

1938

THE STATE OF ALABAMA

SHELBY COUNTY

CONSTRUCTION AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of ~~August~~<sup>September</sup>, 1989, by and between Thomas D. Bagley ("Bagley") and Will Lake ("Lake"),

W I T N E S S E T H:

WHEREAS, Bagley and Lake are the owners of contiguous properties which are shown in Exhibit "A" which is attached hereto and specifically incorporated herein by reference; and,

WHEREAS, Bagley and Lake have agreed that Bagley shall build and construct a lake on the real property shown in said Exhibit "A", which shall consist of approximately ten (10) acres, more or less.

NOW, THEREFORE, in consideration of the premises, the sum of One (\$1.00) Dollar and other good and valuable consideration in hand paid by each of the parties to the other, the receipt, adequacy and sufficiency whereof are hereby acknowledged, the parties hereto covenant and agree as follows:

1. That all owners of land contiguous to the lake shall be permitted to use the lake surface for recreational purposes and in no event shall any buildings or structures be constructed or placed in or on the lake.

2. No dwelling or home shall be constructed or placed on the lots which are contiguous to the lake which contain less than

TOM D. BAGLEY

1,800 square feet of livable area on one level and not less than 2,400 square feet of livable area on two levels.

3. No modular or mobile home shall be constructed or placed on any lake front lot nearer than 250 feet from the lake perimeter.

4. The lake shall be built and constructed by Bagley at his expense. Bagley shall indemnify, hold and save harmless Lake from any claims, suits, actions or causes of action arising out of or resulting from the building and construction of the lake and the accessories thereto.

5. Bagley shall at his sole expense maintain and repair the dam, valves and piping on the lake until such time as all lots on Bagley's side of the lake have been sold.

6. At such time as Bagley's lots are sold, a Lake Control Committee shall be formed which shall assume the obligations and responsibilities of maintaining the lake, dam, valves and piping within the lake.

7. The Lake Control Committee shall consist of all the owners of properties contiguous to the lake. The Lake Control Committee shall elect its officers annually and shall have regular monthly meetings.

8. The Lake Control Committee shall be authorized and empowered to assess the lot owners Twenty and No/100 (\$20.00) Dollars per year, which said sum shall be used for the maintenance and upkeep of the lake, dam and other accessory lake facilities. The yearly maintenance fee of \$20.00 per lot owner

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shall not be increased except by the unanimous vote of all lot owners.

9. In the event a lot is owned by more than one person or legal entity, such lot shall have only one member of the Lake Control Committee.

10. The obligations and responsibilities set out hereinabove shall at all times be in full force and effect and shall not be amended except by the unanimous vote of the members of the Lake Control Committee.

11. This Agreement shall be filed for record in the said Probate Office and the covenants, restrictions and limitations contained herein shall inure to the benefit of the real property on which the lake is located and the real property contiguous to the lake and shall run with the land.

12. This Agreement shall be binding on the parties hereto, their heirs, personal representatives and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

WITNESS:

Carolyn H. Medlar  
James L. Fawcett

Thomas D. Bagley (SEAL)  
THOMAS D. BAGLEY

Willis W. Lake (SEAL)  
WILL LAKE

THE STATE OF ALABAMA  
COUNTY OF Jefferson

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Thomas D. Bagley, whose name is signed to the foregoing Construction Agreement and who is known to me, acknowledged before on this day, that being informed of the contents of said conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 5th day of ~~August~~, 1989.  
September

Mary A. Russo  
Notary Public

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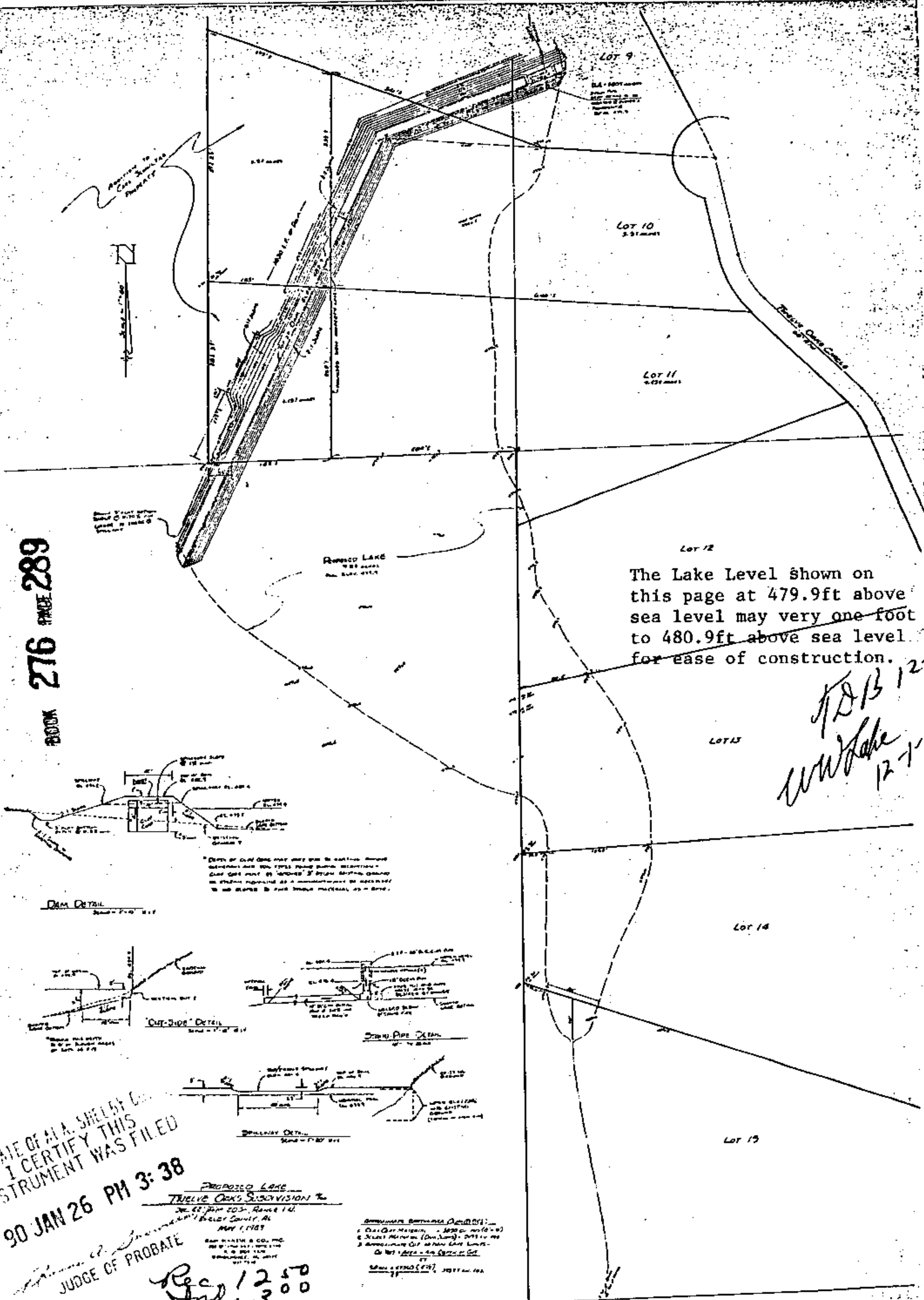
THE STATE OF ALABAMA  
COUNTY OF Jefferson

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Will Lake, whose name is signed to the foregoing Construction Agreement and who is known to me, acknowledged before on this day, that being informed of the contents of said conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 5th day of ~~August~~, 1989.  
September

Mary A. Russo  
Notary Public

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The Lake Level shown on this page at 479.9ft above sea level may vary one foot to 480.9ft above sea level for ease of construction.

*Handwritten:* TDB 12-1-89  
W. Lake 12-1-89  
R

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
90 JAN 26 PM 3:38

JUDGE OF PROBATE

*Handwritten:* Recd 1250  
Ind 300  
Cert 100

PROPOSED LAKE  
TWELVE OAKS SUBDIVISION  
20.62 AC. ±, 100' x 100' ±  
SHELBY COUNTY, ALA.  
MAY 1, 1989

ENGINEER'S CERTIFICATE  
I, D. G. HARRIS, a Professional Engineer, do hereby certify that the above is a true and correct copy of the original as shown to me by the owner.  
D. G. HARRIS  
Professional Engineer  
No. 12345  
Shelby County, Alabama