

STATE OF ALABAMA  
SHELBY COUNTY

2082

R E S T R I C T I O N S

PARADISE POINT  
Sector 1

1. The premises shall be conveyed and shall be used exclusively for residential purposes, except as to those lots designated as business or commercial areas on the map or maps of Paradise Point, and no more than one single family dwelling house may be erected on each residential lot, nor more than one other building for garage or storage purposes in connection herewith.
2. Buildings shall be neat in appearance and no building or structure shall be moved, constructed or erected on the premises, that may be considered detrimental to the development. Condemned homes bought at another location shall not be moved on the premises. Wood exteriors shall be stained or painted with two coats of paint or stain. No outbuildings, buildings or residence shall be erected or begun on said property until the plans, specifications, grades and location thereof are first submitted to and approved in writing by Paradise Point, its successors and assigns.
3. No outside toilets shall be allowed and sanitary arrangements must comply with State and Local laws and regulations.
4. No residence of less than 1,200 square feet of heated area shall be erected or constructed on each lot.
5. There shall be no building, porch or projection extending nearer than thirty (30) feet from the front line of any lot or within fifteen (15) feet from the property line of any abutting property owner.
6. Owner, its successors and assigns, shall have the right to install and service electric lines, telephone lines, gas and water mains, over and upon any and all lots, streets, rights of way, beaches and recreation areas or the right to license or permit the same to be done.
7. Owner and its successors and assigns shall have the right to locate and install drains where necessary, and to cause or permit drainage of surface waters over and/or through any of the aforesaid lots.
8. No animal or fowl shall be kept or maintained on said property, but nothing herein shall be construed to prevent or prohibit the owner from keeping as a domestic pet, a cat, dog, or birds with a limit of two pets.
9. House trailers shall be prohibited on any lots, and temporary structures of any type will be prohibited without special permission from Paradise Point or assigns.
10. No lot may be subdivided or reduced in size by voluntary alienation, judicial sale or other proceedings, except at the direction and with the written consent of Paradise Point or their successors or assigns.
11. In the event the majority of owners of the lots sold in this development so agree after \_\_\_\_\_, Paradise Point or their assigns shall have the right to assess each lot sold in the subdivision not more than \$200 per year. This money to be used for paying a caretaker,

BOOK 191 PAGE 356

Tack D.

Page 2, Covenants

the improvement and maintenance of roads, beaches, parks, etc. Said assessment shall be a lien against said lots until paid.

12. Paradise Point its successor and assigns, reserve the right to modify, release, amend, void, transfer, or delegate all the rights, reservations and restrictions herein set forth or the right to modify, release, amend or void any one or more of the said herein set forth restrictions.
13. No lot shall be sold or used for the purposes of extending any public or private road, street or alley, or for the purpose of opening any road, street or alley except by the prior written consent of Paradise Point its successors and assigns.
14. These restrictions shall be considered as covenants, running with the land and shall bind the purchaser and his heirs, executors, administrators and all future assigns of said premises or any part or parts thereof. These said covenants shall be or may be changed by a majority of the owners of the lots in this subdivision after the twenty-five (25) years from the date hereof.
15. No firearms shall be discharged in the residential area of Paradise Point.
16. The exterior finish and general clean-up of construction must be completed within one year after starting construction of cottage. Any unfinished or temporary type material is prohibited for use on the exterior of any residence built in Paradise Point.
17. No pier, boathouse, or other structure of any kind whatsoever shall be constructed out in the water or in or below the normal water level of Lay Lake or its backwaters, or any part thereof, without the prior written approval of Paradise Point, its successors or assigns, and no such pier, boathouse, or other structure shall be so constructed so as to interfere with what Paradise Point, its successors and assigns, shall deem to be the reasonable and convenient use of water and water access by the persons, firms or corporation owning waterfront property in said subdivision. No boathouse shall be used as a living quarters.

John H. Farr, Jr.  
John H. Farr, Jr.

Carroll Jones  
Carroll Jones

Gale B. Farr  
Gale B. Farr

Hilda C. Jones  
Hilda C. Jones

Johnny M. Howard  
Johnny M. Howard

Joe L. Tidmore, Jr.  
Joe L. Tidmore, Jr.

Sara N. Howard  
Sara N. Howard

Maria M. Tidmore  
Maria M. Tidmore

STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that John H. Farr, Jr. and wife, Gale B. Farr, 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 24th day of June, 1988.

Janet F. Paxon  
Notary Public

STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Johnny M. Howard and wife, Sara N. Howard, 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 24th day of June, 1988.

Janet F. Paxon  
Notary Public

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

88 JUN 27 AM 9:30

STATE OF ALABAMA  
SHELBY COUNTY

Thomas D. Snowling, Jr.  
JUDGE OF PROBATE

I, The undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Carroll Jones and wife, Hilda C. Jones, 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 24th day of June, 1988.

1. Deed Tax \$ \_\_\_\_\_  
2. Mtg. Tax \_\_\_\_\_  
3. Recording Fee 7.50  
4. Indexing Fee 1.00  
TOTAL 8.50

STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State hereby certify that Joe L. Tidmore, Jr. and wife, Maria M. Tidmore, 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 24th day of June, 1988.

Janet F. Paxon  
Notary Public

Janet F. Paxon  
Notary Public