

230  
RESTRICTIVE COVENANTS

STATE OF ALABAMA )  
SHELBY COUNTY )

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS, the undersigned, Lay Lake Farms, Inc. is the owner of record of the following described real estate lying and being in Shelby County, State of Alabama, to-wit:

Lots 1-17, Lay Lake Farm Estates Map Book 9 page 178

WHEREAS, the undersigned, Lay Lake Farms, Inc., is desirous of establishing or placing the heretofore described tract under certain restrictive covenants to insure the use of the property for attractive purposes only to maintain the high quality and tone of the Community and thereby to secure to each site owner the free and full benefit and enjoyment of his home with no greater restrictions upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners.

NOW THEREFORE, the undersigned does hereby adopt the following conditions, restrictions, covenants and limitations, which shall apply in their entirety to each parcel sold by Lay Lake Farms, Inc. and shall hereafter be included as a part of the consideration in transferring and conveying title to any or all of said of the above described tract.

1. STRUCTURES. No house or mobile home shall be moved onto any parcel in the above described tract unless the house or mobile home is properly and permanently underpinned. All underpinning shall be made of masonry, metal or fiberglass and shall be completed prior to occupancy.

2. NUISANCES. No inoperable automobiles shall be placed on any parcel of land unless the vehicle is parked within a garage structure and the vehicle is not within the public view.

3. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and such 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.

4. 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 ten years from the date these covenants are recorded.

5. 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 and may be brought by an owner of a parcel within the above described tract.

Weaver Agency of Bess., Inc.  
P.O. Box 556  
Bessemer, AL  
35021-0556

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6. SEVERABILITY. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any other provision which shall remain in full force and effect.

IN WITNESS WHEREOF, Joseph T. Bradford, as President of Lay Lake Farms, Inc., has hereunto set his hand seal this the 30<sup>th</sup> day of June, 1986.

LAY LAKE FARMS, INC.

BY: Joseph T. Bradford  
Joseph T. Bradford, President

STATE OF ALABAMA )  
SHELBY COUNTY )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Joseph T. Bradford as President of Lay Lake Farms, Inc., a corporation, is signed to the foregoing restrictive covenants, and who is known to me, acknowledged before me on this day that, being informed of the contents of the restrictive covenants, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 30<sup>th</sup> day of June, 1986.

Russell W. Scavay  
Notary Public

MY COMMISSION EXPIRES 9-27-87



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

1986 JUL -3 AM 8:22

Thomas A. Shumaker, Jr.  
JUDGE OF PROBATE

RECORDING FEES

Recording Fee \$ 5.00  
Index Fee 1.00  
TOTAL \$ 6.00