

WHEREAS, George D. H. McMillan and Jean A. McMillan are the owners of that certain real property situated in Tallapoosa County, Alabama and known as Indian Shores Subdivision on Lake Martin, plats of which have been recorded in the office of the Judge of Probate of Tallapoosa County, Alabama in Plat Book Volume 5, Page 39, and

WHEREAS, it is desirous that the use of said property by the present owners, as well as all future or subsequent owners, shall be restricted as hereinafter provided, to the end that the reasonable market value of the lots in said property be not impaired by the operation of offensive businesses or the erection of unsuitable structures thereon: NOW THEREFORE, in consideration of the premises, George D. H. McMillan and Jean A. McMillan do hereby reserve the following easement and do hereby declare that the said property shall be subject to the following easements, restrictions, conditions and protective covenants, all as herein specifically provided:

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until the 1st day of June, 1986 at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of the majority of the then owners of the lots it is agreed to change said covenants in whole or in part,

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated in said development or subdivision or any of the property hereinabove referred to, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing, or to recover damages for such violation or attempted violation.

Invalidation of any one of these covenants by judgement or court orders shall in no wise affect any of the other provisions which shall remain in full force and effect.

2. All lots as shown on said plats shall be known and described as residential lots with the exception of Lot 7 Block No. 9 and Lots 1, 2 and 27 Block 3 which are designated as either commercial or residential. No structures shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single-family dwelling not to

exceed two and one-half stories in height, a private garage for not more than two cars, a boat house, and other accessory structures customarily incidental to residential occupancy.

3. A building erected for occupancy in this subdivision must not be constructed any closer than within 12 feet of the property line of the adjacent lot(s) and shall be at least 25 feet from the right-of-way of the designated roads on the subdivision plat. These buildings must conform and harmonize with existing structures and be erected in conformity with Southern Standard Building Code.

4. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.

5. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any lot shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character or a trailer be used as a residence.

6. No dwelling containing less than 780 sq./ft. shall be permitted on any lot in the tract. The said 780 sq. ft. shall not include porches, patios or carports.

7. An easement is reserved on each lot for the installation and maintenance of water pipes and lines, together with the right of ingress and egress to such easement.

8. No person shall bring, keep or have livestock or poultry on any of said lots, with the exception of Lot 24 Block 3 and Lot 33 Block 5 on which horses will be permitted.

9. No outside privies shall be permitted. Waste and sewage shall be disposed of in a septic tank and field to be approved by the County Health Department. Garbage and trash shall not be dumped into the lake, sloughs or other streams. Combustible portions must be burned in an incinerator and non-combustible portions carried to an approved dumping area.

10. No metal roofs shall be permitted on any structures, with the exception of boat houses and presently existing buildings.

11. All exterior finishes on all structures must be painted except brick structures.

12. The said George D. H. McMillan and Jean A. McMillan, their heirs or assigns, upon obtaining written consent of the property owners owning eighty percent of the subject property, shall have the right to alter, amend, modify, cancel or annul any or all of the conditions, restrictions, limitations and easements, herein and hereby created.

13. These covenants shall not apply to and bind any further subdivisions in the Indian Shores development.

IN TESTIMONY WHEREOF we have hereunto set our hands and affixed our seals this 25th day of June, 1966.

/s/ George D. H. McMillan (SEAL)

/s/ Jean A. McMillan (SEAL)

THE STATE OF ALABAMA §
COUNTY OF TALLAPOOSA §

I, Charles R. Adair, Jr., a Notary Public in and for the said County, in said State, hereby certify that George D. H. McMillan and Jean A. McMillan whose names are signed to the foregoing instrument, and who are known to me, acknowledge before me on this day, that being informed of the contents of the instrument they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 25th day of June, 1966.

/s/ Charles R. Adair, Jr.

Notary Public

[SEAL AFFIXED]

LAW OFFICES
OF
CHARLES R. ADAIR, JR.
DADEVILLE, ALABAMA