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**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RIGHTS**

CARLETON ESTATES

WHEREAS, the undersigned owners, Clifford W. Lynch and wife, Barbara C. Lynch, are desirous of establishing covenants, restrictions, and limitations applicable to all property owned by the undersigned located in Shelby County, Alabama and more particularly described in Exhibit "A".

W I T N E S S E T H:

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

1. No building shall be erected or altered on any lot other than one detached single family dwelling containing not less than 1200 square feet of enclosed heated living area.
2. Mobile or prefab modular home are prohibited. No temporary living quarters shall be permitted.
3. No lots located within the property may be further subdivided. No boundary lines may be altered without the written consent of Developer. Developer reserves the right to change any unsold lot boundaries.
4. No building shall be located on any lot nearer than 40 feet from the front boundary line nor 40 feet from the side or rear boundary lines without the written consent of the Developer.
5. Developer reserves the right to construct and maintain on any lot a sales center and/or model home.
6. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats, and other customary household pets, provided such household pets are not kept, bred, or maintained for any commercial purposes.
7. No unused or inoperable vehicles may be permitted on any lot except inside an enclosed garage.
8. No tree stumps, trash, garbage, debris, or other waste shall be placed or stored or allowed to accumulate on any lot.
9. No noxious or offensive trade or activity shall be conducted upon any lot nor shall any activity be allowed that may be or become an annoyance or nuisance to the neighborhood.
10. No structure shall have any exposed concrete block.
11. No satellite dish or other unsightly objects or structures allowed in front yards.

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Don Shutter

12. No flat or "built-up" roofs allowed.
13. Wood exteriors must have two coats of stain or paint.
14. Covenants run with the land. Developer or any landowner in Carleton Point may bring legal proceedings to enforce any of them.
15. Each covenant is independent and separately enforceable from all others.
16. No sign of any kind shall be displayed on any lot except one sign no more than five square feet advertising the property for sale or rent.
17. No mining, oil drilling operation or mineral excavation shall be permitted on any lot.
18. No property may be used to conduct, support or be involved in any way with any commercial activity.
19. The City of Wilsonville and any municipal entity within said city shall also have the right to enforce these covenants, or any of these covenants, along with the property owners. There is no obligation on the part of the City of Wilsonville to enforce these covenants and Wilsonville shall suffer no liability for failure to enforce these covenants.
20. Owner shall have boat ramp privileges as set out in covenants recorded in Book 13 page 48 in the Probate Office of Shelby County, Alabama.

IN WITNESS WHEREOF, Clifford W. Lynch and wife, Barbara C. Lynch have hereunto set their hands and seals this 8th day of June, 1989.

Clifford W. Lynch
Clifford W. Lynch

Barbara C. Lynch
Barbara C. Lynch

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Clifford W. Lynch and wife, Barbara C. Lynch whose names are signed to the foregoing Declaration of Covenants, Conditions, Restrictions, and Rights, and who are known to me, acknowledged before me on this day that, being informed of the contents of the Declaration, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 8th day of June, 1989.

(SEAL)

Notary Public
Notary Public

EXHIBIT "A"

Commence at the NE corner of the West half of Section 18, Township 21 South, Range 2 East, and run South along the East line thereof 1451.10 feet to the Southeasterly right of way line of Mountainview Road, and the point of beginning; thence continue along said East line 498.56 feet; thence 107 deg. 27 min. 06 sec. right and run 218.69 feet to the Southeasterly right of way line of said road; thence right and run along an arc to the left on said R/W line 6.44 feet; thence continue along said R/W line and an arc to the left 225.77 feet; thence continue along said R/W line 87.39 feet to an arc to the left on said R/W line; thence run along said arc 123.66 feet to the point of beginning; being situated in Shelby County, Alabama.

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JUDGE OF PROBATE

1. Deed Tax	\$	_____
2. Mtg. Tax		_____
3. Recording Fee		<u>7.50</u>
4. Indexing Fee		<u>2.00</u>
TOTAL		<u>9.50</u>