


STATE OF ALABAMA     )  
SHELBY COUNTY         )

  
20071121000533300 1/5 \$23.00  
Shelby Cnty Judge of Probate, AL  
11/21/2007 11:22:23AM FILED/CERT

### PROTECTIVE COVENANTS

This agreement for Protective Covenants is entered into by and between **Peter J. Clemens, III** and wife, **Carol J. Clemens** ( collectively "**Clemens**") and **Oak Mountain Presbyterian Church**, an Alabama nonprofit corporation ("**OMPC**") on this the 19th day of November, 2007.

WHEREAS, Clemens and OMPC have agreed for Clemens to make a gift of two parcels of real property to OMPC; and

WHEREAS, Clemens will execute a statutory warranty deed for conveyance of the said real property; and

WHEREAS, as a material consideration for the gift of said real property, the parties agree that certain protective covenants shall be recorded to run with the said real property and be recorded at the same time as the deeds are recorded; and

WHEREAS, the parties wish to agree to certain covenants which will protect and enhance their properties; and

WHEREAS, the parties wish to carry out and execute the terms of their agreement by recording the said protective covenants.

NOW, THEREFORE, for and in consideration of the following mutual covenants and conditions, the parties agree as follows:

1. The protective covenants contained herein shall apply to all real property described on Exhibit "A" attached hereto and made a part hereof by reference as if fully set out herein.

2. Because Exhibit "A" describes two parcels of real property, the protective covenants shall apply to the extent possible based upon the actual physical location of the property and the objective of each protective covenant.

3. The said protective covenants shall be binding on and inure to the benefit of Clemens, their heirs, successors and assigns, and OMPC, its successors and assigns.

4. For purposes herein, the frontage of the subject property shall be along Cahaba Valley Trace (Shelby County Highway No. 14). As used herein the term "southerly property line" shall mean the boundary line of the property described in Exhibit "A" running approximately from Highway 119 and the southeast corner of the property described as Parcel II to the approximate southwest corner of the property described as Parcel I.



5. The protective covenants shall run with the land for so long as the contiguous and abutting property to that described on Exhibit "A" is zoned under agricultural or any residential classification. If all of said contiguous and abutting property is re-zoned or not zoned as such at anytime, then the protective covenants herein shall be released and the property may be used as appropriate by OMPC, its successors and assigns.

6. The protective covenants are as follows:

- a. OMPC shall develop and maintain a seventy-five (75) feet buffer along the southerly property line. This buffer zone shall be greater if the Shelby County zoning requirements are more than seventy-five (75) feet for a rear property line of property zoned O/I and shall be the minimum required.
- b. At anytime after OMPC begins developing the real property described on Exhibit "A," OMPC shall have the right to construct and maintain or Clemens shall have the right to require OMPC to construct and maintain a security fence or wall, the purpose of which is to prevent persons from coming on to Clemens' contiguous property and to otherwise provide privacy and security to Clemens. The location of the fence or wall shall be agreed upon by the parties and shall not be located in such a way as to interfere with the easement provided in paragraph 6 (d) below. OMPC agrees that Clemens shall have the right to require a fence or wall that will be at least seven feet high, aesthetically acceptable, and shall be constructed, if requested, at Clemens' option, of brick, stone, or other stone-like material. For that portion of the fence or wall in the floodplain area, it shall be similarly constructed, but the parties recognize exceptions shall be made to accommodate the possibilities of water current and debris. The parties may mutually agree upon a different type of fence or wall construction. Further, the parties shall mutually agree upon the specifications of the fence or wall to be constructed with the objective of minimizing the cost to OMPC, while at the same time protecting the privacy and security of the contiguous properties.
- c. The fence or wall shall be located along the southerly property line as defined in paragraph 4 above. It shall be set back from said property line a uniform distance and along a line that will permit and accommodate the easement described in paragraph 6(d) below.
- d. OMPC shall permit Clemens to have an ingress and egress easement along the entire southerly property line for a width of up to sixty feet (60') from the said southerly property line. Provided however, if such use is required to meet any standards imposed by any governmental unit, then the easement shall be the width required by such governmental unit. Any ingress or egress for improvement shall be developed and maintained by Clemens without cost to OMPC. If said ingress and egress is a private right-of-way, Clemens shall indemnify and hold OMPC harmless for any accident or damage to property



or injury to person that may occur as a result of the use of said ingress and egress. If any such right-of-way is used by any other contiguous landowner or landowners, they shall enter into an agreement with OMPC for such use and to further agree to hold OMPC harmless from any accident or damage to property or injury to person that may occur as a result of the use of said ingress and egress. The ingress and egress easement provided in this subparagraph (d) shall also be made available to successors to Clemens' title for lots otherwise known as the Heritage Oaks lots which are contiguous to a part of Exhibit "A." OMPC shall retain the right to use the right of way for ingress and egress and shall hold Clemens or third parties harmless from any accident or damage to property or injury to person that may occur as a result of the use of said ingress and egress. Further, notwithstanding paragraph 5 above, if this ingress and egress easement is continuing to provide service to any such property, the easement shall not expire but shall continue as necessary.

7. If the subject property is re-zoned by OMPC, the terms of this Protective Covenant document shall be included as an easement in the appropriate zoning document, unless the contiguous abutting property has been re-zoned as stated in paragraph 5 at the time of OMPC's re-zoning.

8. The parties agree that the ability to provide any easement over any of the subject property shall be dependent upon having a valid, clear and useable title.

9. OMPC shall use reasonable best efforts to develop its property in a manner so as to minimize noise and lighting impact on contiguous abutting property.

10. OMPC agrees not to object to or oppose any change in zoning or other lawful use of the contiguous abutting property, but will affirmatively support any such change or use.

Signed and sealed on the date first above written.

Peter J. Clemens, III  
Peter J. Clemens, III

Carol J. Clemens  
Carol J. Clemens

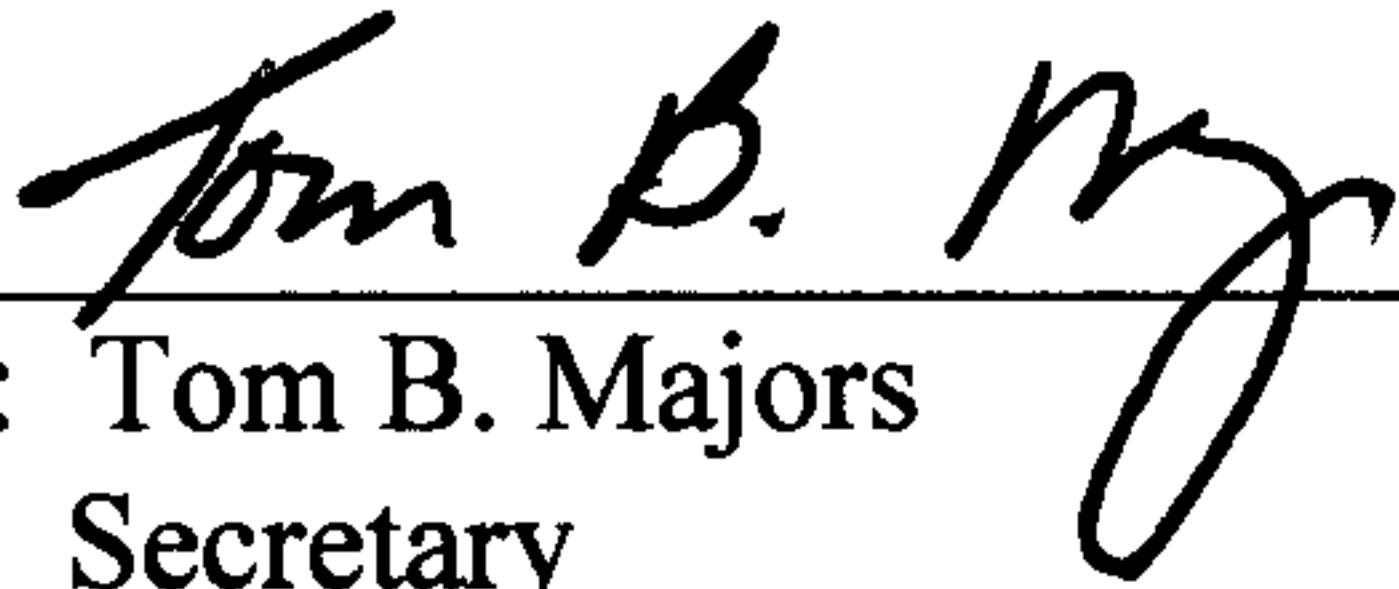
Oak Mountain Presbyterian Church

Roger Means  
By: Roger Means  
Its: President

This instrument prepared by:  
A. Eric Johnston, Atty  
Suite 107  
1200 Corporate Dr.  
Bhm, AL 35242

Attest:

By: Tom B. Majors  
Its: Secretary



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STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

I, Pamela M. Moman, a notary public in and for said county in said state, hereby certify that Peter J. Clemens, III and Carol J. Clemens, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily.

Given under my hand and official seal this the 19th day of November, 2007.



Pamela M. Moman

Notary Public

My Commission Expires: 12-14-08

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

I, Pamela M. Moman, hereby certify that Roger Means whose name as President of Oak Mountain Presbyterian Church is signed to the forgoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this 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 19th day of November, 2007.



Pamela M. Moman

Notary Public

My Commission Expires: 12-14-08



Parcel 1:

A parcel of land situated in part of the West  $\frac{1}{2}$  of the SW  $\frac{1}{4}$  of Section 13, and part in SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 14, Township 19 South, Range 2 West, described as follows:

Commence at the Northwest corner of Section 24, Township 19 South, Range 2 West, and go South 2 degrees 06 minutes 35 seconds along the West boundary of Section 24, for 547.72 feet to a point on the tangent of Highway No. 119; thence North 33 degrees 07 minutes 06 seconds East along said tangent 848.14 feet to the beginning of a curve to the right; thence North 27 degrees 31 minutes 32 seconds East for 308.03 feet; thence North 56 degrees 34 minutes West for 160.80 feet to the point of beginning; thence North 56 degrees 30 minutes 40 seconds West for 176.98 feet; thence North 48 degrees 01 minute West for 629.67 feet; thence continue North 48 degrees 01 minute West for 25.00 feet to the center of Bishop Creek; thence Nine (9) courses up said creek as follows: (Go North 61 degrees 19 minutes 41 seconds East for 44.71 feet; thence North 80 degrees 14 minutes 11 seconds East for 61.11 feet; thence South 75 degrees 27 minutes 45 seconds East for 75.68 feet; thence North 46 degrees 44 minutes 21 seconds East for 95.46 feet; thence North 30 degrees 35 minutes 07 seconds East for 179.89 feet; thence North 42 degrees 05 minutes 33 seconds East for 71.77; thence North 8 degrees 42 minutes East for 64.87 feet; thence North 27 degrees 37 minutes 39 seconds East for 147.56 feet; thence North 38 degrees 16 minutes 57 seconds East for 206.22 feet to the Southwesterly boundary of Highway 14); thence South 59 degrees 06 minutes 10 seconds East along said boundary 30.85 feet to a point on the bank of said creek; then continue South 59 degrees 06 minutes 10 seconds East along said boundary 883.68 feet; thence South 20 degrees 13 minutes 48 seconds East for 95.22 feet to the Westerly boundary of Highway 119; thence South 43 degrees 46 minutes 48 seconds West along said boundary 416.11 feet to the beginning of a curve to the left, said curve having a central angle of 1 degree 55 minutes 30 seconds and a radius of 4,596.72 feet; thence along the curve 154.44 feet; thence North 35 degrees 35 minutes 10 seconds West for 334.21 feet; thence South 48 degrees 15 minutes 12 seconds West for 251.10 feet; thence South 27 degrees 19 minutes 45 seconds East for 219.80 feet; thence South 39 degrees 43 minutes 22 seconds West for 161.92 feet to the point of beginning.

Parcel II:

A parcel of land in the SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 13, Township 19 South, Range 2 West, described as follows:

Commence at the Southwest corner of Section 13, Township 19 South, Range 2 West, Shelby County, Alabama, and run in a Southerly direction along the West line of Section 24, Township 19 South, Range 2 West, Shelby County, Alabama, on an assumed bearing of South 02 degrees 06 minutes 36 seconds West a distance of 547.72 feet to a point in the center line of Highway 119; thence run North 33 degrees 07 minutes 16 seconds East a distance of 848.14 feet to a point; thence run North 27 degrees 31 minutes 32 seconds East a distance of 308.03 feet to the POINT OF BEGINNING, SAID POINT BEING A POINT ON THE Northwest right-of-way of said Highway 119 and the Easterlymost corner, and point of Beginning of the property of Peter J. and Carol J. Clemens, as recorded in Deed Book 346, page 593, in the Office of the Probate Judge of Shelby County, Alabama; thence run North 56 degrees 34 minutes 00 seconds West along the Northeast line of said Clemens parcel a distance of 160.80 feet to a point; thence run North 39 degrees 43 minutes 22 seconds East along the Southerlymost Southeast line of a parcel of land also owned by said Clemens and surveyed by James A. Riggins, P.L.S. No. 9428 on November 5, 1985 and David L. Waldrep, P.L.S. No. 14982 on May 21, 1986, a distance of 100.61 feet; thence run South 56 degrees 34 minutes 00 seconds East a distance of 157.37 feet to a point on the Northwest right-of-way of Highway 119 and a point on a curve running in a Southwesterly direction having a central angle of 1 degree 09 minutes 47 seconds, a radius of 4940.42 feet, and a chord bearing of South 37 degrees 46 minutes 24 seconds West; thence run along the arc of said curve and the right-of-way of Highway 119 a distance of 100.29 feet, more or less, to the POINT OF BEGINNING.