

STATE OF ALABAMA)

COUNTY OF SHELBY)

**DECLARATION OF RESTRICTIVE COVENANTS
LAKE CAMERON ESTATES**

KNOW ALL MEN BY THESE PRESENTS, THAT:

Whereas, S & S Development, Inc. (herein "the Developer") has subdivided certain real property situated in Shelby County, Alabama into eight (8) lots (herein "Lots") as described in map and survey of Lake Cameron subdivision as recorded in Map Book 19, Page 82, in the Probate Office of Shelby County, Alabama (herein "the Property");

WHEREAS, the Developer desires to develop the Property into a residential estate subdivision to be known as Lake Cameron Estates subject to the restrictions and covenants set forth in this Declaration of Restrictive Covenants for Lake Cameron Estates (herein "the Declaration");

NOW, THEREFORE, the Developer does, upon recording hereof, declare and make the Property and each of the Lots included in the subdivision of the Property subject to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Declaration, all of which are declared to be in furtherance of a plan for the improvement of the Property in a desirable and uniform manner, and all of which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the property or any part thereof, and shall be for the benefit of each such owner of property or interest therein, and shall inure to the benefit of and be binding upon each successor in interest to the owners thereof.

INTENT

The intent of the developers of Lake Cameron Estates is to preserve for present and future lot owners a naturally beautiful environment in which the existing lake, slews and streams are left in an undisturbed state. For this reason each lot owner in Lake Cameron Estates is required to abide by the following restrictions: No trees larger than 5 inches in diameter (measured from a point 4 feet above the ground) may be removed. Any clearing, cutting or pastureland must be approved by the Developer and in no event shall any cutting of trees be allowed closer than forty (40) feet from the lot line except in the case of erecting a primary dwelling with the approval of the developer. No owner shall be allowed to dam up or alter the flow of the streams that enter or exit Lake Cameron, nor shall any owner be allowed to alter the dam or natural shoreline of the lake without the approval of the developer. Lot owners shall be allowed use of the lake water for sprinkler systems until the lake level has dropped more than 6 inches below its full pool.

ARTICLE 1

Land Use

1. The property will be used for residential purposes only and not for any business or trade. There shall be no cultivation of crops of any sort, except for gardens of reasonable size. No lot shall be sold or used for the purpose of extending any public or private road, street, alley or private driveway without the prior expressed written consent of the developer, his successors and assigns.

ARTICLE II

Building Requirements

1. **MINIMUM STRUCTURE SIZE OF PRIMARY DWELLING.** No lot shall contain more than one primary dwelling ("the dwelling") and no primary dwelling shall be erected on any lot which dwelling contains less than 1950 square feet of living space, for a single story dwelling. Any 1 1/2 story dwelling must contain at least 1700 square feet of living area on the first floor, with no less than a total of 2200 square feet of living area in the entire dwelling. Any two story dwelling must contain at least 2600 square feet of total living area, provided that the first floor contains no less than 1500 square feet of living area. On any two story structure, the area used for any vaulted foyer shall be added to the second floor square footage. Living space is defined as heated and finished area and does not include porches, garages, basements, carports or attics. For the purposes of these restrictions, "Lot" shall mean any Lot contained in the map recorded at Map Book _____, Page _____, Office of the Judge of Probate, Shelby County, Alabama and any further subdivided Lot as specifically authorized by this Declaration.

2. **EXTERIOR MATERIAL.** No dwelling or out building as hereinafter allowed shall use the following materials which shall be visible on the exterior of any such building: (a) concrete block; (b) stucco over concrete block, (c) asbestos shingles, (d) sheetrock, (e) imitation asphalt brick. All dwellings will have brick, dryvit, stone or an approved wood siding on all four sides of the foundation. All dwellings will have wood or wood clad windows; aluminum or metal clad windows are prohibited.

3. **SPECIAL DESIGN CRITERIA.** The roof pitch on any dwelling shall not be less than eight (8) and twelve (12). There will be no garage openings facing the front.

4. **DRIVEWAYS.** All driveways servicing any Lot shall be asphalt of crush and run material, concrete, or concrete with pea gravel. Only one entrance per lot shall be approved.

5. **BUILDING LOCATION.** No building shall be erected or allowed to remain on said property within 100 feet of the county road, property lines or within 50 feet of the shoreline, or within 30 feet of any side property line of said property except with approval in writing from the developer, his successors or assigns.

6. **FENCES.** All fences must be composed of wood with no barbed wire. Fences may not be erected to the rear of the dwelling house, on lots #1-7, but none shall be so erected nearer to

the lake than the front of any dwelling house. In any event, fences can not be erected closer than 75 feet from the highwater mark of the Lake. The rear of the dwelling is the side facing the Lake. The developer shall approve any proposed fencing.

7. **TEMPORARY STRUCTURES AND OUTBUILDINGS.** No mobile homes, temporary dwellings, stables or other buildings shall be built and used for residential purposes prior to the completion of the primary dwelling. No outbuilding shall be constructed any nearer the lake than the frontmost portion of any dwelling house. Stables, barns or other outbuildings may, subject to the approval of the developer, be constructed so long as such stable or barn is not used for residential purposes. The developer reserves right to approve or disapprove outbuilding design criteria.

8. **DESIGN CRITERIA.** The objective of the developer is to provide for the harmonious development of all of the Lots within the subdivision.

9. **SEPTIC TANKS.** All septic tanks must be of an approved type, such tanks together with adequate field lines must be approved and completely acceptable to the Shelby County Health Department. No septic tank or field line shall be constructed within 10 feet of an adjoining property line. No sewer or drainage lines shall be constructed or laid which shall empty on or become a nuisance to any adjoining Lot or Property line.

10. **ACCUMULATION OF REFUSE.** No lumber, metals or bulk materials (except lumber, metals and bulk materials as is usual in the maintenance of a private residence and which must be stored in such a manner so that it cannot be seen from adjacent and surrounding property), refuse or trash shall be kept, stored, or allowed to accumulate on any Lot, except building materials during the course of construction of any approved Structure. No harmful or noxious materials shall be stored, either inside any structure, if said materials pose any significant threat to public health or any outside structure, and safety or to individuals employed or living within or in proximity to such structures. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open on any day a pick-up is to be made. At all other times, trash and garbage containers shall be screened in such a manner so that they cannot be seen from adjacent and surrounding property. All trash and garbage containers shall be kept in a clean and sanitary condition. The developer, in his discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage and screening of the same on the Property.

11. **MINING.** To the extent of the interest of the Owner of a Lot, and except for construction approved under Article II, no Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing gas, coal, oil or other hydrocarbons, sulfur or other minerals, gravel or earth.

12. **EXTERNAL ANTENNAS.** No external antennas of any kind shall be allowed with the exception of one satellite dish per lot. All satellite dishes must be surrounded by an evergreen hedge of foliage at least 6 feet in height.

13. **INOPERABLE VEHICLES.** No inoperable vehicle, boat, boat trailer, house trailer, trailer, motor home or any similar items shall be stored in the open on any Lot for a period of time in excess of twenty-four (24) hours unless such item is not visible from any adjoining lot or any public street.

14. **CLOTHES LINES.** No clothing or any other household fabrics shall be hung in the open on any Lot unless the same are hung from an umbrella or retractable clothes hanging device which is removed from view when not in use or unless the same are enclosed by a fence or other enclosure at least six inches higher than such hanging articles, provided such fence or other enclosure is approved by the developer.

ARTICLE III

Architectural Control

1. **APPROVAL OF DEVELOPER.** No structure, building, or fence shall be commenced, erected, placed, moved onto or permitted to remain on any Lot within the Property, nor shall any existing structure upon any Lot within the Property be altered in any way which materially changes the exterior appearance thereof until the same is submitted to and approved by the developer. The developer will be provided with such plans and specifications which will be in a form and shall contain such information as may be required by the developer and shall include, but not necessarily be limited to:

- A. A site plan of the Lot showing the location, height, and exterior design (including a summary of all proposed materials together with samples of exterior materials and paint colors) of all buildings and improvements proposed to be constructed on the Lot; and
- B. A grading and drainage plan for the Lot.

2. **EVIDENCE OF APPROVAL.** The approval of the developer shall be evidenced in written permit executed by the developer and signed by both developer and applicant. Therefore, the written permit shall be executed in duplicate with one copy retained by the applicant and one copy retained by the developer.

3. **BASIS FOR DISAPPROVAL OF PLANS.**

- A. The scope of the review by the developer shall be limited to the appearance only. THE DEVELOPER DOES NOT ASSUME OR ACCEPT BY THE FILING HERE OF ANY RESPONSIBILITY OR AUTHORITY TO REVIEW STRUCTURAL SOUNDNESS, COMPLIANCE WITH BUILDING OR ZONING CODES OR STANDARDS, OR ANY OTHER FACTORS.

B. The developer shall have the right to disapprove any plans and specifications submitted for approval for any of the following reasons:

- 1) failure of such plans and specifications to comply with the covenants and restrictions herein set forth:

- 2) failure to include information in such plans and specifications as may have been reasonable requested by the developer.
- 3) reasonable objection to the exterior design, appearance or materials proposed to be used in any proposed structure;
- 4) incompatibility of any proposed structure or improvement or use thereof with existing structures or uses upon other Lots in the Property;
- 5) objection to the site plan, clearing plan, drainage plan for any parcel;
- 6) failure of plans to take into consideration the particular topography, vegetative characteristics, and natural environ of the Lot;
- 7) any other matter which, in the judgement of the developer would render the proposed structure, improvement or uses inharmonious with the general plan of improvement of the Property or with structures, improvements, or uses located upon other Lots in the Property.

4. **FAILURE TO OBTAIN APPROVAL.** If any structure or improvement shall be altered, erected, placed or maintained upon any Lot, or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the developer pursuant to the provisions of this Article III, such alteration, erection, maintainance or use shall be deemed to have been undertaken in violation of this covenant, and without the approval required herein, and, upon written notice from the developer, any such structure or improvement as altered, erected, placed or maintained be terminated, so as to extinguish such violation.

If fifteen (15) days after the notice of such a violation the owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same, the developer shall have the right, through his agents and employees, to enter upon such lot and to take such steps as may be necessary to extinguish the violation and the cost thereof shall be a binding, personal obligation of such owner as well as alien (enforceable in the same manner as a mortgage) upon the Lot in question. The lien provided in this covenant shall not be valid as against a *bona fide* purchaser (or *bona fide* mortgagee) of the Lot in question unless a suit to enforce said lien shall have been filed in a court of record in Shelby County prior to the recordation among the Land Records of Shelby County of the deed (or mortgage) conveying the Lot in question to such purchaser (or subjecting the same to such mortgage).

5. **DURATION.** The obligations of the developer as to the Architectural Control of Lake Cameron Estates rights and obligations relative to the Property and the Lots within the subdivision shall terminate upon the earlier of:

A. the date that a primary dwelling has been constructed and completed on the last Lot in the subdivision, that is to say, all Lots within the subdivision shall at that time have primary dwellings constructed upon them; or

B. Three years from the date of this Declaration.

6. **DEVELOPER'S OPTION TO EXTEND.** Notwithstanding the foregoing Article III, Paragraph 5 A and B, the developer may, in his sole discretion, and upon written notice to the then fee owners of the Lots extend the initial term of these restrictions. The developer shall also record with the Judge of Probate of Shelby County, Alabama a document indicating such extension.

7. **EFFECT OF TERMINATION OF DEVELOPER CONTROL ON BUILDING REQUIREMENTS.** In the event the Developer's obligations are terminated pursuant to Article III, Paragraph 5 A and B above, the building requirements as set forth hereinabove in Article II inclusive shall remain in place and binding upon the Property and the Lots and shall be enforceable by the Property owners as hereinafter set out.

ARTICLE IV

Further Subdivision

1. No Lots shall be further subdivided.

ARTICLE V

Miscellaneous

1. **ANIMALS.** No dog kennels for commercial purposes will be allowed. Horses shall be allowed but in any event no more than three (3) horses shall be allowed on Lots #1, 3, 4, 5, 6, 7. No more than 6 horses on Lot #8 and no more than 2 horses on Lot #2. No cows, pigs, goats, or chickens, and no commercial breeding of any animals shall be allowed.

2. **NUISANCES.** No obnoxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Property or neighborhood.

3. **CONSTRUCTION TIME LIMITS.** When construction of any building is once begun, work thereon must be prosecuted diligently and continuously with the exposed exterior completed within 6 months and final completion in its entirety within 12 months.

4. **SIGNS.** No sign of any kind shall be displayed to the public view on any Lot except, one sign of not more than 5 square feet advertising the Property for sale or rent, or signs used by a builder to advertise the Property during construction and sale period.

5. **PIERS.** The developer discourages piers but may give approval on a case by case basis subject to developer approving design.

6. **BOATS.** Boats will be restricted to a length of 15 feet and electric motors.

7. **UTILITIES.** Developer, reserves himself, his successors and assigns, the right to grant rights-of-way to use all streets and roadways to any person, firm or corporation for the purpose of erecting thereon and installing thereover such poles, wires, guy wires, pipelines and other equipment or apparatus as may be necessary or desirable for the purpose of supplying the

premises adjacent thereto with electricity, telephone, water, sewer and gas service, including, but not restricted to, the right to trim trees where necessary or advisable for the safe operation thereof.

8. **APPEARANCE.** Careful planning is to be exercised on the first 100 feet inland from shoreline of water to maintain the cleanliness and beauty of the lake. Strict attention will be paid to keeping the lake clean. Bottles, cans, paper products, styrofoam, and other boyant items will be controlled and not allowed to blow or roll into water. No drain will be installed whereby it can pollute the water.

9. **HUNTING AND FISHING.** No hunting of any kind shall be allowed. No firearms shall be discharged on the Property. Alabama creel limits shall apply; however a minimum length of 14 inches applies to all species of bass. No trotlines or seine nets shall be allowed.

10. **GRANTEE'S ACCEPTANCE.** The grantee of any Lot subject to the coverage of this Declaration, by acceptance of the deed or other instrument conveying an interest in or title to, or the execution of a contract for the purpose thereof, whether from Developer or a subsequent owner of such Lot, shall accept such deed or other contract upon and subject to each and all of these restrictions herein contained.

11. **INDEMNITY FOR DAMAGES.** Each and every Lot owner and future Lot owner, in accepting a deed or contract for any Lot subject to this Declaration, agrees to indemnify Developer for any damage caused by such owner, or the contractor, agent, or employees of such owner, to roads, streets, gutters, walkways or other public ways, including all surfacing thereon, or to water, drainage or storm sewer lines or samitary sewer lines owned by Developer, or for which Developer has responsibility, at the time of such damage.

12. **SEVERABILITY.** Every one of the provisions and restrictions is hereby declared to be independent of, and severable from the rest of the provisions and restrictions and of and from every other one of the provisions and restrictions. Invalidation by any court of any provision or restriction in this Declaration shall in no way affect any of the other Provisions or restrictions which shall remain in full force.

13. **RIGHT OF DEVELOPER TO MODIFY RESTRICTIONS WITH RESPECT TO UNSOLD LOTS.** With respect to any unsold Lot, Developer may include in any contract or deed hereafter made or entered into, such modifications and/or additions to this Declaration as Developer in his discretion desires.

14. **NO REVERTER.** No restriction herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

15. **DURATION AND AMENDMENT.** The restrictions contained in this Declaration shall run with and bind the Property, shall inure to the benefit of and shall be enforceable by Developer and the owner of any Lot included in the Property, their respective legal representatives, heirs, successors and assigns until the 31st day of December, 2010, after which time said restrictions shall be automatically extended for successive periods of ten years. With the exception of the

rights of Developer contained in Article V Paragraph 7 herinabove, this Declaration may not be amended in any respect except by the execution of an instrument signed by not less than 51% of the Lot owners, which instrument shall be filed for recording among the Land Records of Shelby County, Alabama, or in such place of recording as may be appropriate at the time of the execution of such instrument. After December 31, 2010, this Declaration may be amended and/or terminated in its entirety by an instrument signed by not less than 51% of the Lot owners which instrument shall be filed for recording among the Land Records of Shelby County, Alabama, or in such place of recordings as may be appropriate at the time of the execution of such instrument.

16. ENFORCEMENT. In the event of a violation or breach of any of these restrictions or any amendments thereto by any owner of a Lot or employee, agent or lessee of such owner, the owner(s) of Lot(s), Developer, their successors and assigns, or any party to whose benefit these restrictions inure shall have the proceed at law or in equity to compel compliance with the terms and conditions hereof, to prevent the violation or breach of said restrictions, to sue for and recover damages or other dues, or take all such courses of action at the same time, or such other legal remedy it may deem appropriate. No delay or failure on the part of an aggrieved party to initiate an available remedy set forth herein shall be held to be a waiver of that party or an estoppel of that party or of any other party to assert any right available to him upon the recurrence of a different violation.

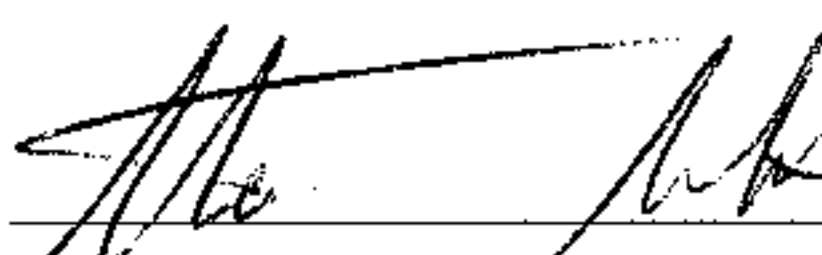
Damages shall not be deemed adequate compensation for any breach of violation of any provision hereof, but any person or entity entitled to enforce any provision hereof shall be entitled specifically to relief by way of an injunction as well as any other available relief either at law or in equity.

Any party to proceeding who succeeds in enforcing a restriction or enjoining the violation of a restriction against a Lot owner may be awarded a reasonable attorney's fee against such Lot owner.

17. NO WAIVER. The failure of any party entitled to enforce any of these restrictions herein contained shall in no event be considered a waiver of the right to do so thereafter, as to same violation or breach or as to such a violation or breach occurring prior or subsequent thereto; provided, however, that approval of plans pursuant to Article III shall be binding on any and all parties as a conclusive determination that such plans are in conformity with the restrictions.

IN WITNESS WHEREOF, the undersigned as the owner of the Property has caused this Declaration to be executed as of the 17 day of JANUARY - 1995.

S & S Development, Inc.

By: 
Its President

S & S Development, Inc.

By: Steve Schencker
Its President

STATE OF ALABAMA)

COUNTY OF SHELBY)

*I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that
Steve Schencker whose name as President of S & S Development Company,
is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day
that, being informed of the contents of the instrument, he, as such officer and with full authority,
executed the same voluntarily for and as the act of said corporation.*

Given under my hand and official seal, this the 17th day of January - 1995.

Leida S. Nicholson
Notary Public

Inst # 1995-01884

01/24/1995-01884
08:38 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
009 MCD 28.50