

AGREEMENT  
FOR  
PROTECTIVE COVENANTS

WHEREAS, Charles William Lokey, Jr., William H. Lokey, Bernice L. Craig and Ann L. Thomas (the "Owners") are the respective owners of Parcels I, II, III and IV of that certain real property more particularly described in Exhibit A attached hereto (said Parcels I, II, III and IV being hereinafter collectively referred to as the "Property"); and

WHEREAS, the Owners, and each of them, for their mutual benefit and protection, have agreed to subject the Property to certain restrictions and limitations with respect to the use thereof.

NOW THEREFORE, in consideration of the covenants contained herein and the payment of each of the Owners to each of the other Owners of ten and no/100 dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, Charles William Lokey, Jr. and wife, Vivian G. Lokey, William H. Lokey and wife, Ruth D. Lokey, Bernice L. Craig and husband, James L. Craig, and Ann L. Thomas and husband, James Thomas, do hereby covenant and agree as follows:

A. No residential structure shall be constructed or placed on any portion of the Property unless such structure shall have a floor area of not less than 1,200 square feet, exclusive of any open porches, garages, car-ports and cellars.

B. No structure of a temporary character, mobile home, trailer or other similar structure shall be constructed or placed on any portion of the Property.

These covenants are to run with the land and shall be binding on the Owners and their heirs, successors

and assigns for a period of twenty-five (25) years from the date hereof, after which time the covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of any lots or parcels that are a part of the Property has been recorded agreeing to modify said covenants in whole or in part.

If any of the covenants contained herein shall be declared or found to be unenforceable, the remainder of the covenants shall be interpreted and enforced as if the unenforceable covenant had never been a part hereof.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all as of the 9<sup>th</sup> day of April, 1982, although each of the undersigned has actually executed this Agreement on the date that his or her signature was acknowledged.

Charles William Lokey, Jr.  
Charles William Lokey, Jr.

Vivian G. Lokey  
Vivian G. Lokey

William H. Lokey  
William H. Lokey

Ruth D. Lokey  
Ruth D. Lokey

Bernice L. Craig  
Bernice L. Craig

James H. Craig  
James H. Craig

Ann L. Thomas  
Ann L. Thomas

James Thomas  
James Thomas

STATE OF California )  
Los Angeles COUNTY )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that William H. Lokey and wife, Ruth D. Lokey, whose names are signed to the foregoing agreement and who are known to me, acknowledged before me on this day that, being informed of the contents of the agreement, they executed the same voluntarily on the 16th day of March, 1982.

Given under my hand and official seal this 16th day of March, 1982.



Joy A. Kochsmeier  
 Notary Public

NOTARY MUST AFFIX SEAL

My Commission Expires: 1/22/85

STATE OF Alabama )  
Jefferson COUNTY )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Bernice L. Craig and husband, James H. Craig, whose names are signed to the foregoing agreement and who are known to me, acknowledged before me on this day that, being informed of the contents of the agreement, they executed the same voluntarily on the 9 day of April, 1982.

Given under my hand and official seal this 9 day of April, 1982.

Notary Public, Alabama State at Large  
 My Commission Expires January 20, 1985  
 Bonded by Western Surety

Maie G. Clug  
 Notary Public

NOTARY MUST AFFIX SEAL

My Commission Expires: Jan 20, 1985

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Charles William Lokey, Jr. and wife, Vivian G. Lokey, whose names are signed to the foregoing agreement and who are known to me, acknowledged before me on this day that, being informed of the contents of the agreement, they executed the same voluntarily on the 23 day of March, 1982.

Given under my hand and official seal this 23 day of March, 1982.

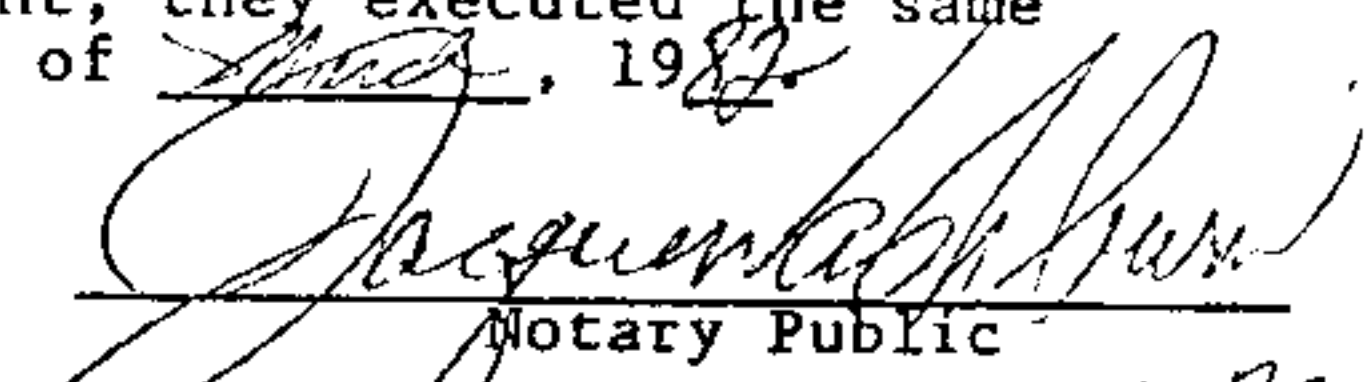
William D. Ruel  
 Notary Public

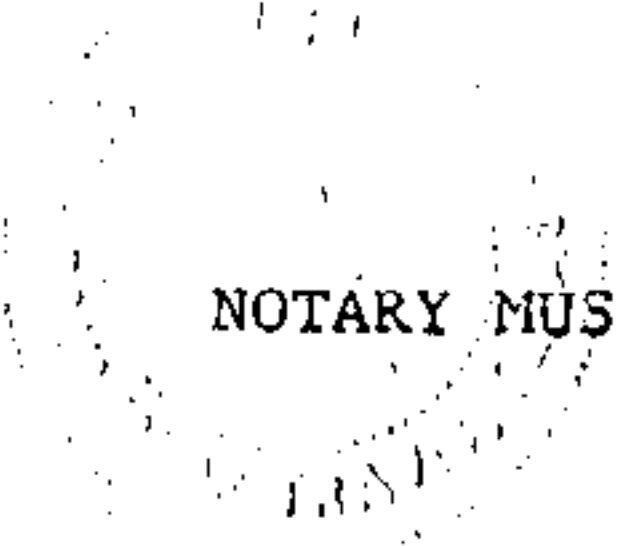
NOTARY MUST AFFIX SEAL

My Commission Expires: 9/24/83

STATE OF TEXAS )  
TRAVIS COUNTY )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Ann L. Thomas and husband, James Thomas, whose names are signed to the foregoing agreement and who are known to me, acknowledged before me on this day that, being informed of the contents of the agreement, they executed the same voluntarily on the 10th day of June, 1982.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 4-6-85



NOTARY MUST AFFIX SEAL

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EXHIBIT A

PARCEL I:

Start at the northwest corner of the south-half of the northwest quarter of the northwest quarter, section 24, township 21 south, range 1 east, Shelby County, Alabama; thence N-88°-33'-E (290.02) feet; thence S-03°-49'-W (344.62) feet to the point of beginning; thence from said point of beginning continue S-03°-49'-W (922.84) feet to the 397' contour line; thence run easterly and northeasterly on and along said 397' contour line approximately (1300.0+) feet; thence N-56°-18'-W (940.21) feet back to the point of beginning. (Subject to a flood easement to Alabama Power Co. to the 400' contour line). Lying and being situated in the northwest quarter of section 24, township 21 south, range 1 east, containing (13.0) acres more or less.

PARCEL II:

Start at the northeast corner of the south-half of the northeast quarter of the northeast quarter section 23, township 21 south, range 1, east, Shelby County, Alabama; thence, S-88°-33'-W (49.98) feet to the point of beginning; thence from said point of beginning, continue S-88°-33'-W (626.40) feet to a point on the 397' contour line; thence run south, southeasterly on and along said 397' contour line approximately (1365.0+) feet; thence N-20°-50'-E (685.0) feet back to the point of beginning.

Also, start at the northwest corner of the south-half of the northeast quarter of the northeast quarter of section 23, township 21 south, range 1 east, Shelby County, Alabama as the point of beginning; thence, from said point of beginning run S-00°-43'-W (146.7) feet, to a point on the 397' contour line; thence run east, northeasterly on and along said 397' contour line approximately (350.0+) feet; thence S-88°-33'-W (241.10) feet back to the point of beginning.

All of the above lying and being situated in the northeast quarter of section 23, township 21 south, range 1 east, Shelby County, Alabama and containing (12) acres more or less. All of the above also being subject to a flood easement to Alabama Power Company to the 400' contour line.

PARCEL III:

Start at the Northeast corner of the south-half of the Northeast quarter of the Northeast quarter of Section 23, Township 21 South, Range 1 East, Shelby County, Alabama; thence, S-88°-33'-W (49.98) feet to the point of beginning; thence from said point of beginning run S-20°-50'-W (740.0) feet to a point on the 397' contour line; thence run Southeasterly on and along said 397' contour line approximately (1400+) feet; thence N-03°-49'-E (1267.46) feet to a 2" iron pipe; thence S-88°-33'-W (340.00) feet back to the point of beginning. (Subject to a flood easement to Alabama Power Company to the 400' contour line). Lying and being situated in the Northeast quarter, Section 23, and in the Northwest quarter, Section 24, Township 21 South, Range 1 East, Shelby County, Alabama, containing 12.0 acres more or less.

Less and except a parcel of land lying on the North side of the above described tract of land more particularly described as follows: start at the previously described point of beginning; thence S-20°-50'-W (54.04) feet; thence N-88°-33'-E (355.88) feet; thence N-03°-49'-E (50.21) feet; thence S-88°-33'-W (340.00) feet back to the point of beginning. Said parcel of land to be reserved for a road and utilities in accordance with an agreement of even date herewith among the parties hereto.

PARCEL IV:

Start at the Northwest corner of the south-half of the Northwest quarter of the Northwest quarter, Section 24, Township 21 South, Range 1 East, Shelby County, Alabama and thence run N-88°-33'-E (290.02) feet to the point of beginning; thence from said point of beginning continue N-88°-33'-E (1072.99) feet to a point on the 397' contour line; thence run Southwesterly on and along said 397' contour line approximately (1085.0+) feet; thence N-56°-18'-W (940.21) feet to a 2" iron pipe; thence N-03°-49'-E (344.62) feet back to the point of beginning. (Subject to a flood easement to Alabama Power Co. to the 400' contour line). Lying and being situated in the Northwest quarter, Section 24, Township 21 South, Range 1 East, Shelby County, Alabama, containing (12.5) acres more or less.

Less and except a parcel of land lying on the West side of the above described tract of land, more particularly described as follows: from the previously described point of beginning proceed N-88°-33'-E (50.21) feet; thence S-03°-49'-W (377.96) feet; thence N-56°-18'-W (57.66) feet; thence N-03°-49'-E (344.62) feet back to the point of beginning. Said parcel to be reserved for a road and utilities in accordance with agreement of even date herewith among the parties hereto.

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

1982 APR 16 AM 9:42

*Thomas A. Henderson, Jr.*  
JUDGE OF PROBATE

Rec 12.50  
Ind 1.00  
13.50