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AMENDED AND CORRECTED AS
PREVIOUSLY FILED SEPT. 22
1972 IN BOOK 2, PAGE 298

STATE OF ALABAMA)

SHELBY COUNTY)

PROTECTIVE COVENANTS

19760920000089990 1/3 \$.00
Shelby Cnty Judge of Probate, AL
09/20/1976 12:00:00 AM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS, that, whereas the undersigned
is the sole owner of the following described real estate situated
in Shelby County, Alabama, to-wit:

Indian Valley Lake Estates, Inc. located in the following
sections, Township 19 South, Range 2 West:

So. 1/2 of NE 1/4 of the SE 1/4 of Section 17, Township 19 South, Range 2 West
SE 1/4 of the SE 1/4 of Section 17, Township 19 South, Range 2 West
SW 1/4 of the SW 1/4 of Section 16, Township 19 South, Range 2 West
NE 1/4 of the SW 1/4 of Section 16, Township 19 South, Range 2 West
SE 1/4 of the NW 1/4 of Section 16, Township 19 South, Range 2 West
NE 1/4 of the NW 1/4 of Section 16, Township 19 South, Range 2 West
SW 1/4 of the NW 1/4 of Section 16, Township 19 South, Range 2 West
SE 1/4 of the NW 1/4 of Section 20, Township 19 South, Range 2 West
SW 1/4 of the NE 1/4 of Section 20, Township 19 South, Range 2 West
NW 1/4 of the NE 1/4 of Section 20, Township 19 South, Range 2 West
NE 1/4 of the NE 1/4 of Section 20, Township 19 South, Range 2 West
NE 1/4 of the NW 1/4 of Section 20, Township 19 South, Range 2 West
NW 1/4 of the NW 1/4 of Section 21, Township 19 South, Range 2 West

and,

WHEREAS, it will be to the mutual benefit of the owner of said
property and all prospective owners and to the general public to subject
said property to the following covenants, terms, conditions, restrictions,
and limitations hereinafter set forth.

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES and other good and
valuable considerations to the undersigned Owner, receipt whereof is
hereby acknowledged, the undersigned Owner hereby agrees that the said
property hereinabove described, and each and every lot thereof, shall,
be subject to the following covenants, terms, conditions, restrictions,
and limitations, to-wit:

1. No lot shall be used except for residential purposes.
2. No building, boathouse or pier, shall be erected, placed or
altered on any lot until the construction plans and specifications and
a plan showing the location of the structure have been approved by the
undersigned Owner, its successors or assigns.
3. Each residence constructed shall contain a suitable septic tank,
the location of which must be approved by the County Health Department,
or such party as shall succeed to its powers and authority. No polluted

water shall be allowed to flow into the lake, and a 50 foot setback from the elevation 425 shall be adhered to on any lot abutting Indian Valley Lake.

4. No lot shall be subdivided unless the written consent is first obtained of the Owner (its successors and assigns) and any governing body having jurisdiction over such actions from County, State or Federal.

5. No farming shall be allowed on any lot in said subdivision.

6. Prior to the purchasing and the closing of the sale of any lot in said subdivision, the proposed purchaser shall have been advised and receive a copy of restrictions and rules of said Indian Valley Lake Estates, Inc., as to the use of the lake and shall be binding upon each and every owner of the respective lots abutting said lake, their invitees and/or any member of a social club to be established with lake use rights as a paying member of such a club.

7. 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 10 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.

8. Enforcement of the provisions of this instrument shall be at law or in equity against any person, persons or party violating or attempting to violate any covenant, either to restrain violation or to recover damage.

9. Invalidity of any one of these covenants by Judgment or Court Order shall in no way effect any of the other provisions which shall remain in full force and effect.

10. No dwelling shall be permitted on any lot with less than 1800 sq. ft. living area, exclusive of porches and garages, for one story residences, and no dwelling shall be permitted on any lot with less than 1400 sq. ft. living area per floor, exclusive of porches and garages, for two or more story residences. Bi-levels and tri-levels house plans are to be approved on an individual basis in keeping with the topography of the lot and the esthetic values.



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IN WITNESS WHEREOF, THE FIVE T'S, INC., has caused these presents to be executed by its President, who is duly authorized thereto, and attested by its Secretary on this the 16th day of September, 1976.

THE FIVE T'S, INC.

BY

Joseph S. Tully
Its President

ATTEST:

Frank S. Tully
Secretary



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Shelby Cnty Judge of Probate, AL
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Conrad H. Hester
JUDGE OF PROBATE

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1976 SEP 20 AM 6:37

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