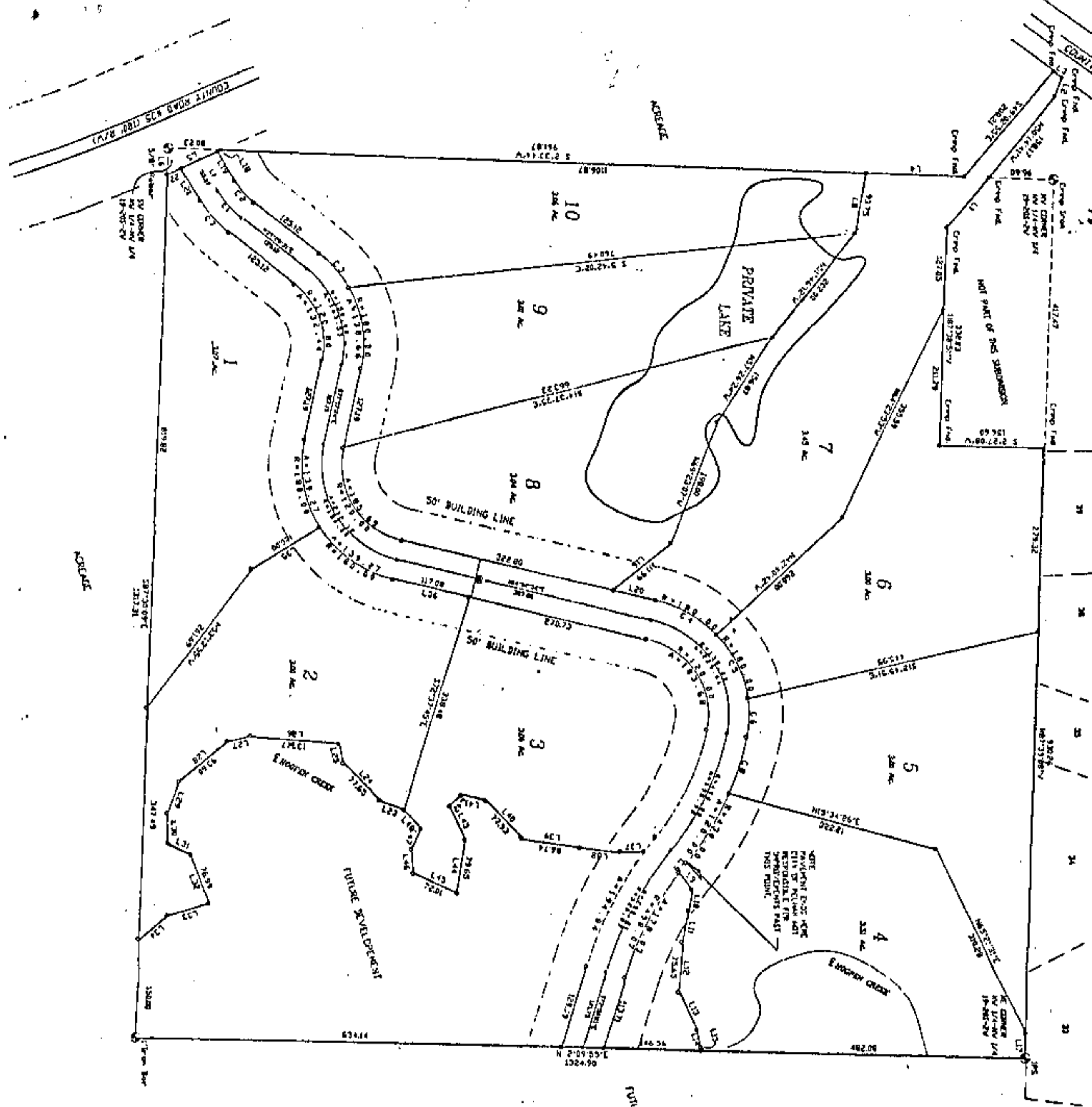
PREPARED BY R.L. FARMER & ASSOC., INC.
 PO BOX 1644
 NABASTEE ALABAMA 35097

DEVELOPED BY APPRECIATE REALTY
 GARY GORDON PERMITS
 156 25 15TH AVENUE
 BIRMINGHAM, ALABAMA 35206



No.	Direction	Length	No.	Direction	Length
1	S 89° 52' 30" W	78.63	23	S 76° 30' 31" W	31.77
2	S 76° 30' 31" W	30.46	24	S 76° 30' 31" W	31.77
3	S 76° 30' 31" W	13.50	25	S 76° 30' 31" W	31.77
4	S 76° 30' 31" W	149.00	26	S 76° 30' 31" W	31.77
5	S 76° 30' 31" W	68.28	27	S 76° 30' 31" W	31.77
6	S 76° 30' 31" W	32.22	28	S 76° 30' 31" W	31.77
7	S 76° 30' 31" W	32.22	29	S 76° 30' 31" W	31.77
8	S 76° 30' 31" W	32.22	30	S 76° 30' 31" W	31.77
9	S 76° 30' 31" W	32.22	31	S 76° 30' 31" W	31.77
10	S 76° 30' 31" W	32.22	32	S 76° 30' 31" W	31.77
11	S 76° 30' 31" W	32.22	33	S 76° 30' 31" W	31.77
12	S 76° 30' 31" W	32.22	34	S 76° 30' 31" W	31.77
13	S 76° 30' 31" W	32.22	35	S 76° 30' 31" W	31.77
14	S 76° 30' 31" W	32.22	36	S 76° 30' 31" W	31.77
15	S 76° 30' 31" W	32.22	37	S 76° 30' 31" W	31.77
16	S 76° 30' 31" W	32.22	38	S 76° 30' 31" W	31.77
17	S 76° 30' 31" W	32.22	39	S 76° 30' 31" W	31.77
18	S 76° 30' 31" W	32.22	40	S 76° 30' 31" W	31.77
19	S 76° 30' 31" W	32.22	41	S 76° 30' 31" W	31.77
20	S 76° 30' 31" W	32.22	42	S 76° 30' 31" W	31.77
21	S 76° 30' 31" W	32.22	43	S 76° 30' 31" W	31.77
22	S 76° 30' 31" W	32.22	44	S 76° 30' 31" W	31.77
23	S 76° 30' 31" W	32.22	45	S 76° 30' 31" W	31.77
24	S 76° 30' 31" W	32.22	46	S 76° 30' 31" W	31.77
			47	S 76° 30' 31" W	31.77
			48	S 76° 30' 31" W	31.77
			49	S 76° 30' 31" W	31.77
			50	S 76° 30' 31" W	31.77

No.	Area	Perimeter	No.	Area	Perimeter
1	120.00	54.89	11	43.56	47.72
2	120.00	54.89	12	43.56	47.72
3	120.00	54.89	13	43.56	47.72
4	120.00	54.89	14	43.56	47.72
5	120.00	54.89	15	43.56	47.72
6	120.00	54.89	16	43.56	47.72
7	120.00	54.89	17	43.56	47.72
8	120.00	54.89	18	43.56	47.72
9	120.00	54.89	19	43.56	47.72
10	120.00	54.89	20	43.56	47.72



04/17/1992-4827
 09:28 AM CERTIFIED
 SHELBY COUNTY JUDGE OF PROBATE
 022 NCD 59.00

5500
 200
 200
 5900