

STATE OF ALABAMA) RESTRICTIONS AND REGULATIONS FOR THE
 COUNTY OF SHELBY) USE AND MAINTENANCE OF THE
 WILLIAM F. CORNELIUS LAKE

KNOW ALL MEN BY THESE PRESENTS, That Whereas the undersigned Eugenia C. Clemore and Walter Cornelius, hereinafter called Owners, are the sole owners of the hereinbelow described real property situated in Shelby County, Alabama, with each owning an undivided 1/2 interest therein; and WHEREAS a lake containing approximately 5.5 acres has been located upon said realty for more than twenty consecutive years immediately next preceding the present date hereof, and is currently located thereon; and WHEREAS the Owners desire to provide for the preservation, maintenance, control, and continued use and enjoyment of said lake for swimming, fishing, boating and other recreational purposes:

NOW, THEREFORE, for and in consideration of their common objectives and purposes and of the mutual covenants herein set forth, the undersigned Owners and their respective spouses, for themselves, their heirs, devisees and assigns, do hereby adopt the following regulations and restrictions pertaining to said lake located on and upon said realty, which is situated in Shelby County, Alabama, and legally described as follows:

That part of the N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 16, Township 19 South, Range 1 West, lying Northeast of Shelby County Highway 41, which is also known as the Dunnivant Road.

1. Said lake shall be maintained in its present contour, shape, size, depth and condition as to water quality and fish population, except as the facilities, water quality and fish population thereof may be improved or altered, as hereinbelow provided.

2. No person, firm, corporation, partnership

or association, as any heir, devisee, grantee or lessee of the said Owners, or either of them, or of their respective spouses, shall have or acquire any right to the use and enjoyment of said lake or any portion thereof, for fishing, swimming, boating, canoeing, or any other use or purpose whatsoever without contributing on a continuing basis to the maintenance of said lake, its fish population and water quality and its facilities to the extent and in the manner set and determined by the Owners, their heirs, or devisees.

3. The provisions of paragraph 2 immediately above shall apply, govern and control, although any such person therein specified has acquired ownership of land adjoining said lake, or any portion thereof, except the said provision of paragraph 2 shall not apply to any person who lawfully has become the owner of all of the above described realty, or such portion thereof as to surround or encompass by being contiguous to at least 95% of said lake as it shall then exist.

4. The Owners shall not be arbitrary or capricious in setting and determining the amount to be contributed by any person owning or leasing property adjoining said lake, but shall base such amount upon the actual cost of maintaining said lake in at least its current good condition as to water quality, fish population, and supporting facilities, and shall be required upon reasonable request to show how they arrived at such amount.

5. The maintenance costs shall include, but not be limited to, the purchase of fishpond fertilizer, fish and fish food, the expense of removing or preventing the growth of weeds and bushes within the lake and around its banks, the expense of maintaining, replacing and/or repairing all spill-ways, drain pipes, piers, boardwalks, support posts and pillars, fences, and other equipment and facilities now or hereafter used in conjunction with said lake, and

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all other expenses necessary to maintain said lake in at least its current good condition as to water quality and fish population, and as to current use and enjoyment.

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6. The Owners, at their sole election by majority vote, at any time may improve said lake and facilities in any manner that they choose by enlarging or deepening said lake in such manner as not to endanger or adversely affect any adjoining properties without obtaining the consent or approval of the owner or owners of such adjoining properties, or by erecting or constructing additional facilities, e.g., boat houses, piers, boardwalks, and other structures for the use and enjoyment of said lake for fishing, swimming and boating purposes. The cost of any and all of such improvements shall be borne equally by the said Owners and by all other persons, firms, corporations or associations contributing to the maintenance of said lake, and entitled to participate in the use and enjoyment of said lake under the terms and conditions of these presents.

7. No owner or other person whomsoever owning or leasing lands adjoining said lake shall commit any waste in regard to said lake or commit any act tending to contaminate same or to interfere with or adversely affect the use of said lake for fishing, swimming, boating or similar purposes of recreation and enjoyment. No water shall be pumped from or diverted from said lake for irrigation, generation of electric current, or any other purpose whatsoever, without the prior written consent of the Owners.

8. The use and enjoyment of said lake shall be restricted to the persons qualified under the terms and conditions of these presents, and to the immediate members of their families. No person entitled to the use and enjoyment of said lake shall abuse such use by inviting other persons to use said lake, or by engaging in such acts or actions as to adversely affect the use and enjoyment thereof by all other persons entitled to such use and enjoyment.

9. No person entitled to the use and enjoyment

of said lake shall place any boat or raft, or other floating mechanism or device, (other than small, inflatable rafts, inner tubes and life preservers), in said lake without the prior written consent of the Owners.

10. No motor, other than small electric motors, shall be used to propel any boat or raft or other floating mechanism or device placed in said lake.

11. Each person having the right to fish in said lake shall conduct himself or herself in a sportsmanlike manner at all times and shall abide by all fishing laws, rules and regulations promulgated by the State of Alabama and/or Shelby County, Alabama, and by any and all rules adopted by the Owners in regard to the numbers, species and sizes of the fish caught and removed from said lake.

12. Each person entitled to the use and enjoyment of said lake under the terms and conditions of these presents, promises and agrees to exercise his or her best efforts to prevent the use of said lake in any manner by any person not entitled to such use and enjoyment thereof.

13. The above said lake on the hereinabove described realty shall henceforth be called and known as the William F. Cornelius Lake in honor of its builder and founder, William F. Cornelius, who planned, designed and built said Lake and who lived on the adjoining land with his wife, Nancy Cross Cornelius, for many years until shortly before his death in May, 1967.

14. The conveyance of any real property adjoining said lake shall be made expressly subject to the restrictive covenants set forth in that certain warranty deed recorded on the 23rd day of March, 1977, in Deed Book 304, at Page 374, in the Probate Office of Shelby County, Alabama, which restrictive covenants run with the land and effectively bar and preclude the erection or placement of any permanent structure or mobile home on that particular parcel or strip

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of land lying on the North side of the said 5.5 acre lake and bounded on the West by the right-of-way of the paved public road known as the Dunnivant Road or Shelby County Highway 41, bounded on the East by the 2.38 acres heretofore conveyed to Walter Cornelius and wife, Lenora B. Cornelius, by deed recorded in Deed Book 293, at Page 45, in said Probate Office, and bounded on the North by the road easement described in said deed so recorded in Deed Book 293, at Page 45, said parcel or strip of land containing approximately 2.5 acres, more or less.

15. The Restrictions and Regulations hereinabove set forth duly shall be recorded in the Probate Office of Shelby County, Alabama, shall constitute 'COVENANTS RUNNING WITH THE LAND, and shall be binding upon the undersigned, their heirs, devisees, lessees and assigns forever.

IN WITNESS WHEREOF we have hereunto set our hands and seals on this the 27th day of June, 1986.

WITNESSED BY:

<u>Mary M. Stobert</u>	<u>Eugenia C. Clemore</u> (L.S.) EUGENIA C. CLEMORE (OWNER)
<u>Mary M. Stobert</u>	<u>Lynn A. Clemore</u> (L.S.) LYNN CLEMORE (SPOUSE)
<u>Mary M. Stobert</u>	<u>Walter Cornelius</u> (L.S.) WALTER CORNELIUS (OWNER)
<u>Mary M. Stobert</u>	<u>Lenora B. Cornelius</u> (L.S.) LENORA B. CORNELIUS (SPOUSE)

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, MARY M. STOBERT, a Notary Public in and for said County in said State, hereby certify that Eugenia C. Clemore and husband, Lynn Clemore, and Walter Cornelius and wife, Lenora B. Cornelius, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that, being informed

of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27th
day of June, 1986.

Mary M. Stohert
NOTARY PUBLIC

My Commission Expires:

4-30-88

THIS INSTRUMENT WAS PREPARED
BY:

WALTER CORNELIUS
Attorney at Law
200 Frank Nelson Building
Birmingham, AL 35203
(205) 322-7618

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

1986 JUL 11 AM 9:17

Thomas A. Henderson, Jr.
JUDGE OF PROBATE

1. Deed Tax	\$ <u>—</u>
2. Mtg. Tax	<u>—</u>
3. Recording Fee	<u>15.00</u>
4. Indexing Fee	<u>1.00</u>
TOTAL	<u>16.00</u>