

STATE OF ALABAMA)

SHELBY COUNTY )

**Carter's Addition to Scottsdale**  
**COVENANTS AND RESTRICTIONS**

**KNOW ALL MEN BY THESE PRESENTS, that the undersigned Kencar Development Inc, being the owner of all the following described real estate (Carter's Addition to Scottsdale) situated in Shelby County, Alabama, to-wit: and desiring to restrict the use of said property as hereinafter set out does hereby adopt the following restrictions:**

- 1. The property as hereinabove described in these restrictions shall be used for agricultural or residential purposes and any home or residence is to consist of a minimum of 1,400 square feet of living area for a one (1) level, 1,600 square feet of living area for a story and a half (1 1/2) and a two (2) story excluding basement area and approved by developer.**
- 2. No asbestos siding may be used for exterior construction of any building and no building shall be constructed with concrete block exposed on the exterior.**
- 3. No privies or open toilets can be erected or maintained on said property, but sanitary facilities must be by septic tank and field lines approved by the County Governmental Agency. In the event public sewer connections are obtained, they shall be used in conjunction with said property.**
- 4. No noxious or offensive activity shall not be carried on upon any lot, nor shall anything be done thereon which may become a nuisance or annoyance.**
- 5. No trailer, mobile home or modular home may be used as a residence on the property.**
- 6. There shall not be any outside storage or placement of used and/or damaged materials and items storage, parking, dismantling or disassembling of any disable or inoperable vehicles, or parts thereof, including, but not limited to motors, tires, wheels, axles, transmissions, and other accessories on the property.**
- 7. Lot owners to maintain lots until such time as they build on property. Lot owners agree to keep lots free from garbage and debris.**
- 8. The restrictions and covenants hereinabove enumerated shall attach to and run with the land and shall be perpetual and binding on the parties to this instrument and shall persons claiming under or through them until December 31,2014 at which time the covenants shall be automatically extended for successive period of the (10) years unless be vote of the majority of the then owners of more than one-half of the land hereinabove described amend or revoke said covenants in whole or in part.**
- 9. If the parties hereto or their heirs or assigns, or anyone claiming under or through them, shall violate or attempt to violate any of these covenants herein, it shall be lawful for any other person or persons owning any real property as described on Exhibit "A" referred to above to prosecute any proceedings in law or in equity against the person or persons violating or attempting to violate any such covenants to prevent him or then from so doing or to recover damages for such violation.**

10. In validation of any of these covenants by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.
11. The said Kencar Development, Inc. does hereby restrict the use and sale and the conveyance of the property above described and said property shall not be used, sold and conveyed subject to the foregoing restrictions, reservations and covenants which shall be accepted by each grantee and purchaser thereof as a part of the consideration of such purchase.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 20th day of October, 2004.

Kencar Development, Inc.


  
Kenneth Carter, President

STATE OF ALABAMA)

SHELBY COUNTY )

I, the undersigned authority, a Notary Public, in and for said County and State, hereby certify that the above posed name, Kenneth Carter President of Kencar Development, Inc., is signed in 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20th day of October, 2004.

  
Notary Public  
My Commission Expires: 01-06-05