

STATE OF ALABAMA  
COLBERT COUNTY

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RESTRICTIONS TO BE APPLICABLE TO NATHAN ESTATES ADDITION NO. 3

212

I

1. All lots on the recorded subdivision plat shall be subject to the provisions hereof.

2. Gregory R. Isbell, Barry L. Isbell and Teresa O. Isbell, as owners of NATHAN ESTATES ADDITION NO. 3, a subdivision recorded in the Office of the Judge of Probate of Colbert county, Alabama in Map Cabinet C at Slide 88, and at Fiche 200137 at Page 029, shall be herein referred to as Isbell Development Company.

II

1. Isbell Development Company shall have full and final approval of architectural plans, and site plans as follows:

(a) All architectural plans must be submitted to Isbell Development Company for written approval. This includes original construction and all subsequent alterations or additions.

(b) A site plan, prepared by a licensed surveyor, showing location of the proposed improvements including dwelling, all driveways, patios, decks and any and all other structures and improvements shall be furnished to Isbell Development Company in advance of any work.

(c) All driveways and entranceways onto the lots, which require the removal of curb and/or guttering shall be constructed or the curbs and guttering thereon shall be removed by the use of a concrete cutting, saw.

(d) No work of any nature may be commenced on the site until written Isbell Development Company has given approval.

(e) All plans shall be submitted to Isbell Development Company no later than 30 days before anticipated start of site work.

(f) Underground electrical, telephone, and TV cable

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services required from pole to structure.

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(g) Any detached garage shall have the same appearance as the residence and be constructed of the same materials.

### III

1. No lot shall be used except for residential, single family purposes. No structures shall be erected, altered, placed or permitted to remain on any lot other than one detached, single-family dwelling and private garage and accessory buildings and structures such as swimming pools, enclosed storage rooms, screened enclosures and patios.

2. No carports shall be permitted. All garages shall be enclosed and shall be at least adequate to house two standard-sized American cars. All garage doors shall be operable. All vehicles on the premises must be kept totally enclosed and not visible from the street. No work may be done on any motor vehicle on the premises except in a totally-enclosed garage.

3. No temporary structures may be placed on the premises except necessary shelters used by builders during construction, and these must be removed upon completion of construction.

4. No trailers, boats, boat trailers, or motor homes may be kept upon the premises except in totally-enclosed garages.

5. No residence may be constructed unless it contains at least 1,800 square feet of finished, heated and cooled, enclosed living area. No unfinished storage, utility room, basement, attic, breeze way, porch, or garage shall be counted as part of the living area for the purpose of determining the minimum building size.

6. (a) No building shall be built closer than 30 feet to the front lot line, 35 feet to the rear lot line, and 12 feet to any side lot line (except corner lots where a minimum of 30 feet from the side street line must be maintained as to any structure); provided any detached permitted outbuildings shall conform to city zoning setback regulations in force at the time of erection thereof.

(b) Whenever the owner of two contiguous lots, or

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portions thereof, constructs a dwelling partly on both lots, the side lot line restriction in (1) hereof does not apply to the side lot line which forms a common boundary between such lots.

7. Only finished materials such as brick, stucco, or drivet shall be used on the main surface of the residence. Vinyl or aluminum may be used for gables or trim purposes only.

8. All fences shall be a type and quality approved by Isbell Development Company, in advance. No chain link fences shall be allowed, unless concealed by a privacy fence. Each fence shall have a gate. If the permitted fence has only one finished side it must be the side exposed to the public. No fence may be erected nearer the front lot line than the rear line of the dwelling unless approved by Isbell Development in advance.

9. No signs may be displayed to public view except one identification sign not more than two square feet in size and one temporary real estate sign not more than five square feet in area.

10. The recorded plat designated utility and drainage easements. Owner shall maintain this area, but may place no obstruction that interferes with the use and maintenance of such easement.

11. No exterior antennas may be installed or maintained. No satellite receiver may be installed or maintained unless hidden from public view or enclosed.

12. No noxious or offensive activity may be maintained on the property. All domestic animals allowed shall be kept within an enclosed area or on a leash.

13. No commercial activity shall be maintained on the property.

14. Only caged birds, domestic dogs and cats may be kept on the premises. No other animals may be kept, and no animals shall be allowed off the premises of Owner's lot except on a leash.

15. All owners prior to construction of any residence thereon shall maintain the lot so as not to create a nuisance.

16. Each lot shall be connected to public water and a sanitary septic disposal system before occupancy of any improvements.

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17. The minimum floor elevations for all improvements constructed on said lots shall be at the 501 foot elevation.

18. All lot owners who shall cause improvements to be constructed thereon shall make provisions to prevent ponding under raised floors and the ground under such floor, i.e. the crawl space, shall be sloped and drained in order to prevent ponding under the residence.

19. All lot owners who shall cause improvements to be constructed thereon shall consult the City of Muscle Shoals Building Department for required compaction testing and the Colbert County Health Department for requirements for the sanitary septic system.

20. All lot owners who shall cause improvements to be constructed thereon shall insure that all gutter drains shall be diverted away from the field line areas and all surface water shall be diverted away from the residence.

21. These covenants are enforceable by Isbell Development Company, the Homeowners Association to be formed, or by any individual lot owner. They shall run with the land and be binding for 20 years from the date of recording, and shall automatically extend for successive 10-year periods unless amended. The Homeowners Association may amend any provision. No amendment is effective until duly recorded. At the sole discretion of the Homeowners, land owners or purchaser of lot hereunder, an association may be set up to maintain the entrance and after Isbell Development Company completes the sale of all lots in the initial phase of said subdivision.

IN WITNESS WHEREOF, I have hereunto set my hand and seal  
this 24 day  
of December 2001.

  
\_\_\_\_\_  
GREGORY R. ISBELL L.S.

STATE OF ALABAMA \*  
\*  
COUNTY OF COLBERT \*

GENERAL ACKNOWLEDGEMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that GREGORY R.

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ISEBELL, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, he has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 4<sup>th</sup> day of December 2001.

Linda Howard  
Notary Public  
My Commission expires: 08/12/2003

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 4<sup>th</sup> day of December 2001.

Barry L. Isbell L.S.  
BARRY L. ISBELL

By: [Signature]  
GREGORY R. ISBELL,  
his attorney in fact

STATE OF ALABAMA  
COUNTY OF COLBERT

GENERAL ACKNOWLEDGEMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that GREGORY R. ISBELL, whose name as Attorney in fact for BARRY L. ISBELL is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, he, as Attorney in fact for Barry L. Isbell and with full authority, has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 4<sup>th</sup> day of December 2001.

Linda Howard  
Notary Public  
My Commission expires: 08/12/2003

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 26<sup>th</sup> day of November 2001.

Teresa O. Isbell L.S.  
TERESA O. ISBELL

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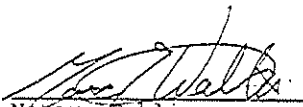
STATE OF TENNESSEE

GENERAL ACKNOWLEDGEMENT

COUNTY OF Shelby

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that TERESA O. ISBELL, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, she has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 26<sup>th</sup> day of November 2001.

  
Notary Public  
My Commission expires: 05/05

STATE OF ALA. COMMISSIONER OF REVENUE  
RECEIVED FOR RECORDING  
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