

R E S T R I C T I O N S

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.

2. No outside sanitary facilities shall be permitted on the premises and 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 dwelling, garage or other building, other than the boat house, or structure may be constructed or maintained on the premises nearer than forty (40) feet to the street; then (10) to the side of lot or tract boundary, and forty (40) feet to the 505 foot contour line of Lake Wilson.

6. No dwelling shall be erected on said premises containing less than twelve hundred (1,200) square feet, ground floor area, exclusive of porches and car ports, with top of roof extending more than sixteen (16) feet above the natural land level, costing less than TWENTY THOUSAND DOLLARS (\$20,000.00), or an amount of money in direct proportion that the sum of TWENTY THOUSAND DOLLARS (\$20,000.00) on this day bears to the National Cost of Living Index published in the Bureau of Labor Standard Reports by the United States Department of Labor in the year in which such dwelling is completed.

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

8. Any boat house or pier constructed on the premises shall be more than ten (10) feet from any side lot line; shall not contain any living quarters, and shall not be constructed of bright

materials on the roof and sides which reflect light and cause a glare.

9. 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 same in future conveyance of the premises. A failure to enforce these restrictions by the GRANTORS, their heirs and 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.

No Witnesses: Joint general acknowledgment on September 21, 1979 before John C. Martin, Notary Public, Colbert County, Alabama. (SEAL)

beginning of the tract herein described: thence South 5° 42' 30" West a distance of 172.2 feet to a point; thence South 84° 31' 30" West a distance 110.0 feet to a point, said point being marked by an original iron pin designating the Southeast corner of Lot 14 in Bainbridge Heights Subdivision; thence North 2° 44' East along the East line of the said Lot 14, Bainbridge Heights Subdivision, a distance of 209.34 feet to the Northeast corner of the said Lot 14; thence meandering along the 505 contour of Lake Wilson in a Southeasterly direction a distance of 120.0 feet to the point of beginning.

Together with the improvements and appurtenances thereto belonging.

TO HAVE AND TO HOLD the aforegranted premises unto the said Grantees, and in the event of the death of either of said Grantees, then to the survivor of said Grantees, together with every contingent remainder and right of reversion, his or her heirs or assigns, forever.

Free from all encumbrances, except the restrictions herein-after set out.

RESTRICTIONS

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.

2. No outside sanitary facilities shall be permitted on the premises and 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 said premises.

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

5. No dwelling, garage or other building, other than the boat house, or structure may be constructed or maintained on the premises nearer than forty (40) feet to the Street; fifteen (15) feet to the side of lot, or tract boundary, and forty (40) feet to the 505 foot contour line of Lake Wilson.

6. No dwelling shall be erected on said premises containing less than twelve hundred (1200) square feet, ground floor area, exclusive of porches and car ports, with top of roof extending more than sixteen (16) feet above the natural land level; costing less than TWELVE THOUSAND DOLLARS (\$12000.00) or an amount of money in direct proportion that the sum of TWELVE THOUSAND DOLLARS (\$12000.00) on this day bears to the National Cost of Living Index published by the Bureau of Labor Standard Reports by the United States Department of Labor in the year in which such dwelling is completed.

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

8. Any boat house constructed on the premises must be constructed more than fifteen (15) feet from any side lot line: must have any portion of said boat house which is built into the land above the 505 foot contour line of Lake Wilson constructed with masonry foundation and walls; any portion of said boat house extending beyond the 505 foot contour line of Lake Wilson shall be supported by substantial well braced metal or creosoted wood foundation; and shall not have roof or sides constructed of metal or other materials which reflect light and shall be constructed in a good workman like manner so that the appearance will not detract from the other improvements in said Subdivision.

9. 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 require the subsequent purchaser 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.

Acknowledged in Joint General Code Form by Robert T. Kernachan, and his wife, Annie Lee Kernachan, before John C. Martin, Notary Public, Colbert County, Alabama. (Seal)

NOTE: This deed covers unnumbered lot in northwest corner of Bainbridge Heights #2, lying west of Lot 30. Abstracter.

TO HAVE AND TO HOLD THE aforegranted premises unto the said GRANTEES, and in the event of the death of either of said GRANTEES, then to the survivor of said GRANTEES, with full right of survivorship, together with every contingent remainder and right of reversion, his or her heirs or assigns, forever.

R E S T R I C T I O N S

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.
2. No outside sanitary facilities shall be permitted on the premises, and 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 dwelling, garage or other building, other than the boat house, or structure may be constructed or maintained on the premises nearer than forty (40) feet to the street; fifteen (15) feet to the side of Lot, or tract boundary, and forty (40) feet to the 505 Foot Contour Line of Lake Wilson.
6. No dwelling shall be erected on said premises containing less than twelve hundred (1,200) square feet, ground

floor area, exclusive of porches and car ports; costing less than FIFTEEN THOUSAND DOLLARS (\$15,000.00), or an amount of money in direct proportion that the sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00) on this day bears to the National Cost of Living Index published in the Bureau of Labor Standard Reports in the United States Department of Labor in the year in which dwelling is completed.

7. As much as seventy percent (70%) of the surface of the exterior walls of any main dwelling constructed on said premises shall be constructed of brick, stone or other masonry products unless the owners of the lots abutting said Lot Number 30 shall agree in writing to a different specification of materials for the exterior walls of such dwelling. A copy of such agreement shall be filed in the Office of the Judge of Probate of Colbert County, Alabama, to establish such consent.

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

9. Any boat house or pier constructed on the premises shall be more than fifteen (15) feet from any side lot line; shall contain no living quarters, and shall not be constructed of bright materials on the roof and sides which reflect light and cause a glare.

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 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.

And GRANTORS covenant with GRANTEES, their heirs and assigns; that GRANTORS are lawfully seized in fee of the aforegranted premises, that they are free from all encumbrances, that GRANTORS have a good right to sell and convey the same to GRANTEES, their heirs and assigns; and that GRANTORS will warrant and defend the premises to GRANTEES, their heirs and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the GRANTORS have hereunto set their hands and seals, this the 25th day of June, 1973.

Robert T. Kernackan (L.S.)
John Kernackan (L.S.)

STATE OF ALABAMA
COLBERT COUNTY

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I, John C. Martin, a Notary Public
in and for said County, in said State, hereby certify that
Robert T. Kernachan and his wife, Ione Kernachan, whose
names are signed to the foregoing conveyance, and who are
known to me, acknowledged before me on this day that, being
informed of the contents of such conveyance, they executed
the same voluntarily on the day the same bears date.

Given under my hand and seal of office, this the
21st day of June, 1973.



John C. Martin
Notary Public

This instrument prepared by
Martin & Gardner, Attorneys
At Law, 105 East 5th Street,
Tuscumbia, Alabama 35674

STATE OF ALA. COLBERT CO.
Deed Bk 332
1973 JUN 28 PM 3:35
Pages 44-48
72

STATE OF ALABAMA ¶

COLBERT COUNTY ¶

1979

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KNOW ALL MEN BY THESE PRESENTS, That we, Robert T. Kernachan and his wife, Ione Kernachan, hereinafter known as GRANTORS, for and in consideration of the sum of TEN DOLLARS (\$10.00), and a supplemental contribution to the corpus of the trust for the benefit of Robert T. Kernachan or his appointees, dated the 19th day of September, 1979, do, subject to the restrictions herein set out, hereby give, grant and convey unto the First National Bank of Florence, Florence, Alabama, as trustee for Robert T. Kernachan, under the trust installment dated the 19th day of September, 1979, the following description of real property located in Colbert County, Alabama, to-wit:

44.50
5.00
Lots numbered 1,3,6, 7, 8 and 14, in Bainbridge Heights Subdivision Number Two, according to the map and survey of said Subdivision prepared by Robert Gass and filed for record in the office of the Probate Judge of Colbert County, Alabama, in Map Book 4, Page 124.

ALSO: A one-fiftieth (1/50) undivided interest in Lot Number 31, in Bainbridge Heights Subdivision according to the map and survey of said Subdivision prepared by Roy Gamble, C. E., and filed for record in the office of the Probate Judge of Colbert County, Alabama, in Map Book 4, Page 11.

The joint tenancy in Lot Number 31 hereby conveyed shall not be conveyed or petitioned separately from one of said lot numbered 29 and shall entitle the owner or owners to water from any well or wells on said Lot Number 31 jointly with other joint owners or joint tenants or said Lot Number 31.

Together with the improvements and appurtenances thereto belonging.

TO HAVE AND TO HOLD the aforegranted premises unto the First National Bank of Florence, Florence, Alabama, as trustee for Robert T. Kernachan and his appointees, under trust agreement dated the 19th day of September, 1979, its successors or assigns forever.

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.

2. No outside sanitary facilities shall be permitted on the premises and 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.

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

5. No dwelling, garage or other building, other than the boat house, or structure may be constructed or maintained on the premises nearer than forty (40) feet to the 505 foot contour line of Lake Wilson.

6. No dwelling shall be erected on said premises containing less than twelve hundred (1,200) square feet, ground floor area, exclusive of porches and car ports, with top or roof extending more than sixteen (16) feet above the natural land level, costing less than Twenty Thousand Dollars (\$20,000.00), or an amount of money in direct proportion that the sum of Twenty Thousand Dollars (\$20,000.00) on this day bears to the National Cost of Living Index published in the Bureau of Labor Standard Reports by the United States Department of Labor in the year in which such dwelling is commenced.

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

8. Any boat house or pier constructed on the premises shall be more than ten (10) feet from any side lot line; shall not contain any living quarters, and shall not be constructed of bright materials on the roof and sides which reflect light and cause a glare.

9. 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 same in future conveyance of the premises. A failure to enforce these restrictions by the Grantor, his Executor 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.

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IN WITNESS WHEREOF, the GRANTORS have hereunto set their hands and seals, this the 17th day of December, 1980.

Robert T. Kernachan (L.S.)
ROBERT T. KERNACHAN

Ione Kernachan (L.S.)
IONE KERNACHAN

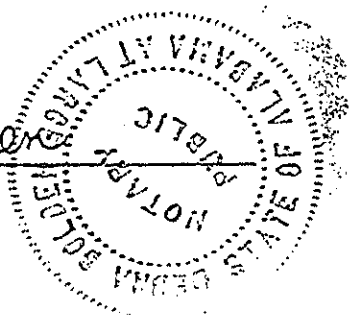
STATE OF ALABAMA

COLBERT COUNTY

I, Debra Bolden, a Notary Public in and for said County in said State, hereby certify that Robert T. Kernachan and his wife, Ione Kernachan, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 17th day of December, 1980.

Debra Bolden
NOTARY PUBLIC



Deed BK # 370
STATE OF ALABAMA
COUNTY OF COLBERT
17th 145-147
1980 DEC 22 PM 11:50

RECORDED BOOK # 1 OF 1
DEED

ALABAMA
NOTARY PUBLIC