

224674

RESTRICTIVE COVENANTS AND POND OWNERS ASSOCIATION PROVISIONS

KNOW ALL MEN BY THESE PRESENTS, That Whereas, we the undersigned JOHN R. BENEFIELD AND WIFE BETTY W. BENEFIELD, are the owners of record of the following described real estate lying and being in Henry County, Alabama, to-wit:

From the Northeast corner of Section 1, Township 6 North, Range 27 East, run thence South 88 degrees 30 minutes West for a distance of 1324.15 feet along the North line of said Section and the centerline of Henry County road 80; thence South 03 degrees 30 minutes East for a distance of 40.04 feet to the South right of way of aforementioned road and the POINT OF BEGINNING: Thence South 03 degrees 30 minutes East for a distance of 428.36 feet along an old fence; thence South 57 degrees 51 minutes East for a distance of 1100.00 feet along an old fence; thence South 29 degrees 21 minutes East for a distance of 777.93 feet along an old fence; thence South 00 degrees 34 minutes East for a distance of 862.10 feet; thence South 88 degrees 25 minutes West for a distance of 2631.34 feet; thence North 01 degrees 50 minutes West for a distance of 2591.44 feet to aforementioned right of way; thence North 88 degrees 30 minutes East for a distance of 1366.39 feet along said right of way to the POINT OF BEGINNING.
Together with and subject to covenants, easements and restrictions of record.
Said property contains 130.55 acres more or less.

LESS AND EXCEPT, A lot or parcel of land being more particularly described as follows: At the Southeast corner of the NE ¼ of Section 1, Township 6 North, Range 27 East as the Point of Beginning; thence S88°-25'W for a distance of 2631.34 feet to the Southwest corner of the NE ¼ of Section 1; thence N01°-50'W for a distance of 2591.44 feet to the South right of way of Henry County Road 42; thence N88°-30'E for a distance of 40.00 feet along said right of way; thence S01°-50'E for a distance of 639.76 feet; thence S57°-34'E for a distance of 1409.89 feet; thence S72°-38'E for a distance of 761.61 feet; thence N40°-14'E for a distance of 658.99 feet; thence S29°-21'E for a distance of 615.53 feet to the East line of said section; thence S00°-34'E for a distance of 862.10 feet along said section line to the POINT OF BEGINNING and including the use of an existing field road approximately 60' East of the West line of the NE ¼ leading from said County Road.
Together with and subject to covenants, easements and restrictions of record.
Said property contains 80.18 acres more or less, and,

WHEREAS, we, the undersigned owners are desirous of establishing or placing the hereinabove described lands which we plan to subdivide into approximately eight lots other than our home lot, under Restrictive Covenants to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the

For Amendment to Covenants see Misc 7 Pages 545-546 dated 5/7/2004. L. Turner, Jap.

STATE OF ALABAMA, HENRY COUNTY, 9:45 AM FOR
FILED 03/31/2004
RECORD AT PAGE 527-538 Misc.
RECORD NO. 7
DEED TAX RECORDING FEE
15.00
HEREBY CERTIFIED
LAMAR TURNER, JUDGE OF PROBATE

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erty and to provide for the use and maintenance of the pond situated on said lands.

Now therefore, We, the undersigned do hereby adopt the following conditions, restrictions, covenants and limitations, which shall apply in their entirety to all lots the hereinabove described lands shall be divided.

ARTICLE I

1. LAND USE. No lot shall be used except for residential purposes. No dwelling shall be erected, placed or permitted to remain on any lot other than a single family dwelling of not less than 1200 square feet of heated and/or cooled space. No mobile home shall be placed upon any lot.

2. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs and/or cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose, except that a pony or ponies for children may be kept thereon so long as such animal does not become a nuisance to other property owners in the subdivision.

3. NO FURTHER SUBDIVIDING OF LOTS. The original plat of these lands contains eight lots or parcels, in addition to our home lot, as platted on March 25, 2003 by Eufaula Surveying Company and none of these lots or parcels shall be further subdivided into two or more smaller lots.

4. TERM. These covenants are to run with the land and shall be binding on all parties owning such lots.

5. AMENDMENTS. These restrictions may not be altered or amended except by a two-thirds vote of the then owners of such lots.

6. POND. There presently exists a pond covering a portion of all lots in this subdivision, the approximate centerline of the pond being the dividing line of the lots lying on either side of such pond. Except that the dam and a portion of the pond is situated upon the home lot of the undersigned owners.

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ARTICLE II

The present owners of said lands hereby declare that they shall not be responsible for any loss of the pond waters by reason of the dam failing or the pond being infested with plant growth, failure of the springs feeding the pond or for any other reason.

The owners hereby provide for the establishment of a pond owners association to control the basic matters relating to the pond.

POND OWNERS ASSOCIATION

1. OWNERS RIGHTS. Every owner of a lot abutting and/or under the pond as presently established in said subdivision, (including the undersigned owners), shall be a member of the Pond Owners Association and shall have a right and easement of enjoyment in and to the entire pond waters by boat, in common with all association members, which shall be appurtenant to and shall pass with the title to all subsequent owners, subject to the following provisions:

A. The right of the association to suspend the use of the pond waters for reasonable times for dam repairs or other pond maintenance.

B. No gasoline or combustible fuel operated boats shall be permitted on the pond.

C. All matters with regard to the use and maintenance of the pond waters and dam shall be the responsibility of the Pond Owners Association.

2. VOTING RIGHTS. Although all owners of lots in the subdivision shall be members of the Pond Owners Association, there shall be only one vote per lot on all matters of the association requiring a vote and in all situations where there is more than one owner per lot, then the several owners shall decide who shall cast the one vote. A simple majority vote shall govern all matters requiring a vote by the association, except as hereinafter provided.

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3. **DISSOLUTION.** The association may be dissolved with the assent given by two thirds of the voting members.

IN WITNESS WHEREOF, the present owners of said lands, JOHN R. BENEFIELD AND WIFE, BETTY W. BENEFIELD have hereunto set their hands and seals on this the 31 day of MARCH, 2004.


JOHN R. BENEFIELD

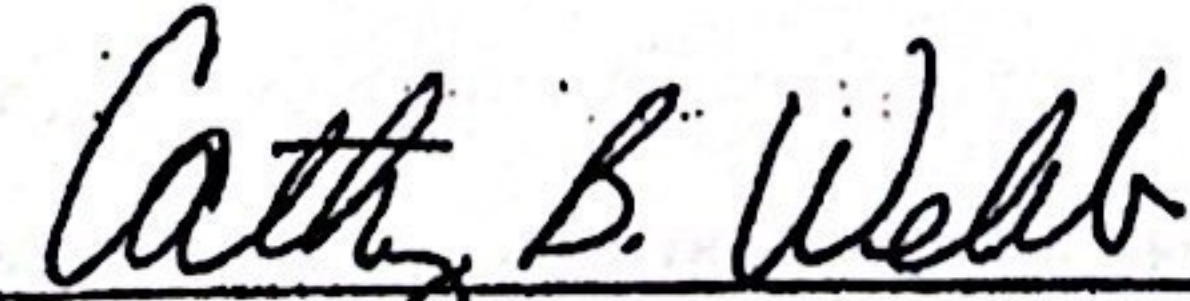
BETTY W. BENEFIELD
OWNERS

STATE OF ALABAMA

HENRY COUNTY

I, the undersigned Notary Public in and for said County, in said State, hereby certify that JOHN R. BENEFIELD AND WIFE, BETTY W. BENEFIELD, whose names are signed to the foregoing Restrictive Covenants and Pond Owners Association Provisions, and who are known to me, acknowledged before me on this day, that being informed of the contents of the Restrictive Covenants and Pond Owners Association Provisions, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 31st day of March, 2004.


NOTARY PUBLIC

THIS INSTRUMENT WAS PREPARED BY DURELL WHIDDON, ATTORNEY AT LAW,
P. O. BOX 305, HEADLAND, ALABAMA 36345.

225177

AMENDMENT TO RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, That Whereas, we the undersigned JOHN R. BENEFIELD, BETTY W. BENEFIELD AND JOHN T. BAKER, who are the owners of record of more than two-thirds of the subdivided lots of the lands described in Restrictive Covenants thereon dated March 31, 2004 and recorded in the Probate Office of Henry County, Alabama in Miscellaneous Record No. 7 at Pages 527-530, do hereby amend said restrictive covenants as follows:

1. They hereby amend Article I, Paragraph 5 entitled AMENDMENTS, so that the same shall and does read as follows:

5. AMENDMENTS. These restrictions may not be altered or amended except by unanimous vote of the then owners of such lots.

2. Article I, Paragraph 3 entitled NO FURTHER SUBDIVIDING OF LOTS is hereby amended to correct a typographical error in the date of the plat of Eufaula Surveying Company, correcting the year from 2003 to 2004 so that said Paragraph 3 shall read as follows:

3. NO FURTHER SUBDIVIDING OF LOTS. The original plat of these lands contains eight lots or parcels, in addition to our home lot, as platted on March 25, 2004 by Eufaula Surveying Company and none of these lots or parcels shall be further subdivided into two or more smaller lots.

3. The remaining portions of said restrictive covenants shall remain in full force and effect.

IN WITNESS WHEREOF, the present owners of more than two thirds of the lots included within said plat of Eufaula Surveying Company have hereunto set their hands and seals on this the 3 day of May, 2004.

STATE OF ALABAMA, HENRY COUNTY,
FILED 05/07/2004 AT 10:00 A M FOR
RECORDED AT PAGE 545-546 Misc
BOOK NO. 7 \$ MTO TAX
DEED TAX REC'D 9.00
HENRY COUNTY
LAMAR TURNER JUDGE OF PROBATE Cash

John R. Benefield
JOHN R. BENEFIELD
Betty W. Benefield
BETTY W. BENEFIELD
John T. Baker
JOHN T. BAKER

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STATE OF ALABAMA

HENRY COUNTY

I, the undersigned Notary Public in and for said County, in said State, hereby certify that JOHN R. BENEFIELD AND WIFE, BETTY W. BENEFIELD, whose names are signed to the foregoing Amendment to Restrictive Covenants, and who are known to me, acknowledged before me on this day, that being informed of the contents of the Amendment to Restrictive Covenants, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 3rd day of May, 2004.

Cathy B. Webb
NOTARY PUBLIC

STATE OF ALABAMA

HENRY COUNTY

I, the undersigned Notary Public in and for said County, in said State, hereby certify that JOHN T. BAKER, whose name is signed to the foregoing Amendment to Restrictive Covenants, and who is known to me, acknowledged before me on this day, that being informed of the contents of the Amendment to Restrictive Covenants, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 6th day of May, 2004.

Cathy B. Webb
NOTARY PUBLIC

THIS INSTRUMENT WAS PREPARED BY DURELL WHIDDON, ATTORNEY AT LAW,
P. O. BOX 305, HEADLAND, ALABAMA 36345.

ARTICLE II

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