

RESTRICTIONS FOR

Carter's Addition to South Shades Crest

WHEREAS, the undersigned Forest L. Carter and Leslie H. Carter, are the owners of the property described in Exhibit "A" attached hereto (herein called Carter's Addition); and

WHEREAS, the lots in question are residential lots for the purposes of constructing houses (single family dwellings) in accordance with the zoning rules and regulations of Shelby County, Alabama; and

WHEREAS, the undersigned is desirous of establishing certain restrictions and limitations applicable to lots 1,2,3 and 4 in Carter's Addition, as described above.

NOW THEREFORE, the undersigned owners do hereby adopt the following restrictions and limitations which shall be applicable to lots 1,2,3 and 4 in the said Carter's Addition, which building restrictions and limitations are as follows:

1. That said property shall be used for single-family residence purposes only and not for any purpose of business or trade.
2. That the dwellings and any improvements which are erected on each of the said lots shall conform to the requirements of the zoning rules and regulations of Shelby County, Alabama. No more than one single family dwelling may be constructed on any lot.

Leslie Carter
Rt 3 Box 1019
Bessemer, AL

35023

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3. That no temporary buildings, servant houses, garages, or other buildings shall be built and used for residence purposes prior to the completion of a dwelling house on said lots in accordance with those restrictions.

4. All buildings shall remain behind the set back lines established by the recorded map unless approved by any appropriate Board of Shelby County, Alabama; likewise, no building shall be added to the property without the approval of the Shelby County, Alabama Planning and Zoning Commission after title has passed from the developer and owner. The undersigned owners, their successors or assigns, reserve the right to modify the building line restrictions on any lot in the said subdivision, for a period of twenty-four (24) months from the date of these recorded restrictions.

5. No outbuildings, garages and servant houses on said property shall be erected except for personal use of the property owner. All Dwelling Houses constructed on the said lots must contain a minimum of 1800 square feet of living space per house on the main floor.

6. No fences or walls above the grade of the lot shall be erected, nor growing hedge rows planted and maintained, on said property in front of building.

7. No outbuildings, buildings, or garages shall be erected or begun on said property without plans, architectural designs and locations therefore having been first submitted to and approved by the undersigned owners, their successors and assigns. No lot may be subdivided or reduced in size by voluntary alienation, judicial sale or other proceedings, except at the discretion of and the written approval of the undersigned owners, their successors and assigns.

8. No animals or fowls may be kept on the premises for breeding purposes, sale, or exchange.

9. The undersigned owners, their successors or assigns, reserve the right to modify, release, amend, void, transfer, or delegate all the rights, reservations and restrictions herein set forth, or the right to modify, release, amend, void, or transfer any one or more of the said herein set forth restrictions on lots in the said subdivision.

10. It is understood and agreed that said restrictions, conditions and limitations shall attach to and run with the land for a period of 25 years from 4-26-95, at which time the said restrictions and limitations shall be automatically extended for successive periods of ten years, unless by a vote of the then majority of the owners of the lots, it is agreed in writing 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 of the covenants herein, it shall be lawful for any person or persons, owning real property situated in said development or subdivision to prosecute any proceedings at law or equity against the person, or persons, violating or attempting to violate any such covenant, and either to prevent him, or them, from so doing, or to recover damages or other dues from such violation.

11. Requests for improvements by any owner, alteration or change in any lots and improvements must be submitted to an architectural committee which shall be appointed by the Owner-Developer for the first twenty-four months and thereafter by an architectural committee to be selected by all of the lot owners in the subdivision, naming a representative from each building in the subdivision or upon any other method determined by a majority of the owners in the subdivision.

12. The basis for disapproval of plans by the Architectural Committee shall be as follows:

- a. Failure of plans and specifications to comply with any restrictions.
- b. Objection to the exterior design, style, color scheme, or materials proposed.
- c. Objection to location of structure on Parcel.
- d. Objection to parking areas proposed for Parcel relative to improvements on other Parcels in area, to incompatibility to proposed use and structure on Parcel considered.
- e. Objection to any other matter in which in the judgment of the Committee would render the structure inharmonious with the general plan of improvements for the subdivision.

13. The lot owners in this said subdivision shall permit any meters, utility lines or vents to encroach on their said lot(s) where such are necessary to provide all the necessary utilities to one or more of the residences in the subdivision. The said lot owners shall not interfere with such meters or lines as the same may be required to be installed from time to time for purposes of serving any of the residences with utilities. It shall be further permissible that any readings of these meters, maintenance of these meters and lines by the owner, his agent, or utility company's agents may be done at all normal hours without any further permission. No such action shall be considered a trespass or a violation of the rights of the individual lot owner(s). Any lot owner in an emergency for health, safety, or serious damage to property shall have a temporary easement across the rear of any of the lots in the subdivision for ingress and egress to the rear of subject owner's lot provided that subject owner using said easement shall be responsible for and agree to pay any damage to the adjoining or other lots in the subdivision.

14. Each owner of a lot and dwelling in the subdivision agrees to limit parking by themselves to those spaces located on their lot. Each Purchaser-Owner likewise shall acknowledge at the time of closing that parking which is supplied shall adequately serve such owner's needs and shall not interfere with parking, ingress and egress of any adjoining or nearby lot owners.

15. Drainage flow shall not be obstructed nor diverted from drainage swales, storm sewers and/or utility without prior written approval of the Developer. Developer may cut drainways for surface water whenever and wherever such action is necessary in the opinion of the Developer, to be necessary in order to maintain reasonable appearance and safety and health standards.

16. No lot owner or guest of any lot owner in the subdivision shall park or maintain any vehicle other than passenger automobiles, pick up trucks, vans, and motor cycles, (excluding motor homes, trailers, and boats in excess of 16 feet or commercial vehicles), along the street bordered by the subdivision nor on any part of the lot otherwise.

17. No fences shall be erected on any lot or lots, except appropriate fences approved by Architectural Committee.

18. Acceptance and Conditions and Improvements and Release for Damages. Any owner of a lot or lots within Carter's Addition acknowledges that:
(1) he has completely examined a copy of the Subdivision Plat and purchases subject lot(s) and improvements situated thereon with full knowledge of the information contained thereon including but not limited to size and location of subject lot(s), zoning classification of surrounding property, location and size of all easements and rights-of-way, setback distances

and any and all other facts which are shown or those which might be understood by a review of said Subdivision Plat, and (2) he has inspected subject lot(s) and adjoining land and improvements, and hereby accepts the same in their present condition, including but not limited to drainage, utility installation, clearing, grading, slope conditions and conditions existing due to engineering tests and surveys, and hereby releases the owners, from any and all damages connected therewith.

19. These Restrictions which are made of record shall be amendable by the Owner-Developer, if in the opinion of the Architectural Committee or Developer, that it is necessary to make amendments to better serve the overall benefits of the Subdivision. It is understood that no individual lot owners shall have the right to make such alterations nor interfere with the alterations by the Developer within the twenty-four(24) month period referred to hereinabove.

Invalidation of any one of these provisions or 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, Forest L. Carter and Leslie H. Carter, have hereunto set their hand and seal on this ~~26th~~ day of April, 1995.


Forest L. Carter



Leslie H. Carter

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said county, in said State, hereby certify that Forest L. Carter and Leslie H. Carter, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, executed the same voluntarily on this date.

Given under my hand and seal this 26th day of April, 1995.



Notary Public

MY COMMISSION EXPIRES NOVEMBER 9, 1997

This Instrument Prepared By:

Lamar Ham
3512 Old Montgomery Highway
Birmingham, AL 35209

Exhibit "A"

Lots 1,2,3 and 4, according to the Survey of Carter's Addition to South Shades
Crest as recorded in Map Book 19, Page 148, in the Probate Office of
Shelby County, Alabama.

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