

State of Alabama
Shelby County

12/21/1998-50883
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03:29 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DORIS C. HAYES, JUDGE
11.00

**Restrictive Covenants for
Beeswax Cove**

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, James H. Benson and Donna H. Benson are the owners of the above-described subdivision, and whereas, they desire to subject said property to the conditions, limitations, and restrictions hereinafter set forth,

NOW THEREFORE, the undersigned do hereby expressly adopt the following protective covenants, conditions, and limitations for said subdivision and the same shall be and are hereby subject to the following conditions, limitations, and restrictions.

1. The premises shall be conveyed and shall be used exclusively for residential purposes, except as to those lots designated as business or commercial areas on the map Beeswax Cove, and no more than one single family dwelling house may be erected on each residential lot, nor more than one other building for garage or storage purposes in connection herewith. Outside buildings must compliment residence. Portable type buildings are prohibited.
2. Buildings shall be neat in appearance and no building or structure shall be moved, constructed or erected on the premises that may be considered detrimental to the development. Condemned homes bought at another location shall not be moved on the premises. Wood exteriors shall be stained or painted with tow coats of paint or stain.
3. No outside toilets shall be allowed and sanitary arrangements must comply with State and Local laws and regulations.
4. No residence of less than 1,200 square feet of heated area shall be erected or constructed on each lot.
5. There shall be no building, porch, or projection extending within fifteen (15) feet from the property line of any abutting property owner.
6. Owner and its successors and assignees shall have the right to locate and install drains where necessary, and to cause or permit drainage of surface water over and/or through any of the aforesaid lots.
7. No animal or fowl shall be kept or maintained on said property, but nothing herein shall be construed to prevent or prohibit the owner from keeping as a domestic pet, a cat, dog, or birds with a limit of two pets.
8. Modular homes, house trailers, travel trailers, and motor homes shall be prohibited on any lots, and temporary structures of any type will be prohibited without special permission from Beeswax Cove or assigns.
9. No lot may be subdivided or reduced in size by voluntary alienation, judicial sale or other proceedings, except at the direction and with the written consent of Beeswax Cove or their successors or assigns.

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10. No lot shall be sold or used for the purposes of extending any public or private road, street or alley or for the purpose of opening any road, street or alley except by the prior written consent of Beeswax Cove, its successors and assigns.
11. These restrictions shall be considered as covenants, running with the land and shall bind the purchaser and his heirs, executors, administrators, and all future assigns of said premises or any part or parts thereof. These said covenants shall be or may be changed by a majority of the owners of the lots in this subdivision after twenty-five (25) years from the date hereof.
12. The exterior finish and general cleanup of construction must be completed within one year after starting construction of cottage. Any unfinished or temporary type material s prohibited for use on the exterior of any residence built in Beeswax Cove.

IN WITNESS WHEREOF, the undersigned owners, have hereunto set their hands and seals, this 2nd day of July, 1998.

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