

RESTRICTIONS FOR

WILDWOOD SHORES, THIRD SECTOR
AS RECORDED IN MAP BOOK 12, PAGE 39
IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

Whereas, John W. Wilder, Peggy J. Wilder, Reed White, Sr., and Barbara White, D/B/A Wildwood Shores are the owners of all the lots in Wildwood Shores, Third Sector, a map of which is recorded in Map Book 12, Page 39, in the Probate Office of Shelby County, Alabama; and

Whereas, the undersigned owners are desirous of establishing restrictions and limitations applicable to all lots owned by them in the Third Sector of said Survey.

NOW, THEREFORE, the undersigned John W. Wilder, Peggy J. Wilder, Reed White, Sr. and Barbara White, hereinafter called "Owners", do hereby adopt the following restrictions and limitations which shall be applicable to all lots in the said Third Sector of said subdivision, which restrictions and limitations are as follows:

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 Wildwood Shores, and no more than one (1) single family dwelling may be erected on each residential lot, nor more than two (2) other buildings for garage or storage purposes in connection therewith.

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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. Wood exteriors shall be stained or painted with two (2) 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 Owners, their heirs, successors or assigns.

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3. No outside toilets shall be allowed and sanitary arrangements must comply with all State, County and Local Laws and Regulations.

4. No residence of less than one thousand two hundred (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 ten (10) feet from the property line of any abutting owner.

6. Owners, their heirs, successors or 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 or recreation areas or the right to license or permit the same to be done.

7. Owners, their heirs, successors or assigns shall have the right to locate and install drains where necessary, and to cause or permit drainage of surface water 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 prohibit the owner of any lot from keeping as a domestic pet, a cat, dog, or decorative or ornamental birds. A horse or pony may be kept in a fenced area of large lots, which exceed 3.0 acres in area, with

the written permission of the Owners, their heirs, successors or assigns. The Owners, their heirs, successors or assigns, specifically reserve the right to revoke or repeal this part of this paragraph of these restrictions if they feel it is in the best interests of this sector of this Survey.

9. House trailers or mobile homes shall be prohibited on any lot, except on reserved trailer sections and temporary structures of any type will be prohibited without special permission from Owners, their heirs, successors or assigns, and no "FOR SALE" signs shall be posted without special permission from Owners.

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 Owners, their heirs, successors or assigns.

11. Owners, their heirs, successors or 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.

12. No lot shall be sold or used for the purpose of extending any public road, street or alley, or for the purpose of opening any road, street or alley except by written consent of Owners, their heirs, successors or assigns.

13. These restrictions shall be construed as covenants running with the land and shall bind the purchaser or purchasers, his, her or their heirs, successors and administrators and all future assigns of said premises or any part or parts thereof. These said covenants shall or may be changed by a majority of the owners of the lots in this sector of this subdivision after twenty-five (25) years from the date hereof.

14. No firearms shall be discharged in the residential areas of Wildwood Shores, unless in a safe direction with a proper back stop.

15. The exterior finish and general clean-up of construction must be completed within one (1) year after starting construction of any dwelling. Any unfinished or temporary type of material is prohibited for use on the exterior of any residence built in this Sector of Wildwood Shores.

16. 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 consent of Owners, their heirs, successors or assigns, and no such pier, boathouse or other structure shall be so constructed as to interfere with what Owners, their heirs, successors or assigns shall deem to be a reasonable and convenient use of water and water access by the persons, firms or corporations owning waterfront property in said subdivision. Further, there shall be no open boathouse construction, without the prior written consent of Owners, their heirs, successors or assigns.

17. All construction in this Sector of Wildwood Shores shall comply with all sections of the Shelby County Building Code, and all other applicable laws and regulations.

18. No automobile that is not in running condition may be stored on any lot in this Sector of this Survey, unless housed inside a garage and maintained in such a manner as to be invisible to the passing public and abutting land owners. Any such automobile shall be removed from the lot on which it rests, by the owner thereof, within thirty (30) days from the date it

became disabled and unable to move under its own power.

IN WITNESS WHEREOF, we have hereunto set our hands and seals
on this 15th day of JULY, 1988.

John W. Wilder (SEAL)
John W. Wilder

Peggy J. Wilder (SEAL)
Peggy J. Wilder

Reed White, Sr. (SEAL)
Reed White, Sr.

Barbara White (SEAL)
Barbara White

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County,
in said State, hereby certify that John W. Wilder, Peggy J.
Wilder, Reed White, Sr. and Barbara White, 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 the 15th day of
JULY, 1988.

John Burdette Bates
Notary Public

This instrument was prepared by:

John Burdette Bates, Attorney at Law
#10 Office Park Circle, Suite 122
Birmingham, Alabama 35223

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

88 NOV -2 AM 9:28

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

RECORDING FEES
Recording Fee \$ 7.50
Index Fee 1.00
TOTAL 8.50