

STATE OF ALABAMA)

COUNTY OF SHELBY)

757

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RIGHTS, AND PUBLIC AND PRIVATE EASEMENTS

FOUR WING LAKE ESTATES

Whereas, the undersigned owners, Roy Martin, Reid Long and Ellie B. Glascoz, are desirous of establishing covenants, restrictions and limitations applicable to all property owned by the undersigned and described as Four Wing Lake Estates, as recorded in Map Book 12 page 89, in the Probate Office of Shelby County, Alabama.

WITNESSETH:

NOW, THEREFORE, the undersigned does hereby adopt the following restrictions and limitations:

1. **BUILDINGS.** No building shall be erected except for the personal use of the property owner.
2. **SEPTIC TANKS.** All septic tanks must be of an approved kind, such tanks together with adequate field lines must be completely acceptable to the Shelby County Health Department. No septic tank or field line shall be constructed within 50 feet of an adjoining property line. No sewer drainage line shall be constructed or laid which shall empty on or become a nuisance to the adjoining property.
3. **WATER SUPPLY.** In the event city water is not available, then each lot owner shall be responsible for his own water supply. No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with requirements, standards and recommendations of both state and local public health authorities. Approval of such systems as installed shall be obtained from such authority.

4. **EASEMENTS.** All property in Four Wing Lake Estates located within the street known as Lake Drive in this subdivision and the ingress and egress road more particularly described hereinbelow is subject to a perpetual easement for ingress and egress by all property owners in Four Wing Lake Estates, their invitees and guests, all utility companies, municipal entities and anyone else with legitimate reason to be in the subdivision. This street (Lake Drive) and the said ingress and egress road is also herewith dedicated for use by all utilities, public and private. Lake Drive is located in Shelby County, Alabama and is more particularly described as follows, to wit:

Commence at the NW corner of the SE 1/4 of the NE 1/4 of Section 3, Township 21 South, Range 2 West and go South 00 deg. 13 min. 41 sec. East along the West boundary of said 1/4 1/4 Section for 726.72 feet; thence North 89 deg. 46 min. 19 sec. East for 49.34 feet to the Point of Beginning of the Easement herein described: A parcel of land 30.00 feet either side of a line described as follows - Go North 74 deg. 18 min. 47 sec. East along the centerline of Lake Drive for 185.02 feet to the beginning of a curve to the right having a central angle of 30 deg. 18 min. 47 sec. and a radius of 300.00 feet; thence Northeasterly along said curve for 158.73 feet to the Point of Tangent; thence South 75 deg. 22 min. 19 sec. East along the centerline of Lake Drive for 33.10 feet to the beginning of a curve to the left having a central angle of 35 deg. 37 min. 09 sec. and a radius of 150.00 feet; thence Northwesterly along said curve for 93.25 feet to the Point of Tangent; thence North 69 deg. 00 min. 32 sec. East along the centerline of Lake Drive for 103.11 feet to the beginning of a curve to the right having a central angle of 32 deg. 06 min. 42 sec. and a radius of 100.00 feet; thence Easterly along said curve for 56.05 feet to the Point of Tangent; thence South 78 deg. 52 min. 46 sec. East along the Centerline of Lake Drive for 37.19 feet to the beginning of a curve to the right having a central angle of 52 deg. 29 min. 50 sec. and a radius of 100.00 feet; thence Southeasterly along said curve for 91.62 feet to the Point of Tangent; thence South 26 deg. 22 min. 57 sec. East along the centerline of Lake Drive for 41.33 feet to the beginning a curve to the left having a central angle of 76 deg. 10 min. 52 sec. and a radius of 100.00 feet; thence Southeasterly along said curve for 132.96 feet to the Point of Tangent; thence North 77 deg. 26 min. 12 sec. East along the centerline of Lake Drive for 433.95 feet to the East boundary of Section 3, and the West boundary of Section 2, also being the Southwest corner of Tract 6; thence a parcel of land 60.00 feet in width lying East of the West boundaries of Tracts 2, 3, 4, 5, 6 and 7 of the Map of Four Wing Lake Estates, Shelby County, Alabama, as recorded in the Probate Office of Shelby County, Alabama in Map Book 12 page 89.

Also included is the ingress and egress road more particularly described as follows, to wit: A sixty foot right of way, being 30.00 feet on each side of the center line of the existing primary gravel road across the West 1/2 of the SE 1/4 and the SW 1/4 of the NE 1/4 of Section 3, Township 21 South, Range 2 West, Shelby County, Alabama, as recorded in Shelby County Probate Office in Deed Book 087 page 294.

5. **NO ROAD MAINTENANCE.** The road used by the property owners for ingress, egress and all utilities has not been dedicated to the County and it is not maintained by the County. Maintenance will therefore be left up to the property owners. There is no covenant on specific requirements setting out how the property owners are to raise funds to maintain the road when maintenance becomes necessary. The property owners will need to address this issue when the need arises.

6. **FURTHER SUBDIVISION.** No property may be subdivided or reduced in size by voluntary alienation, judicial sale or other proceedings.

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7. LIMITATION. It is understood and agreed that said conditions, limitations and restrictions shall attach to and run with the land for a period of twenty-five years from 1989 at which time said restrictions and limitations shall be automatically extended from successive periods of five years, unless by a vote of a majority of the then owners of the adjoining property agree in writing to change said restrictions and limitations in whole or in part. This Declaration, as it pertains to Lake Drive, and all related easements, ingress, egress, public and private utilities, is perpetual, notwithstanding any other provision set out hereinabove or hereinbelow.

8. ENFORCEMENT OF THIS DECLARATION. If any party shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person, or persons, owning adjoining property and any municipal entity of Shelby County to prosecute any proceedings at law or in equity against the person violating or attempting to violate any such covenant, and either prevent him from doing so or to recover damages or other dues from such violations. Invalidity of any one of these covenants by judgment or court order shall in wise affect any of the other provisions which shall remain in full force and effect. Shelby County and any municipal entity of Shelby County shall further have the right but shall not be obligated to enforce these covenants and restrictions under their police power. It being understood that this right extends not only to the present owners of said subdivision lots but also to any future lot owners.

9. COVENANT RUNNING WITH THE LAND. All of the said restrictions and limitations shall constitute a covenant running with the land and all of the deeds hereafter made conveying said property shall be made subject to the restrictions herein above set out.

10. HOMESTEAD. This property does not constitute the homestead of the undersigned.

IN WITNESS WHEREOF, Roy Martin, Reid Long and Ellie B. Glasscox, has hereunto set its hand and seal this the 10th day of March, 1989.

Roy X. Martin
Roy Martin
Reid Long
Reid Long
Ellie B. Glasscox
Ellie B. Glasscox

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Roy Martin, a married man, Reid Long, a married man and Ellie B. Glasscox, a married man, whose name is signed to the foregoing Declaration of Covenants, Conditions, Restrictions, Rights and Public and Private Easements, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10th day of March, 1989.

[Signature]
Notary Public

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

89 MAR 10 PM 3:08

Thomas P. [Signature]
JUDGE OF PROBATE

RECORDING FEES

Recording Fee	\$ 2.00
Index Fee	1.00
TOTAL	6.00