

THIS INSTRUMENT WAS PREPARED BY:

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STATE OF ALABAMA
SHELBY COUNTY



20060329000145930 1/4 \$20.00
Shelby Cnty Judge of Probate, AL
03/29/2006 10:44:27AM FILED/CERT

**MUTUAL COVENANTS CONCERNING LAKE
LOCATED ON LOTS 1, 2, 6, AND 7,
AARON WOODS, MAP BOOK 30, PAGE 33,
PROBATE OFFICE OF SHELBY COUNTY, ALABAMA**

WHEREAS, the undersigned are the current owners of Lots 1, 2, 6, and 7, according to the survey of Aaron Woods, as recorded in Map Book 30, Page 33, in the Probate Office of Shelby County, Alabama, which said subdivision is located on Shelby County Highway 32, Shelby County, Alabama; and

WHEREAS, the above owners have constructed a lake of approximately 4.2 acres in size, which is adjacent to and covers portions of the above described lots; and


WHEREAS, the above owners desire to create certain rules and restrictions covering the use of said lake.


THE ABOVE CONSIDERED, the undersigned owners agree and covenant with each other as follows:

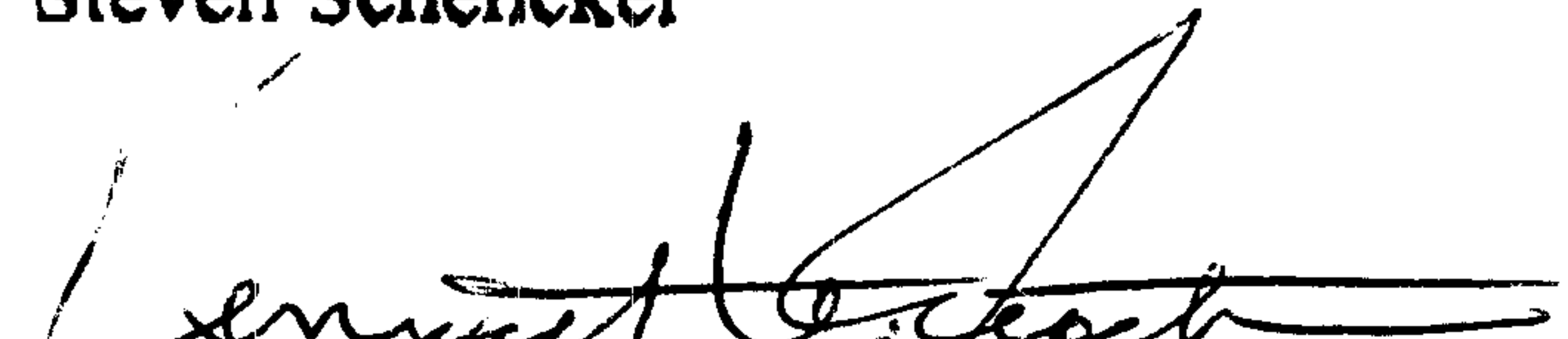
1. Each owner shall have unlimited access to all portions of the lake.
2. The lake is for the exclusive use of the four lot owners entering into this agreement and/or their guests.
3. There shall be no gasoline powered watercraft allowed on the lake. Only small watercraft with trolling motors, canoes, or personally powered watercraft shall be allowed.
4. All expenses for maintenance of the lake and the dam shall be shared equally by the owners, their successors and/or assigns. These expenses shall include but are not limited to lake maintenance, stocking of said lake, maintenance of mechanical devices, maintenance of flood control devices, maintenance of vegetation necessary to maintain the dam, etc.
5. Each lot owner is allowed to construct improvements (i.e. piers, docks, decks) along their respective water frontage for exclusive use by them and/or their guests. The area of the improvements built over the water is limited to 400 square feet, and shall not extend more than 25 feet from the shoreline into the lake.
6. Each lot owner shall be responsible for maintaining a liability insurance policy with regard to the lake and any improvements they may construct along their lots portion of the water frontage.
7. These restrictions may be amended by majority vote of the lot owners with each lot being entitled to one vote.

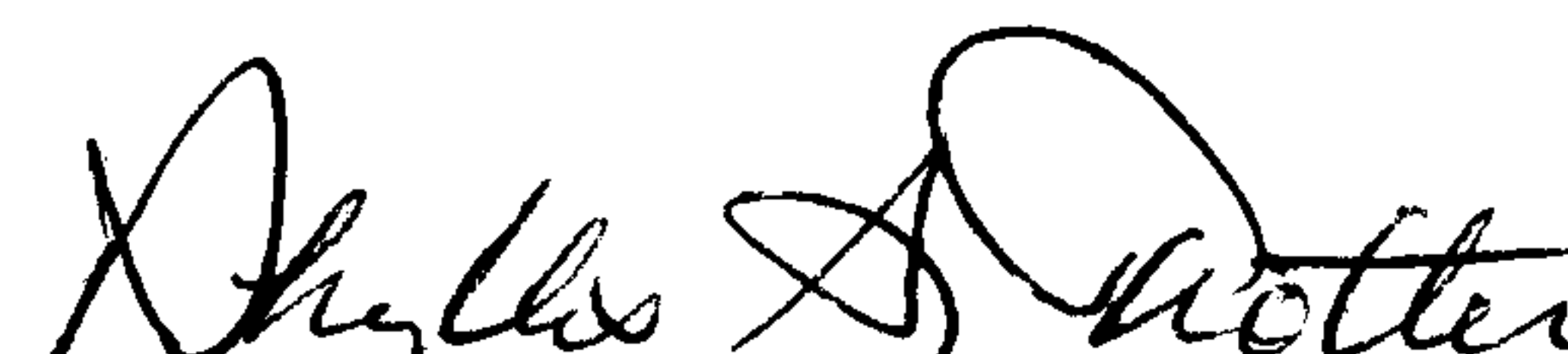
Current owners agree that the above covenants shall run with the land and inure to the benefit of the owners, their heirs, successors, and assigns. Furthermore, current owners agree that a copy of these restrictions shall be recorded in the Probate Office of Shelby County, Alabama.

IN WITNESS WHEREOF, we have hereunto set our signatures and seals, this 28 day of March, 2006.



Steven Schencker


David S. Jones


Kenneth V. Trotter


Phyllis S. Trotter

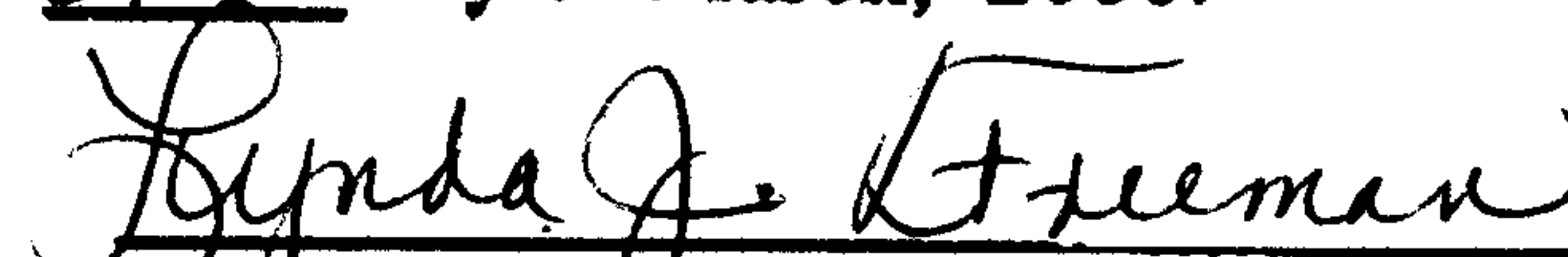
SUDDEN DEVELOPMENT, INC.


by: Mitchell Schencker, its President

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Steven Schencker, whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28th day of March, 2006.


Notary Public

My Commission Expires: July 5, 2009



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**STATE OF ALABAMA
SHELBY COUNTY**

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that David S. Jones, whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28th day of March, 2006.

Synda J. Freeman
Notary Public

My Commission Expires: July 5, 2009

**STATE OF ALABAMA
SHELBY COUNTY**

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Kenneth V. Trotter, whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28th day of March, 2006.

Synda J. Freeman
Notary Public

My Commission Expires: July 5, 2009

**STATE OF ALABAMA
SHELBY COUNTY**

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Phyllis S. Trotter, whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28th day of March, 2006.

Synda J. Freeman
Notary Public

My Commission Expires: July 5, 2009



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**STATE OF ALABAMA
SHELBY COUNTY**

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Mitchell Schencker, whose name as President of Sudden Development, Inc., 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, as such officer and with full authority, executed the same voluntarily on the day the same bears date, for and as the act of said corporation.

Given under my hand and official seal this 28th day of March, 2006.

Lynnda J. Freeman
Notary Public

My Commission Expires: July 5, 2009

