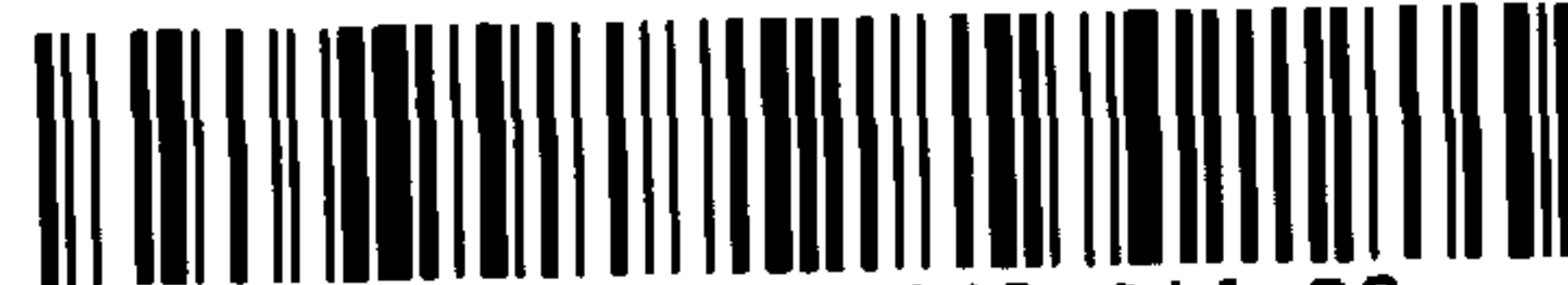


5336 Stadium Trace Parkway
Suite #104
Hoover, Alabama 35244



20060914000457810 1/2 \$14.00
Shelby Cnty Judge of Probate, AL
09/14/2006 01:54:06PM FILED/CERT

HOV0600157

**MUTUAL CONVENANTS CONCERNING LAKE LOUISE
LOCATED ON LOTS 1, 3, 4, AND 5, MAP BOOK 33, PAGE 40,
PROBATE OFFICE OF SHELBY COUNTY, ALABAMA**

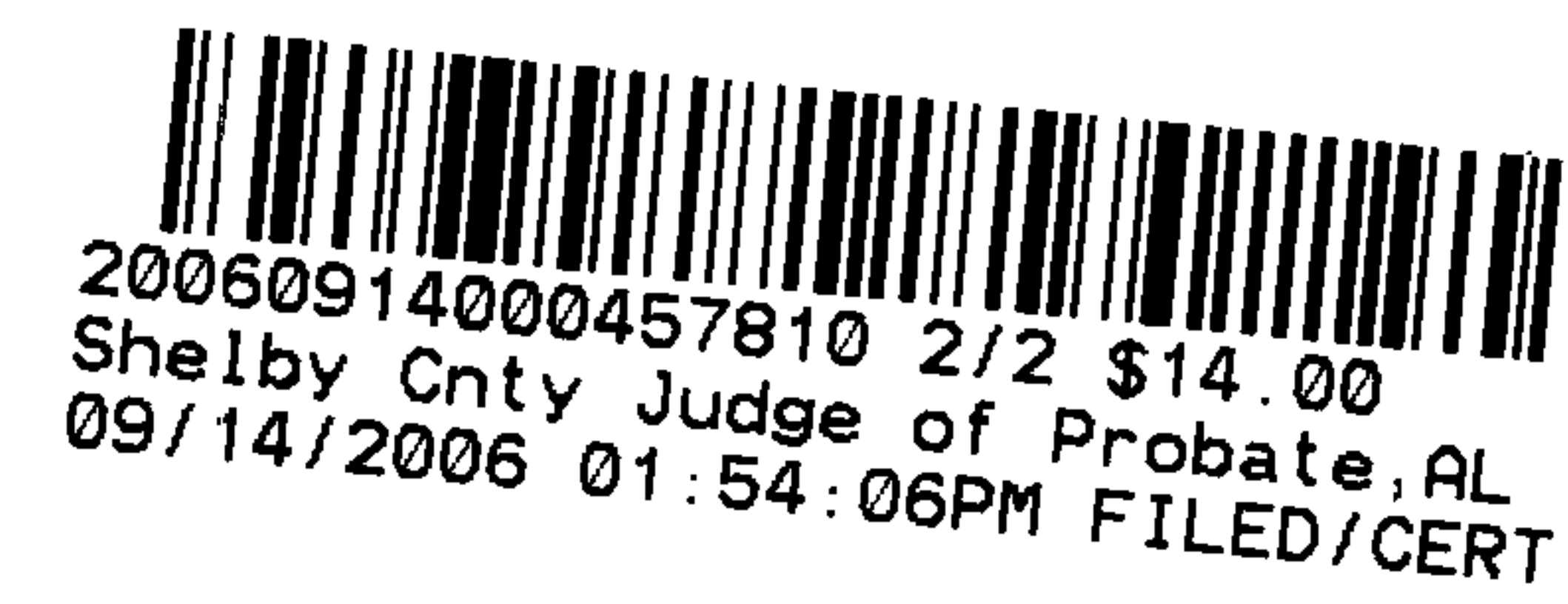
WHEREAS, the undersigned are the current owners of Lots 1, 3, 4, and 5 according to the survey of Lake Louise, as received in Map Book 33, page 40, in the Probate Office of Shelby County, Alabama, which said subdivision is located on Shelby County Highway 51, Shelby County, Alabama; and

WHEREAS, the above owners have constructed a lake of approximately 5 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 from their property or personal watercraft.
2. The lake is for the exclusive use of the 3 lot owners entering into this agreement and/or their guests.
3. There shall be no gasoline-powered watercrafts allowed on the lake. Only small watercraft with trolling motors, canoes, or personally powered watercraft shall be allowed.
4. The owners, their successors and/or assigns shall share all expenses for maintenance of the lake and the dam equally. 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, fertilizing, and inspections by outside management company, 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 300 square feet and shall not extend more than 20 feet from the shoreline in the lake.
6. Each lot owner shall be responsible for maintaining a liability policy with regard to the lake and any improvements they may construct along their lot's portion of the water frontage.
7. Any improvements (i. e., piers, docks, decks,) structure added or any excavation shall fall under covenant restrictions for Lake Louise or subject to architectural approval.
8. All owners and/or their guest shall not be allowed to use live bait (i.e. minnows or shad). Any and all owners shall be solely responsible for returning lake to its natural balance if violations occur. Southeastern Pond Management shall be called in case of violations.
9. These restrictions may be amended by majority vote of the lot owners with each lot being entitled to one vote.
10. Any matter requiring a majority vote shall fall under the covenant of Lake Louise, including but not limited to architectural approval.



Current owners agree that the above covenants shall run with the land and insure 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 24 day of May 2006.



James T. Cooper



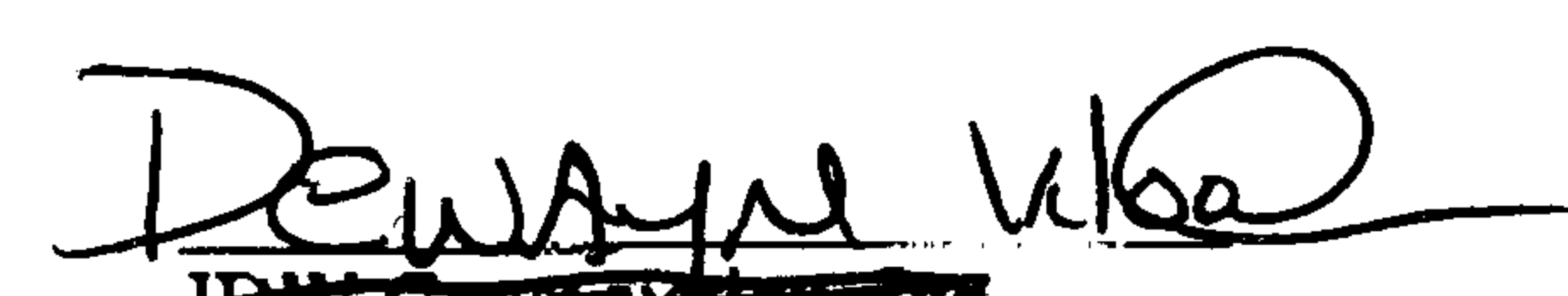
Dion James



Jane L. Cooper



Angela James



~~JDW Construction, Inc.~~
By Dewayne Wood,
It's President

STATE OF ALABAMA
SHELBY, COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Dewayne Wood, whose names (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 24 day of May 2006.



Notary Public

My commission Expires: 6-9-2007