

STATE OF ALABAMA)
)
COLBERT COUNTY)

DECLARATION OF RESTRICTIONS AND COVENANTS

THIS DECLARATION, made this 25th day of August, 1987, by James O. Bishop and Henry W. Marthaler, Jr., hereinafter referred to as "DECLARANTS", who are the owners of all of the following described real property situated in the County of Colbert and State of Alabama, to-wit:

Lots 1 through 17, known and designated according to the map of "DONNEGAN SHORES" which is recorded in the Office of the Judge of Probate of Colbert County, Alabama, in Cabinet Book B, Slide 96-B.

WHEREAS, Declarants are currently erecting, developing and selling lots included in the hereinabove described real property, all of which development is referred to as "DONNEGAN SHORES".

AND WHEREAS, Declarants are desirous of establishing certain covenants and restrictions applicable to all of the above described lots, the entire property and the development made thereon;

NOW, THEREFORE, the undersigned Declarants, in the interest of protecting the value and desirability of all the above described lots, and development now made or in the future to be made thereon, hereby declares that all of said Lots, hereinabove described, shall be held, sold and conveyed subject thereto, and there is hereby imposed upon each of said Lots 1 through 17, inclusive, all in the "DONNEGAN SHORES", according to the plat of said "DONNEGAN SHORES" recorded in the Office of the Judge of Probate of Colbert County, Alabama, in Cabinet Book B, Slide 96-B, the following covenants and restrictions:

1. The property hereby conveyed shall be used for single family residential purposes only and no business or commercial structure of any kind whatsoever shall be built or maintained on said premises.

10.00

Compliments of Alabama Land Service

2. All septic tank installations shall be approved by the Public Health Department of the State of Alabama.

3. No horses, cows, pigs, chickens or other farm type animals shall be stabled or permitted on the premises.

4. No trailers or portable houses shall be erected or permitted on the premises.

5. No dwellings, garage or building other than a boathouse or structure may be constructed or maintained on the premises on any lot or building site nearer than 40 feet to the dedicated public road to said lot or nearer than 40 feet to the 505 contour line of Lake Wilson. No dwelling, garage or building, other than a boathouse, shall be constructed or maintained nearer than 10 feet to any side lot or building site boundary. No boathouse structure may be built or maintained nearer than 10 feet to any side lot, side building site or tract boundary or a projection thereof.

6. No dwellings shall be erected on said premises containing less than sixteen hundred (1,600) square feet, ground floor area, exclusive of porches and carports, with top of roof extending more than twenty-four (24) feet above the natural land level; costing less than FIFTY THOUSAND DOLLARS (\$50,000.00) or an amount of money in direct proportion that the sum of FIFTY THOUSAND DOLLARS (\$50,000.00) on this day bears to the National Cost of Living Index published in the Bureau of Labor Standards Reports by the United States Department of Labor in the year in which such dwelling is completed.

7. No enclosed living area or sanitary facility shall be built or constructed over or on or connected to any boathouse or pier erected on the premises.

8. No pier or boat landing facility shall be constructed or maintained which extends more than twenty-five (25) feet Northwardly from the 505 ft. contour line of Lake Wilson, nor shall such pier or boat landing facility be constructed so as to be less than fifteen (15) feet from a projection Northwardly of the said lot line.

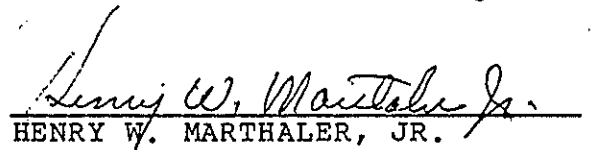
9. Any dwelling, the construction of which is commenced upon said premises shall be completed within eighteen (18) months from the date such construction commenced.

10. No fence shall be built on said premises extending more than four (4) feet above the natural land level.

The foregoing restrictions, covenants and conditions shall be covenants which are attached to and run with the land and shall be binding upon all future owners or occupants of the premises or part thereof. The Purchaser agrees to include these restrictive covenants and to require the subsequent purchasers to include same in future conveyances of the premises. A failure to enforce these restrictions by the GRANTORS, their Executors or assigns, or any other persons having the right to enforce these restrictions, shall not be deemed a waiver of such rights as to subsequent violations. If any of the provisions of this deed are at any time declared void or inoperative by any court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned, as Declarants, as Owner, and as Mortgagees of all of the property described herein, have hereunto set their hands and affixed their seals this 25th day of August, 1987.


JAMES O. BISHOP


HENRY W. MARTHALER, JR.

STATE OF ALABAMA)
)
COLBERT COUNTY)

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that James O. Bishop, whose name is signed to the foregoing instrument and who is known to

me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 25th day of August, 1987.

Bill Marthaler
NOTARY PUBLIC

My Commission Expires:
4/15/91

STATE OF ALABAMA)
)
COLBERT COUNTY)

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Henry W. Marthaler, Jr., whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 25th day of August, 1987.

Bill Marthaler
NOTARY PUBLIC

My Commission Expires:
4/15/91

STATE OF ALA. COLBERT CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON
8/25
1987 AUG 25 PM 1:48
PAGES 003-0946
RECORDED BOOK & PAGE SHOWN
DEED _____ MITG. TAX _____
W. Thomas Gracelin
CLERK OF COURSE

Filed: August 25, 1987.
Recorded: Microfiche 87120945-87120946.