

STATE OF ALABAMA
COUNTY OF SHELBY


20111229000396690 1/2 \$15.00
Shelby Cnty Judge of Probate, AL
12/29/2011 04:06:58 PM FILED/CERT

DECLARATION OF RESTRICTIVE COVENANTS

WHEREAS, Frank Corley Ellis, III, LLC, an Alabama limited liability company, and S K Properties, LLC, an Alabama limited liability company, are the owners of the following described real property located in Shelby County, Alabama (the "Property"):

The W $\frac{1}{2}$ of the NE $\frac{1}{4}$ of SW $\frac{1}{4}$, Section 2, Township 24 North, Range 14 East, and

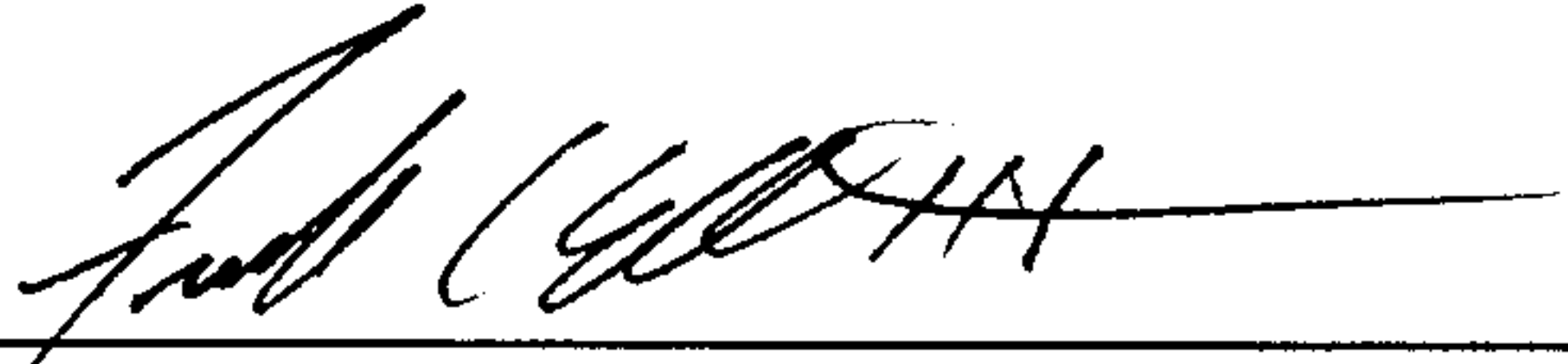
WHEREAS, the owners desire to subject the Property to the covenants, conditions, limitations, and restrictions hereinafter set forth;

NOW, THEREFORE, the undersigned owners do hereby expressly adopt the following covenants, conditions, limitations, and restrictions for the Property, and do hereby declare that the Property shall be and is subject to said covenants, conditions, limitations, and restrictions.

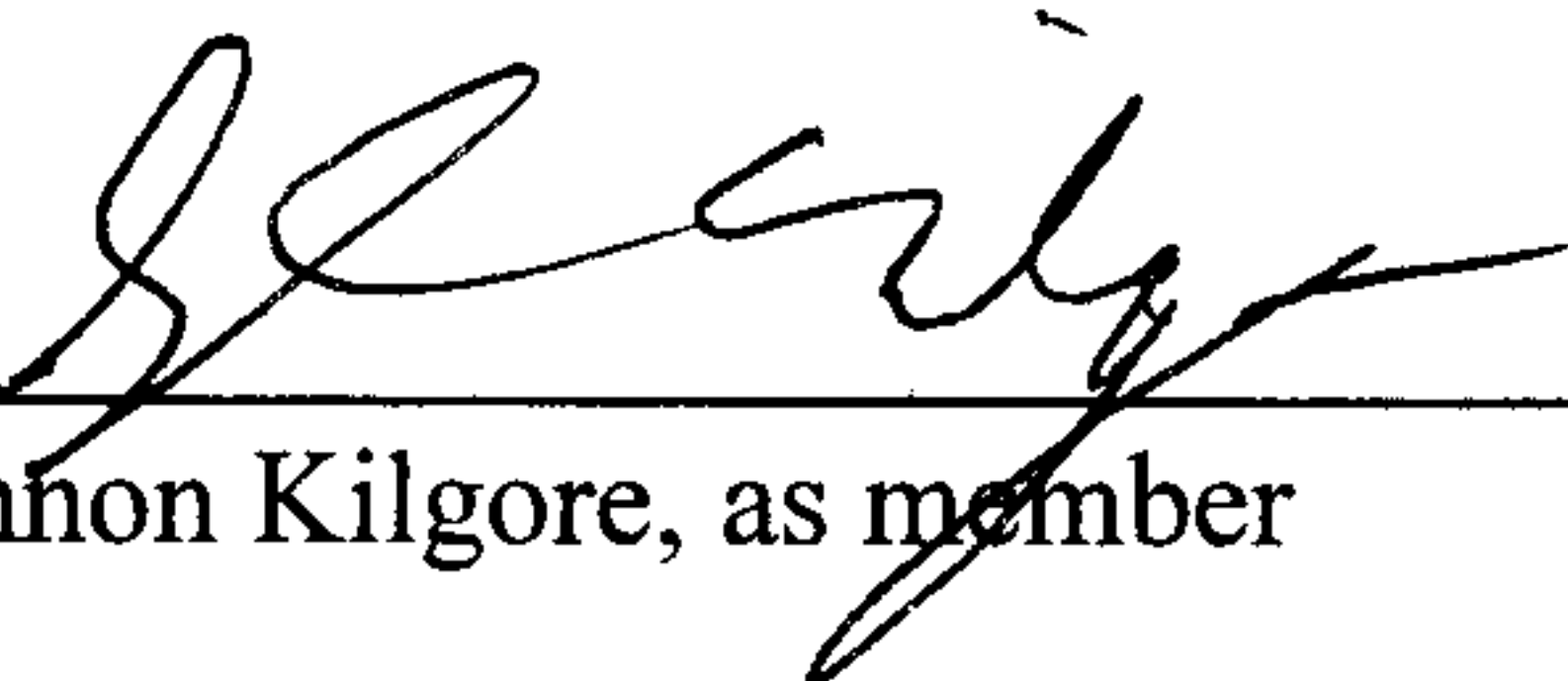
1. No combustion-powered boats or other watercraft permitted on lake.
2. Following the initial subdivision of the Property into two parcels, only one further subdivision permitted as a family subdivision, subject to applicable County regulations.
3. No mobile homes, manufactured homes, or similar structures permitted. Site built residences only, with minimum above grade heated and cooled area 1000 sq. ft., maximum 4500 sq. ft. No plastic or vinyl siding visible from other property subject to these covenants/restrictions.
4. Property for residential use only. No commercial, agricultural, mining, quarrying, or any other nonresidential use permitted.
5. No commercial use of lake (i.e., no "fee" fishing or fish camp operations).
6. Owners of property adjoining lake shall have rights to use entire lake and will share in the cost of maintaining the lake and dam.
7. No clear cutting of timber except for pasture areas. Pasture areas must be cleared of stumps and brush.
8. No residences to be constructed within 50 feet of the shared boundaries of property subject to these covenants/restrictions.
9. Following the division of the property, should title to all of the property be reunited in the same person or persons, these covenants shall terminate and be of no further force and effect.
10. If any person shall violate or attempt to violate any of the covenants, conditions, limitations, and restrictions contained herein, it shall be lawful for any person or persons owning any interest in any portion of the Property to prosecute any proceedings at law or in equity against the violator, and either prevent the violation or recover damages, or both. This right extends not only to the present owner but to any future owners of the Property.

IN WITNESS WHEREOF, the undersigned have caused these Restrictive Covenants to be executed this 28th day of December, 2011.

Frank Corley Ellis, III, LLC

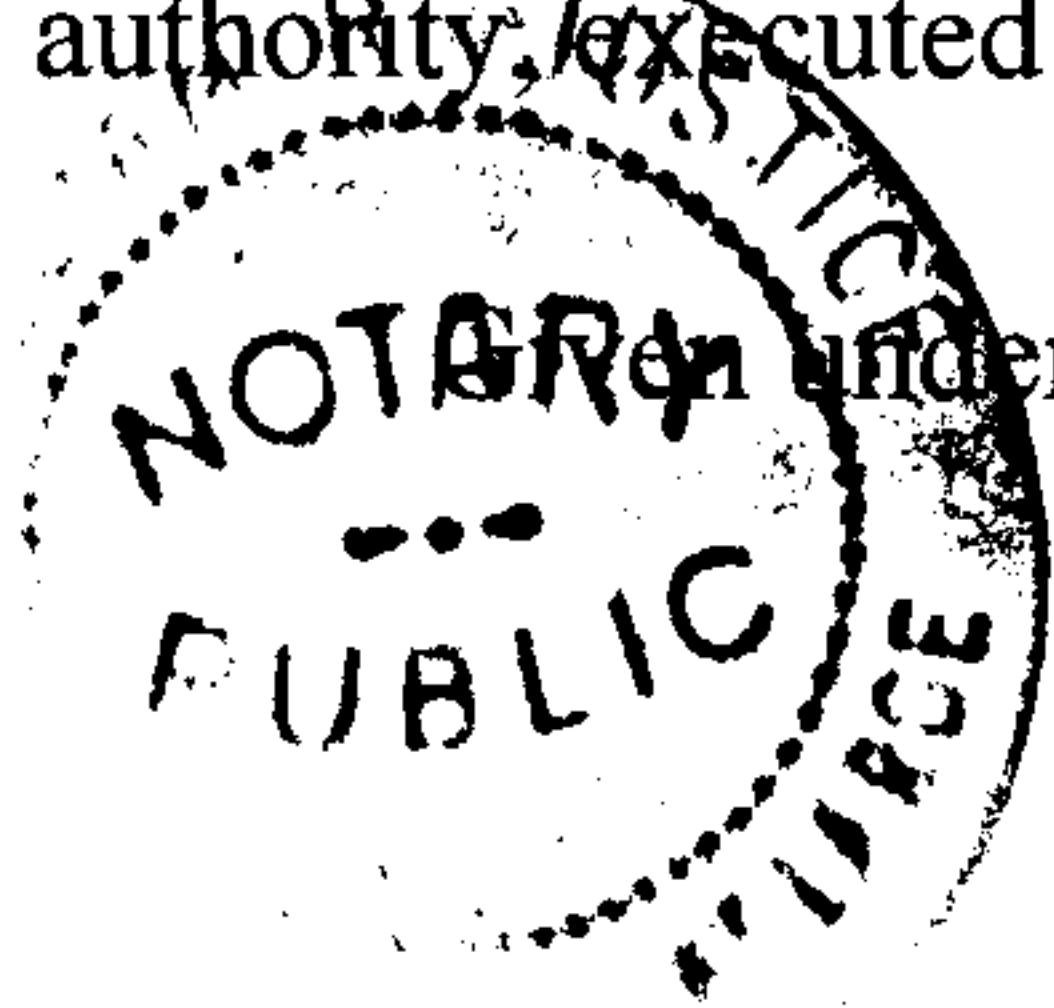
By 
Frank C. Ellis, III, as member

S K Properties, LLC

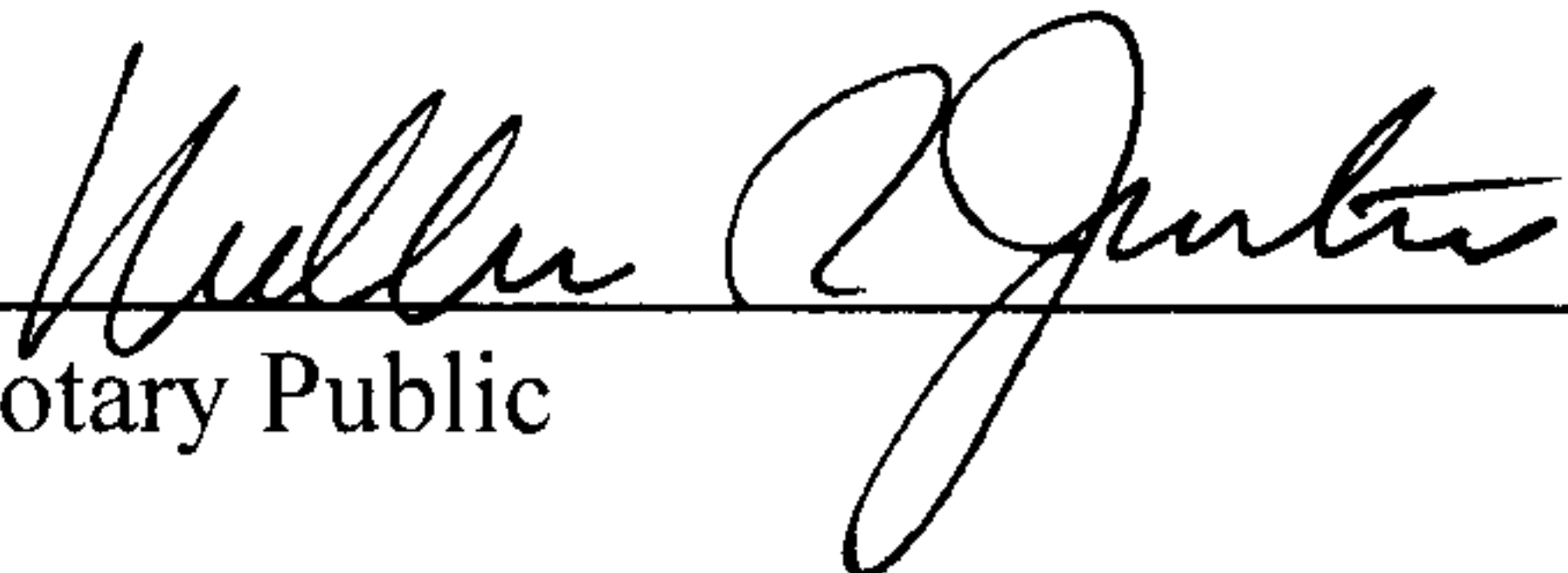
By 
Shannon Kilgore, as member

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Frank C. Ellis, III, whose name as member of Frank Corley Ellis, III, LLC, a limited liability company, 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 member and with full authority, executed the same voluntarily for and as the act of said company.

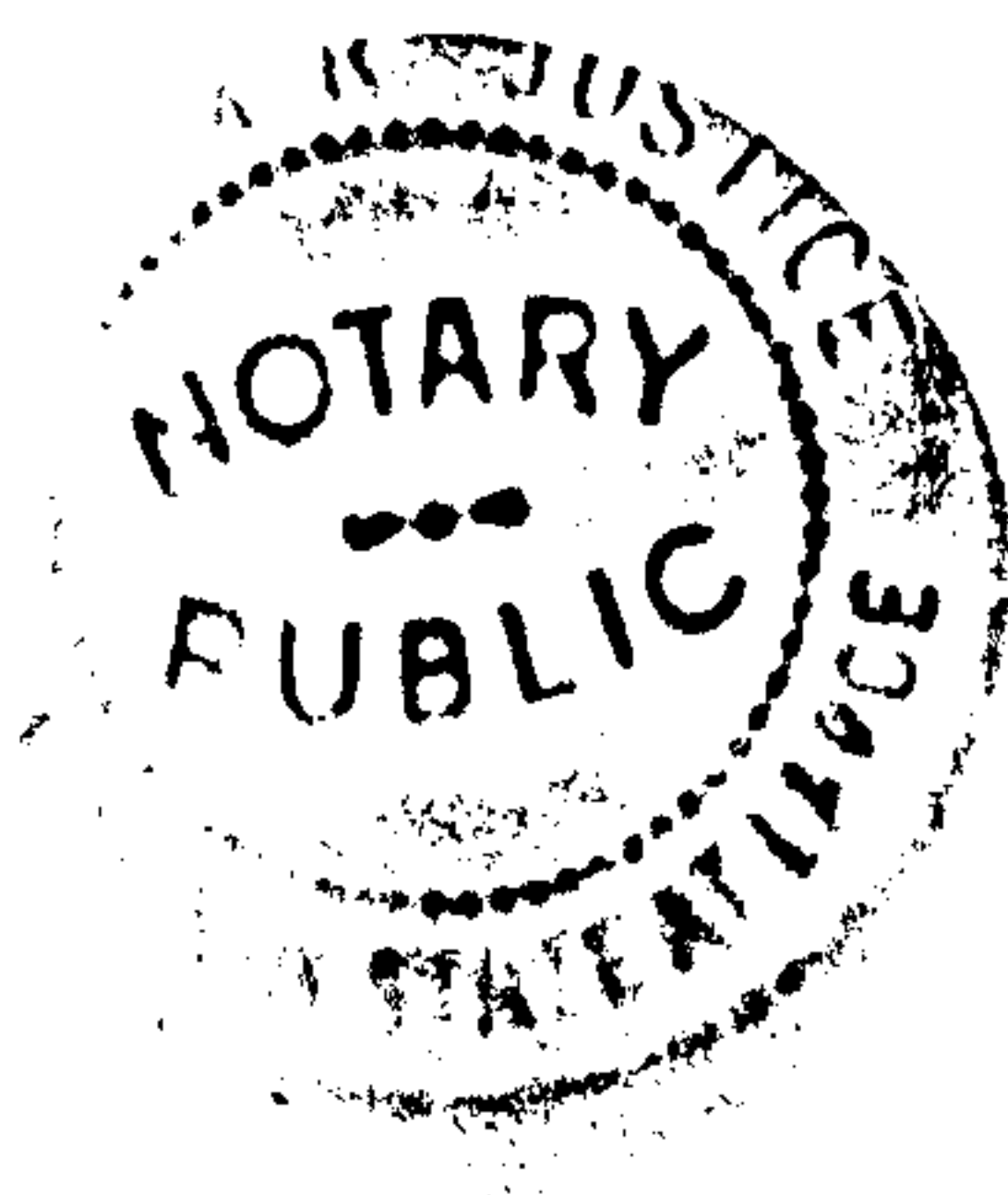


Given under my hand and official seal, this the 28th day of December, 2011.

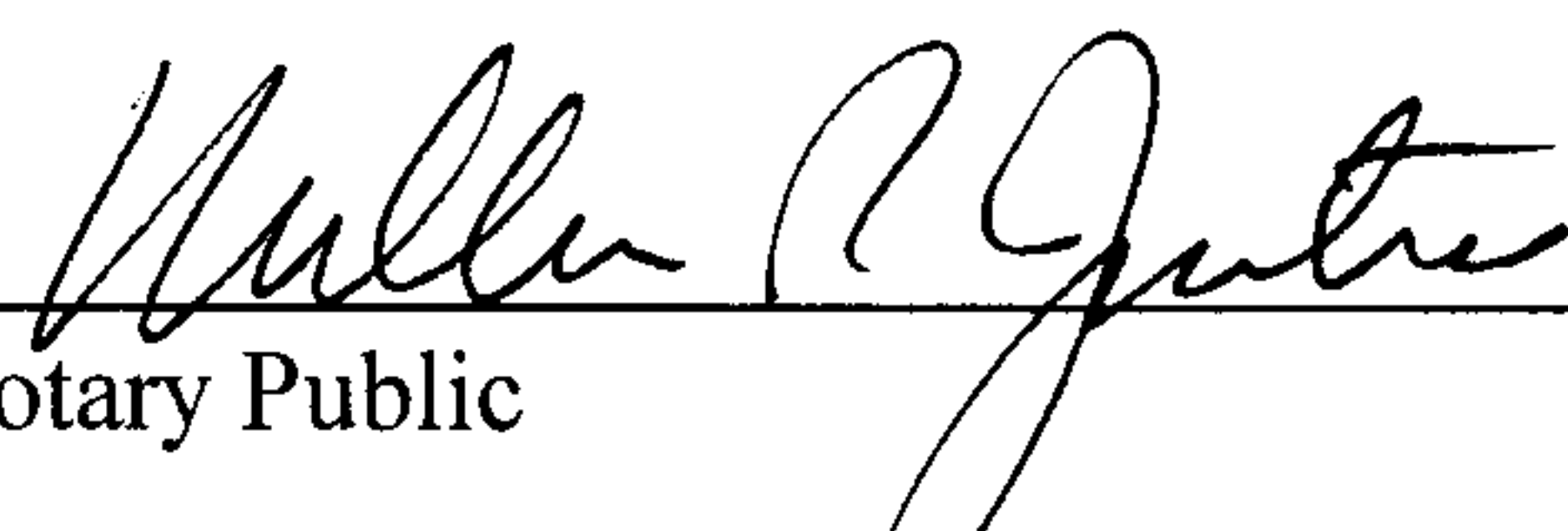

Notary Public

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Shannon Kilgore, whose name as member of S K Properties, LLC, a limited liability company, 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 member and with full authority, executed the same voluntarily for and as the act of said company.



Given under my hand and official seal, this the 28th day of December, 2011.


Notary Public

