

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by  
GEORGE R. DREHER, L. DOUGLAS JOSEPH, PAUL A. DREHER, AND FRANK R.  
BRAGAN, hereinafter referred to as "Declarants".

WITNESSETH

WHEREAS, Declarants are the owners of the following described  
individual parcels of property situated in Shelby County, Alabama,  
more particularly described as follows, to wit:

Parcel #1

From the N.W. corner of the SE 1/4 - SE 1/4 of Section 14, T20S-  
R1W, being the point of beginning of herein described parcel of  
land, run thence South along the West boundary of said SE 1/4 - SE  
1/4 a distance of 693.50 feet; thence turn 90 degrees 00' left and  
run 385.18 feet; thence turn 55 degrees, 33 minutes 20 seconds left  
and run 145.68 feet; thence turn 35 degrees 03 minutes 25 seconds  
right and run 169.52 feet; thence turn 21 degrees 45 minutes 30  
seconds left and run 761.23 feet to a point on the North boundary  
of aforementioned SE 1/4 SE 1/4; thence turn 137 degrees 38 minutes  
30 seconds left and run 1184.18 feet to the point of beginning of  
herein described parcel of land containing 12.62 acres.

Parcel #2

From the N.W. corner of the SE 1/4 - SE 1/4 of Section 14, T20S-  
R1W, run thence South along the West boundary of said SE 1/4-SE 1/4  
a distance of 693.50 feet to the point of beginning of herein  
described parcel of land; thence continue along said course a  
distance of 693.43 feet to the SW corner of said SE 1/4 - SE 1/4;  
thence turn 92 degrees 28 minutes 44 seconds left and run 460.0  
feet along the South boundary of said SE 1/4 - SE 1/4; thence turn  
49 degrees 38 minutes 40 seconds left and run 1735.65 feet to a  
point on the North boundary of the SW 1/4 - SW 1/4 of Section 13,  
T20S-R1W; thence turn 129 degrees 24 minutes 10 seconds left and  
run 200.0 feet to the NE corner of the SE 1/4 - SE 1/4 of Section  
14, T20S-R1W; thence turn 01 degrees 37 minutes 39 seconds right  
and run 135.49 feet; thence turn 42 degrees 21 minutes 30 seconds  
left and run 761.23 feet; thence turn 21 degrees 45 seconds 30  
seconds right and run 169.52 feet; thence turn 35 degrees 03  
minutes 25 seconds left and run 145.68 feet; thence turn 55 degrees  
33 minutes 20 seconds right and run 385.18 feet to the point of  
beginning of herein described parcel of land, containing 18.55  
acres.

Parcel #3

From the S.W. corner of the SE 1/4-SE 1/4 of Section 14, T20S-R1W,  
run thence East along the South boundary of said SE 1/4-SE 1/4 a  
distance of 460.0 feet to the point of beginning of herein  
described parcel of land; thence continue along said course a  
distance of 466.10 feet; thence turn 44 degrees 35 minutes 49  
seconds left and run 1421.12 feet; thence turn 92 degrees 52  
minutes 24 seconds left and run 480.57 feet to a point on the North  
boundary of the SW 1/4-SW 1/4 of Section 13, T20S-R1W; thence turn  
92 degrees 10 minutes 26 seconds left and run 1735.65 feet to the  
point of beginning of herein described parcel of land containing  
14.91 acres.

Inst # 1997-20206

02/27/1997-20206  
03:09 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
005 NCD 18.50

1997-20206

PARCEL #4

From the S.W. corner of the SE 1/4-SE 1/4 of Section 14, T20S-R1W, run thence East along the South boundary of said SE 1/4-SE 1/4 a distance of 926.10 feet to the point of beginning of herein described parcel of land; thence continue along said course a distance of 400.0 feet to the N.W. corner of Section 24, T20S-R1W; thence turn 92 degrees 36 minutes 52 seconds right and run 196.81 feet along the West boundary of said Section 24 to a point on the North boundary of an Alabama Power Company 100 foot Right-of-way; thence turn 86 degrees 08 minutes 07 seconds left and run 513.06 feet along said R.O.W. boundary; thence turn 103 degrees 39 minutes 45 seconds left and run 247.13 feet to a point on the North boundary of Section 24; thence continue along said course a distance of 777.33 feet; thence turn 127 degrees 24 minutes 49 seconds left and run 1085.17 feet to the point of beginning of herein described parcel of land, containing 10.13 acres.

Parcel #5

From the S.W. corner of Section 13, T20S-R1W, run thence East along the South boundary of said Section 13 a distance of 470.0 feet to the point of beginning of herein described parcel of land; thence turn 98 degrees 19 minutes 07 seconds left and run 777.33 feet; thence turn 52 degrees 35 seconds 11 minutes right and run 335.95 feet; thence turn 47 degrees 06 minutes 21 seconds right and run 365.59 feet; thence turn 115 degrees 46 minutes 29 seconds right and run 535.25 feet; thence turn 35 degrees 28 minutes 01 seconds left and run 530.25 feet to a point on the South boundary of said Section 13; thence continue along said course a distance of 277.80 feet to a point on the North boundary of an Alabama Power Company 100 foot right-of-way; thence turn 103 degrees 39 minutes 45 seconds right and run 325.85 feet along said R.O.W. boundary; thence turn 76 degrees 20 minutes 15 seconds right and run 247.13 feet to the point of beginning of herein described parcel of land, containing 10.33 acres.

PARCEL #6

From the S.W. corner of Section 13, T20S-R1W, run thence East along the South boundary of said Section 13 a distance of 790.0 feet to the point of beginning of herein described parcel of land; thence turn 98 degrees 19 minutes 07 seconds left and run 530.25 feet; thence turn 35 degrees 28 minutes 01 seconds right and run 535.25 feet; thence turn 64 degrees 13 minutes 31 seconds right and run 406.17 feet to a point on the East boundary of SW 1/4-SW 1/4 of said Section 13; thence turn 90 degrees 00 minutes right and run 991.50 feet to the S.E. corner of said SW 1/4-SW 1/4; thence continue along said course a distance of 321.92 feet to a point on the North boundary of an Alabama Power Company 100 foot right-of-way; thence turn 93 degrees 58 minutes 13 seconds right and run 504.08 feet along said R.O.W. boundary; thence turn 76 degrees 20 minutes 15 seconds right and run 277.80 feet to the point of beginning of herein described parcel of land, containing 16.42 acres.

PARCEL #7

From the S.W. corner of the SE 1/4 - SW 1/4 of Section 13, T20S-R1W, being the point of beginning of herein described parcel of land, run thence North along the West boundary of said SE 1/4 - SW 1/4 a distance of 1331.50 feet to the N.W. corner thereof; thence turn 88 degrees 26 minutes 38 seconds right and run 669.86 feet to the N.W. corner of the W 1/2 - SE 1/4 - SW 1/4; thence turn 91 degrees 33 minutes 06 seconds right and run 1333.63 feet to the S.E. corner of said W 1/2 - SE 1/4 - SW 1/4; thence turn 88 degrees 37 minutes 51 seconds right and run 669.91 feet to the point of beginning of herein described parcel of land, containing 20.49 acres.

PARCEL #8

From the N.E. corner of the SW 1/4-SW 1/4 of Section 13, T20S-R1W, being the point of beginning of herein described parcel of land, run thence South along the East boundary of said SW 1/4-SW 1/4 a distance of 340.0 feet; thence turn 90 degrees 00 minutes and run 771.75 feet; thence turn 40 degrees 01 minute 15 seconds right and run 480.57 feet to a point on the North boundary of said SW 1/4-SW 1/4; thence turn 138 degrees 25 minutes 23 seconds right and run 1140.20 feet to the point of beginning of herein described parcel of land, containing 7.19 acres.

NOW THEREFORE, Declarants hereby declares that all of the parcels described above shall be held, sold and conveyed subject to the following restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. Portions of the subject property to be so encumbered have been subsequently conveyed and the under signed Declarants are all the record title holders and wish, desire to so encumber their respective parts and parcels.

RIGHT OF FIRST REFUSAL: Declarants do hereby grant, bargain and convey, each to the other, and do subject, restrict and impose upon each parcel herein above described, the "right of first refusal" to purchase said parcel, under the same terms, prior to the Declarant accepting final third party offer.

1. RESIDENTIAL USE AND BUILDING TYPE. No parcel shall be used except for residential purposes. No building (for human occupancy / living purposes) shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling. Barns and other out structures are permitted.

2. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any parcel until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with surroundings and existing structures, and as to location with respect to property lines, lake shore, topography and finish grade elevation.

3. NUISANCES. No noxious or offensive activity shall be carried on upon any residential lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

4. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently unless otherwise approved by the architectural control committee.

5. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

6. OIL AND MINING OPERATIONS. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

7. GARAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not

be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

8. ARCHITECTURAL CONTROL COMMITTEE. The architectural control committee is composed of George R. Dreher, L. Douglas Joseph, Paul A. Dreher, and Frank R. Bragan. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.

9. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

10. NO INDIVIDUAL PARCEL MAY BE SUBDIVIDED OR RE-CONVEYED OTHER THAN BY ITS ENTIRETY.

11. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.


12. SEVERABILITY. Invalidation of any one of these covenants by judgement or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

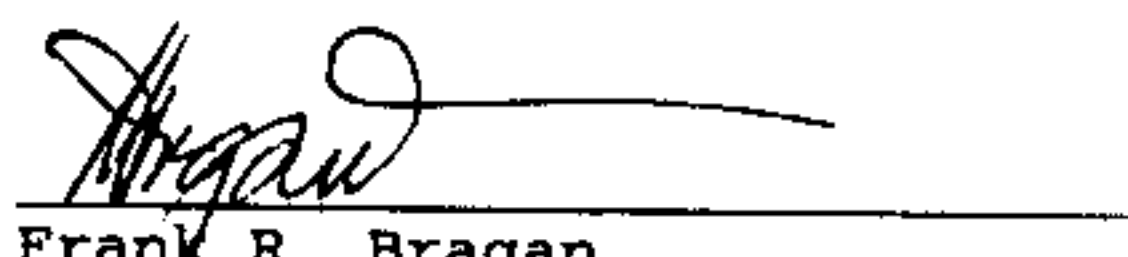
These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for a successive period of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hands and seal this the 30th day of May, 1997.

  
George R. Dreher

  
L. Douglas Joseph

  
Paul A. Dreher

  
Frank R. Bragan

STATE OF ALABAMA     )  
COUNTY OF JEFFERSON   )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **GEORGE R. DREHER, PAUL A. DREHER, AND FRANK R. BRAAGAN** whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.     .....

May     Given under my hand and official seal, this the 30<sup>th</sup> day of 1997.

Helen Napin Walker  
Notary Public

My Commission Expires: 4/11/98

STATE OF ALABAMA     )  
COUNTY OF JEFFERSON   )

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

May     Given under my hand and official seal, this the 30<sup>th</sup> day of 1997.

Helen Napin Walker  
Notary Public

My Commission Expires: 4/11/98

Inst # 1997-20206

06/27/1997-20206  
03:09 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
005 MCD 18.50