

ADDENDUM TO PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Thomas D. Bagley ("Bagley") is the owner of the real property located on a part of the NW $\frac{1}{4}$ of Section 22, Township 20 South, Range 1 West in Shelby County, Alabama, which said real property owned by Bagley is all Twelve Oaks Subdivision on Twelve Oaks Lake except Lot 12 this includes Lots 9, 10, 11, 13, 14, 15, 16 of Twelve Oaks Subdivision, as recorded in Map Book 13, Page 44, in the Office of Judge of Probate of Shelby County, Alabama; and,

Whereas, Thomas D. Bagley is also the owner of the following described real property:

The parcel being situated in the N. W. $\frac{1}{4}$ of the N. W. $\frac{1}{4}$ of Section 22, Township 20 South, Range 1 West and being more particularly described as follows; Commence at the Southeast corner of the N. W. $\frac{1}{4}$ of the N. W. $\frac{1}{4}$ of Section 22, Township 20 South, Range 1 West, Shelby County, Al.; Thence run West along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 315.39 feet to the Point of Beginning; Thence continue along the last described course a distance of 150.0 feet; Thence turn right 91°28'20" and run North a distance of 675.84 feet; Thence turn right 110°24'40" and run Southeasterly a distance of 419.58 feet; Thence turn right 145°43'25" and run Southwesterly a distance 250.58 feet; Thence turn Left 76°08'10" and run South a distance of 465.6 Ft. to the Point of Beginning.

Whereas, Thomas R. Davis and Elaine E. Davis is the owner of the following described property: Lot 12 of Twelve Oaks Subdivision, as recorded in Map Book 13, Page 44, in the Office of Judge of Probate of Shelby County, Alabama.

Whereas, the said real properties owned by Bagley and Thomas R. Davis and Elaine E. Davis are contiguous

Whereas, Bagley Thomas R. Davis and Elaine E. Davis desire to impose on the hereinabove described real property the restrictive covenants hereinafter set forth,

NOW, THEREFORE, in consideration of the premises, Bagley and Thomas R. Davis and Elaine E. Davis do hereby impose the following restrictions, limitations and covenants on and against said real property:

1. No building or structure shall be constructed or erected within

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445 Summit Dr
Birmingham Al. 35216

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SHELBY COUNTY JUDGE OF PROBATE
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25 feet of the lake without the prior written approval of the Architectural Control Committee of Twelve Oaks Subdivision.

2. No piers or obstructions shall be constructed or erected above or below the water level more than 12 feet from the 480.9 foot sea level shoreline.

3. No diesel or gasoline powered boat or other vehicle shall be operated on the lake at any time. No power-driven boat or motor boat shall be operated on the lake except those with electric motors.

4. The lake shoreline shall not be altered at any time without prior approval from 100% of the Contiguous Land Owners, except on Lot 16 where Bagley may enlarge lake prior to sale of this property to another party.

A. H. D. Ingram has the right to extend the Southern tip of the Lake into property due south of Twelve Oaks Subdivision by 250 feet agreeing to all Lake restrictions. Not more than 2 homes are to be built contiguous to the lake on this property without the 100% approval of the Architectural Control Committee of Twelve Oaks Subdivision.

5. No buildings or structures, other than the aforementioned piers, shall be erected within the lake, above or below the water surface, without the prior written approval of the Architectural Control Committee of Twelve Oaks.

6. Bagley shall be responsible for maintaining the dam on the lake and all valves and pipes on the lake for 2 years from today's date 1-8-93, at which time a Lake Control Committee shall be formed which shall assume the obligations and responsibilities of maintaining the dam, valves and piping within the lake.

7. The Lake Control Committee shall consist of all the owners of real property contiguous to the lake and in the event any one lot is owned by more than one person or legal entity, such lot shall be entitled to have only one member on the Lake Control Committee and each lot has 1 vote.

8. The Lake Control Committee shall be authorized to impose an assessment against each committee member in the amount of \$30.00 and no/100 (20.00) per year. The funds derived from such assessments shall be used for the maintenance and upkeep of the lake. Neither the assessment fee nor the obligations and responsibilities of maintenance and upkeep of the lake shall be amended without the unanimous consent of all members of the Lake Control Committee. Bagley's assessment will always remain at no more than \$30.00 total.

9. 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.

10. No dwelling or home shall be constructed within 250 feet of the 480.9 feet above sea level engineered shoreline of the lake which contain less than 1,800 square feet of livable heated area on one level or 2400 sq. feet of heated living area on two levels.

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

12. No Sheep, Cows, Goats, Pigs, Horses or other large animals over

40 lbs shall be allowed in or on lake's boarder.

13. On Lot 16, piers or any structures, within 25 feet of the Lake, are to be constructed only where the lake exceeds 47 feet in width.

14. This new agreement shall supersede the previous, signed agreement, recorded in Real Book 286, Pages, 860, 861, 862, 863, 864; at the Shelby County Court House.

IN WITNESS WHEREOF, the undersigned Thomas D. Bagley and Thomas R. Davis and Elanice E. Davis Have hereunto set their hand and seal on the day and year first above written.

15. No Sheep, cows, goats, pigs, and horses, or other large animals, shall be allowed in lake.

16. The lake shall not be used for any commercial use.

Elanice E. Davis 1/31/93
Thomas R. Davis 1/31/93

Thomas D. Bagley

Witness:

[Signature]

Michelle Davis

