

RESTRICTED COVENANTS  
TO  
SHADOW BEND SUBDIVISION

1. Restrictive Covenants. The following conditions, restrictions, covenants and limitations shall apply in their entirety to the real estate and to all tracts shown on the survey and shall hereafter be included as a part of the consideration in transferring and conveying title to any or all of said tracts shown in the survey.

(a) Dwelling Quality and Size. Each dwelling erected on any tract in the survey shall have not less than 1,800 square feet of floor space in all enclosed, heated, habitable areas, exclusive of open porches, garages and carports. NO Mobile Home Single-wide, Double-wide, Modular Home or pre FAB Homes shall be placed or erected on any tract.

(b) Nuisances. No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereof which may be or may become an annoyance or nuisance to the neighborhood.

(c) Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them unless an instrument signed by a majority of the then owners of the tracts has been recorded. Agreeing to change said covenants in whole or in part.

(d) Enforcement. Enforcement shall be by proceedings at law or in equity by any tract owner against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damage. Seller shall have the right but no obligation to enforce any of said covenants.

(e) Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

2. Undertaking of Seller. The seller agrees that on or before July 30, 1993, they will cause the existing dirt roadway to be cherted and paved with tar & gravel pavement from the entrance on Highway 411 to the existing back forty's of said property. Seller shall thereafter have no obligation to maintain, repair or replace said roadway or paving. It shall be buyer's responsibility to install at buyer's cost any supply line, meter and taps as well as repair and replace any portion of the roadway disturbed by such connection.

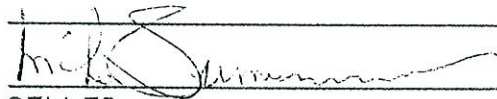
3. Inspection of the Real Estate. Buyer hereby acknowledges that Buyer has personally inspected the real estate and that Buyer is relying solely upon such inspection with reference to the condition, character, utility and size of the real estate.

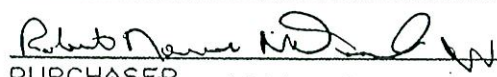
4. Representations, Warranties and Amendments. This contract

constitutes the entire agreement between Seller and Buyer. No representations, warranties or promises pertaining to this agreement or to the real estate have been made by or shall be binding on Seller or Buyer except as expressly stated in this agreement. This agreement may not be changed or amended orally but only by an instrument in writing signed by Seller and Buyer.

5. Assignment. Notwithstanding any other provision contained in this agreement, neither Buyer nor any of Buyer's heirs, personal representatives, successors, or assigns, by operation of law or otherwise, shall have any right to assign or transfer this agreement or any rights or interest herein without the prior written consent of Seller.

In WITNESS WHEREOF, Buyer & Seller have executed this agreement as of 24<sup>th</sup> day of October 1993.

  
SELLER

  
PURCHASER



8234 0292

RECORDED IN ABOVE  
DEED VOLUME & PAGE  
FILED AS 111111, AL

'95 DEC 7 AM 8 21

WALLACE STAYTT, JR.  
JUDGE OF PROBATE

December 5, 1995

As a result of a meeting held on the above date, a majority of land owners have agreed and voted to add the following to the original Covenant:

Effective December 5, 1995, no less than 5 acres can be sold and no less than 5 acres can be owned in the Shadowbend Subdivision. ONLY ONE DWELLING PER PARCEL WILL BE ALLOWED. NO ROADS CAN EVER BE CONSTRUCTED ACROSS SUBDIVISION PROPERTY TO ADJOINING PROPERTY.

Signatures:

*Norm McDaniel*

NORMAN MCDANIEL TRACT # 5.07

*[Signature]* Tract # 29  
1-2. ACRES II

William O. Averett 5.01

William O. Averett

Ray B. Summers #7-40 ac.

Rodney D. Fulgham 5.06

Rodney D Fulgham 5.05

Charlie E SEWELL

Charlie's Sweet

DENNIS SANDERS 6.02+6.03  
Dennis Cornell 5.00

*[Signature]*  
Terry G. Beaslee

#28.01

*[Signature]*  
Jimmy Nicholson

5.02

*[Signature]* 5.03  
G.A. Beach

Roy Hollis 28

Roy Hollis

James O. Mallica 5.04

ST. CLAIR COUNTY

MTG. TAX \$

DEED TAX

RECORDING FEE 7.50

INDEXING FEE 2.00

CERT. FEE 1.00

TOTAL \$ 10.50

EACH SIGNATURE OF ABOVE PERSONS IS ACCEPTED AS BEING A WITNESS TO THIS DOCUMENT.