

STATE OF ALABAMA:

COUNTY OF SHELBY:

PART A

The undersigned, being the owners of the following described property situated, lying and being in Shelby County, State of Alabama, to-wit:

NW4-SE4, Sec. 26, TS 21S, R1E, and all property situated, lying and being within 100 feet of Lay Lake in SW4-SE4, Sec. 26, TS 21S, R1E, having all agreed as evidenced by their signatures below, and for the purpose of placing certain limitations and restrictions on said real property, do hereby make the following declarations as to limitations, restrictions and uses to which the above-described property may be put, hereby specifying that such declarations shall constitute covenants to run with the land, as provided by law, and shall be binding upon all parties and all persons claiming under them and for the benefit of, and limitations upon all future owners of said property or any portion thereof; this declaration of restriction being designed for the purpose of keeping such property and all lots and tracts hereafter conveyed, subdivided, or otherwise created within said property (hereinafter referred to as "lots" or "tracts") desirable, uniform and suitable in architectural design and use as herein intended and specified.

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PART B - AREA OF APPLICATION

B-1. **FULLY PROTECTED RESIDENTIAL AREA.** The residential area covenant in Part C in its and their entirety shall apply singularly and jointly to the above-described property and any lots now or hereafter included therein, all of which property is located in Section 26, Township 21S, Range 1 East, Shelby County, Alabama, and is to be known as "Deercreek."

PART C - RESIDENTIAL AREA COVENANTS

C-1. **LAND USE AND BUILDING TYPE.** No lot shall be used except for residential purposes, solely and only. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling, one neat and well kept detached parking garage to serve said dwelling, one neat and well kept tool/tractor shed, and one neat and well kept boat-house. All fences, walls, gates, hedges, or other structures of similar purpose shall be no closer to any property line nearest

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a publicly used road or street within or upon the overall above-described property than 15 feet; and any such fence, wall, gate, hedge, or other structure shall be neat and well kept, as shall any other fence, wall, gate, hedge, outbuilding, dwelling or other structure permitted by law, decree, covenants, restrictions, rules and whatsoever as said pertain to the herein-covered lots. Grassed areas with 30 feet of any dwelling or structure shall be kept clean and cut to less than 6" in height at all times, and should this area not be maintained, the Architectural Control Committee described in Paragraph D-1 shall be empowered to have this area cut at whatever cost they should find appropriate and shall charge said cost to the then owner. If the then owner fails to pay this cost within 15 days from notification (mailed by 1st Class U. S. Mail to subject property) a lien in the amount of said cost plus a reasonable attorneys' fee shall be placed upon the subject property.

C 2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications, including pre-built and on-site constructed and any combination thereof, and a plan showing the location of the proposed structure or structures have been approved by the Architectural Control Committee within its absolute discretion as to quality and harmony of external design and overall aesthetic incorporation within the framework of the existing or proposed structures and as to location with respect to topography and finished grade elevation have been so approved by said committee as provided in Part D herein. The Architectural Control Committee shall be held harmless and indemnified from any claim, cost or civil action by the person seeking its approval hereunder.

C 3. DWELLING SIZE AND CONSTRUCTION. No detached dwelling shall be permitted at any time upon any lot which contains less than 1500 square feet of heated finished space. Any such dwelling shall conform to the Southern Building Code Construction Specifications. Any prefabricated dwelling must be permanently attached to a foundation of Brick Concrete Block, or material of a similar nature. A prefabricated dwelling shall not include any mobile home or manufactured home as hereinafter defined in Paragraph C-9 and mobile homes or manufactured homes will specifically not be permitted, unless otherwise provided in

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Paragraph C-9. Any construction shall be completed within 12 months from date of commencement of construction; however, this time limit may be waived by the Architectural Control Committee.

C-4. BUILDING LOCATIONS. No building shall be located on any lot nearer to the front lot line or nearer to an adjacent side street lot line than 35 feet. No building shall be located nearer than 15 feet to an interior lot line except that a 10 foot minimum side yard shall be permitted for any permitted accessory building located 75 feet or more from the minimum front building set-back line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building, provided however, that this particular provision of this covenant shall not be construed or interpreted so as to permit any portion of any structure on any lot to unlawfully encroach on any other lot. Should more than one contiguous lot be owned by the same party or parties, then the interior lot lines shall be considered nonexistent without the necessity for resurvey; and any set-back restrictions shall not apply to those interior lot lines.

C-5. LOT AREA AND WIDTH. No detached dwelling shall be erected or placed on any lot having a width of less than 100 feet of water frontage nor shall any detached dwelling be erected or placed on any lot containing less than 40,000 square feet of land area.

C-6. EASEMENTS AND RELATED ACCESS. Easements and access to each individual lot for necessary and normal installation and maintenance of roads, utilities and drainage facilities are reserved within an area of 15 feet inside each lot line of each lot. The granting of this easement and right of access shall not prevent the use of the area by the owner for any permitted purposes except for building. A right of pedestrian access by way of a driveway or open lawn area shall also be granted on each lot from the front lot line to each side lot line and rear lot line to any public authority or utility company having an installation, or in the process of having installed and installation, in any said easement provided such right of use and access is neither normally nor arbitrarily abused, from the standpoint of the owner as usually regarded as reasonable and prudent according to local special circumstances and custom. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot,

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except for those improvements for which a public authority or utility company is responsible.

C-7. NUISANCES. No commercial activities, or by-products of any such commercial activity, or hobbies of a commercial or noxious or offensive nature whatsoever such as, but not limited to, the outside storage of such articles as junk vehicles, racing vehicles, building materials, equipment, automotive vehicles for commercial resale, grease racks, welding equipment, excessive noise, foul odors or otherwise shall occur within the confines of any lot, right-of-way or roads, except by or at the direction of a public utility or governmental authority of competent jurisdiction in the normal discharge of their respective jobs, obligations and duties; nor shall anything be done thereon or therein which may be or may become an annoyance to the neighborhood.

C-8. TEMPORARY STRUCTURES. No structure of a temporary character as a wagon, trailer, mobile home, or manufactured home (as hereinafter defined in Paragraph C-9), camper, bus, basement, shack, garage, barn, or any outbuilding or other shall be used on any lot at any time as a residence for occasional or permanent occupancy.

C-9. MOBILE HOMES OR MANUFACTURED HOMES.

(a) No mobile home or manufactured home shall be erected, altered, placed or permitted to remain on any lot for the purpose of use as a dwelling or any other purpose except as hereinafter provided.

(b) For these purposes, a mobile home or manufactured home shall be defined, pursuant to the Code of Alabama, Section 24-4A-2, Part 9 as it read in October of 1986, as any residential dwelling unit constructed to standards and codes as promulgated by the United States Department of Housing and Urban Development as found in Title 42, Section 5403 of the United States Code, and shall also specifically include any manufactured building (as defined in the Code of Alabama, Section 24-4A-2, Part 13 as it read in October, 1986) of open construction made or assembled more than 25% of said manufactured buildings' actual construction in manufacturing facilities away from the building site, provided however, it shall not include a manufactured building which will be used solely for a tool/tractor shed, subject to the restrictions contained herein, and provided further that said manufactured building used as a tool/tractor shed is reasonable in size for such use.

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C-10. SIGNS. No sign of any kind shall be displayed to public view on any lot except one professional sign not more than one square foot in area, one sign of not more than ten square feet in area advertising the lot for sale of rent, excluding any signs the Architectural Control Committee approves.

C-11. REPTILES, LIVESTOCK AND POULTRY. No reptiles, pigs, goats, sheep, cattle or other domestic, wild or exotic livestock or animals whatsoever, nor poultry of any kind shall be raised, bred, kept or maintained on any lot, except that dogs, cats, horses, or other household pets may be kept provided that they are not an infringement upon nor an interference with the quiet enjoyment of the neighborhood and are not bred, raised, kept or maintained for any commercial purpose.

C-12. GARBAGE, REFUSE, JUNK AND WASTE DISPOSAL. No lot shall be used or maintained as a dumping or storage ground or repository for any trash, garbage, junk, rubbish or other waste. However, any such trash, garbage or other waste may be kept temporarily in sanitary containers while awaiting imminent removal. All containers, incinerators or other equipment for the storage or disposal of such material shall be kept and maintained in a clean sanitary and not unsightly condition and location.

C-13. WATER SUPPLY. No individual water supply systems shall be permitted upon any lot except as permitted and accepted by the then current Health Regulations in effect by the Health Authorities having jurisdiction.

C-14. SEWAGE DISPOSAL. Individual sewage disposal systems shall be permitted upon any lot, but only in accordance with the then current Health Regulations in effect.

C-15. LAND NEAR WATER COURSE. No material, refuse, trash, garbage, junk or dirty fill shall be placed or stored upon any lot within 20 feet of the edge of any open water course, except that clean fill, pipes and culverts, and similar devices customarily used for water control, fences or other may be placed in or nearer to than said 20 feet provided that the natural water flow and course from any such lot is not altered, blocked or changed significantly by any such fill, pipes, culverts, fences or other.

C-16. RESTRICTION OF WATER TRAFFIC. No boat-houses, pier, docking facility, wall or other structure shall be erected in or placed in or

on the waters of Lay Lake which shall restrict the normal movement of water traffic.

D-1. **MEMBERSHIP.** The Architectural Control Committee will be composed of three persons. The current members are Leon H. Nolan, Charles L. Robinson and Robert L. Robinson. Hereafter the Architectural Control Committee shall be determined as follows:

(a) Until such time as 80% or more of the Deercreek real property fronting on Lay Lake covered by these covenants is sold by Deercreek, A Joint Venture, the Committee membership shall be determined as follows:

(i) Robert L. Robinson shall serve as Chairman of the Committee provided that in the event of his death, resignation or otherwise becomes incapable of serving in said capacity, another member of Deercreek, A Joint Venture, will serve as Chairman and if there are none, then the remaining members of the Committee will select an owner of property subject to these covenants to serve subject to residence requirements for owners as hereinafter provided; and

(ii) The other two members will be appointed on January 1 of each year to serve a period of one calendar year. They may be appointed for more than one such term. In the event a member of the Committee dies, resigns or otherwise becomes incapable of serving, the Chairman shall appoint an owner as a replacement until the next following January 1.

(b) After 80% or more of the Deercreek real property fronting on Lay Lake covered by these covenants is sold by Deercreek, A Joint Venture, then the Committee shall be determined as follows:

(i) The owners of a majority of the land covered by these restrictions shall elect three persons annually to serve on the Committee. The first three persons so elected shall serve until the following January 1. Thereafter, three persons shall be elected by the property owners on or before January 1 in each year, and the persons so elected shall serve as members of the Committee for a one-year term beginning on January 1.

(ii) As soon as possible after January 1, of each year, the newly appointed members will select from among themselves a member to serve as Chairman.

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(iii) In the event a member of the Committee dies, resigns or otherwise becomes incapable of serving, the Chairman shall appoint an owner as a replacement to serve until the next January 1.

(iv) In the event the owners of a majority of the land covered by these restrictions fail to elect three persons to serve on the Committee before January 1 in any year, the Chairman of the Committee for the term due to expire on January 1 may appoint an owner to fill each vacancy, and any owner so appointed shall serve until a replacement for him is elected by the owners as aforesaid.

D-2. **ADMINISTRATOR.** A majority of the Committee may designate a representative to act for it. No member of the Committee nor its designated representative shall be entitled to any compensation for service performed pursuant to this covenant.

D-3. **PROCEDURE.** The Committee's approval or disapproval as required in these covenants shall be in writing. In the event that the Committee or its designated representative fails to approve or disapprove within 45 days after plans or specifications have been submitted to it, or in the event that an infraction of said herein covenants is disclosed to the Committee or its designated representative and the Committee for whatever reason takes no action within 45 days, or in the event, if no suit to enjoin the construction or to enjoin said infraction has been commanded prior to the completion thereof for 46 days thereafter, approval of and by the Committee or its designated representative will not be required and the related covenants shall be deemed to have been either fully complied with or fully waived or both, as the case may be, as to that particular covenant and circumstance.

PART E - GENERAL PROVISIONS

E-1. **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 thirty years from the date these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of ten years unless an instrument signed by majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

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E-2. **ENFORCEMENT.** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants to restrain violation or recover damages.

E-3. **SEVERABILITY.** Invalidation of any of these covenants or portions and parts thereof by judgment, court order or other shall in no way affect any of the other provisions which shall remain in full force and effect.

E-4. These covenants and restrictions may be amended by a vote and approval of two-thirds of the number of owners of the land subject to these restrictions at a meeting called by two or more of such owners for that purpose. Written notice of said meeting must be given no less than 60 days before the date of such meeting and said notices must be signed by owners calling such meeting.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed on the dates set out below.

Deercreek, A Joint Venture

Date of Execution 11/13/86

By: Charles L. Robinson
Charles L. Robinson

Date of Execution _____

By: Robert L. Robinson
Robert L. Robinson

Date of Execution 11/13/86

Charles L. Robinson
Charles L. Robinson, individually

Date of Execution _____

Robert L. Robinson
Robert L. Robinson, individually

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STATE OF ALABAMA
I CERTIFY THIS
INSTRUMENT IS CORRECT

1986 NOV 14 PM 3:42

8. Thomas J. ...
JUDGE OF THE STATE

RECORDING FEES

Recording Fee	\$ 20.00
Index Fee	1.00
TOTAL	\$ 21.00