

STATE OF ALABAMA)

SHELBY COUNTY)

1249

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RIGHTS

This Declaration made on this day by V. H. BRAGG and wife, THELMA BRAGG, hereinafter referred to as "OWNER."

W I T N E S S E T H:

WHEREAS, the undersigned Owner owns in fee simple the following described real estate situated in Shelby County, Alabama, to-wit:

SURFACE RIGHTS ONLY TO:

A parcel of land, being an island formed by the creation of Lay Lake and above that certain datum plane of 397 feet above mean sea level as established by the United States Coast and Geodetic survey as adjusted in January 1955 and located in the South 2/3 of E 1/2 of NE 1/4 of NE 1/4, N 1/2 of NE 1/4 of SE 1/4 of NE 1/4 of Section 35, and the South 2/3 of W 1/4 of NW 1/4 of NW 1/4, and in N 1/2 of W 1/4 of SW 1/4 of NW 1/4 of Section 36, in Township 24 North, Range 15 East, together with a non-exclusive thirty (30) foot wide road right-of-way in the NE 1/4 of NE 1/4 of NE 1/4 of Section 35 West of and along the East line of said NE 1/4 of NE 1/4 of NE 1/4, commencing on the North line of said NE 1/4 of NE 1/4 of NE 1/4 and continuing Southward for a distance of 500 feet, more or less, to the North boundary of herein above described parcel with all being in Township 24 North, Range 15 East, Shelby County, Alabama.

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NOW, THEREFORE, the Owner hereby declares that all of the above described properties shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions and rights which are for the purpose of creating uniformity, protecting the value and desirability of the above described property, and which shall run with the said real estate and be binding on all parties having any right, title or interest in the above described property or any part thereof, their heirs, successors and assigns shall enure to the benefit of each owner thereof.

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. The minimum size for a mobile home is 12' x 50' and the minimum size for a stick-built or other residential structure is 500 square feet. Any commercial camp ground or boat landing is also specifically prohibited.

2. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot that is not finished in a good, high-quality and workmanlike manner.

3. NUISANCES. No noxious 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 neighborhood.

4. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently for more than one month at a time, except during construction of permanent residence.

5. SIGNS. No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period.

6. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

7. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes.

8. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

9. WATER SUPPLY. No individual water-supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authority.

10. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any lot unless such system is designated, located and constructed in accordance with the requirements, standards and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authority.

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BOCA

11. PRIVATE GATE AND ROAD. Ingress and egress shall be by a non-exclusive easement and the easement shall not be dedicated. It shall be the responsibility of all property owners to maintain the entire road from the County Road to the other end. There shall be a private gate across the ingress and egress road and it shall be the responsibility of each property owner to maintain a lock on said gate and to keep the gate locked at all times except when passing through the gate. The easement for ingress and egress is located in Shelby County, Alabama, and is more particularly described in Exhibit "A" which is attached hereto and incorporated herein.

12. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

13. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

14. SEVERABILITY. Invalidation of any one of these 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 Owner has hereunto set their hands and seals this the 7th day of June, 1983.

V. H. Bragg
V. H. BRAGG

Thelma Bragg
THELMA BRAGG

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that V. H. Bragg and wife, Thelma Bragg, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 7th day of June, 1983.

Robert A. Spiller
Notary Public

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EXHIBIT "A"

CORY & HORTON, INC.

P. O. BOX 334

PELHAM, ALABAMA 35124

663-7200

7 June 1983

LEGAL DESCRIPTION: RIGHT-OF-WAY FOR INGRESS AND EGRESS ON BRAGG PROPERTY

A right-of-way for the purpose of ingress, egress and utilities, the centerline being described as follows:

Commence at the NW corner of Section 36, Township 24 North, Range 15 East; Thence run East along the North line of said Section a distance of 125 feet, more or less, to the centerline of an existing roadway and the point of beginning of said centerline;

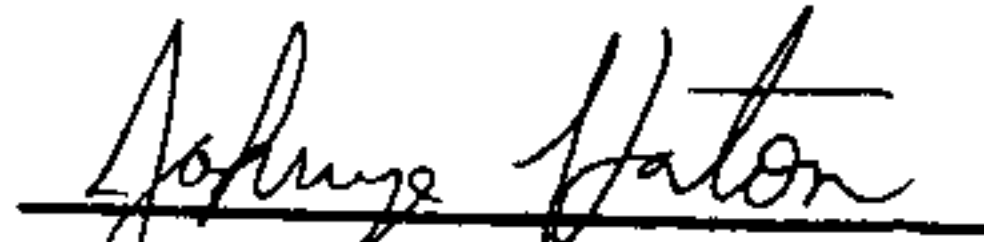
Thence run S 40° 30' W a distance of 211 feet, more or less, to the West line of said Section 36; ***

Thence continue along last course a distance of 23.63 feet;

Thence turn left 39° 24' 39" and run parallel with the East line of Section 35 a distance of 371.0 feet;

Thence turn right 46° 26' 01" a distance of 78.75 feet;

Thence turn left 37° 25' 25" a distance of 482.0 feet to the end of said centerline.


JOHNNIE HORTON RLS #12496

*** said point also being the point of beginning of a 30 foot right-of-way, 15 feet on each side of the following described centerline continuing as follows;

STATE OF ALA. SHELBY CO.
1 CENT BY THIS
1983 JUN 27 AM 9:38
JUDGE OF PROBATE

Recd 6.00
Jud 1.00
7.00