



AlabamaLandAgent.com

Land • Farms • Lake Property

**Chad Camp
205-478-4974**



.45+/- ACRES

Ashville, AL ~ GPS 33.810612, -86.067263

Wide Open Spaces overlooking Deep Water on Neely Henry Lake. Level Walkable Waterfront Lot. Enjoy Views of Rock Island on Ten Island. Glorious sunrises looking across the lake and Sunsets at the back. Only 2 miles from the Dam. 2 - 3 miles from Gas on the Lake. Approximate 134+/- Ft of Shoreline. Wooded Lot. Some restrictions on the property. Utilities are Odenville Water, Alabama Power and Ragland Telephone Company. No Septic or Utilities Setup. 1 Hour from Birmingham, Alabama, 2 Hours from Atlanta Georgia and Chattanooga, Tennessee.

Directions: Go I-59 to Ashville Exit 166. Right on Hwy 231. Left on County Road 26. Left onto County Road 22 "AKA" Shoal Creek Road. Right on County Road 21. Left onto Waldrop Road Bypass. Go through Ten Island Gate. Lot on the Right.

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Google

 Boundary



TEN ISLAND SUBDIVISION
PROTECTIVE COVENANTS

STATE OF ALABAMA)
ST. CLAIR COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, Paul Kell is the owner of the land described in Exhibit "A" attached hereto and made a part hereof; do hereby adopt and declare the Protective Restrictions:

- A. No more than one single family dwellings shall be erected, placed or permitted to remain on any tract.
- B. Mobile homes are permitted to be used as residences as long as such mobile homes are not over ten (10) years old when placed on said lot, and all mobile homes must be underpinned within sixty (60) days of placement on property. Underpinning material should be metal or fiberglass painted to complement the mobile home. Any addition to mobile home must complement the existing structure and be painted or covered with siding.
- C. All mobile homes are subject to inspection and approval by developer Paul Kell.
- D. All driveway pipes must be approved by County Engineer.
- E. No tent, shack, garage, barn, bus or other outbuilding erected on the tract shall, at any time, be used as a residence temporarily or permanently.
- F. Property cannot be subdivided.
- G. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats, or other household pets which may be kept provided that they are not bred or maintained for any commercial purpose.
- H. Junk yards, garbage piles, junk cars or any such thing considered to be an eyesore or a detriment to the other tracts are not to accumulate on the property.
- I. 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 an annoyance or nuisance to the neighborhood.
- J. No timber shall be cut and marketed at anytime during the life of the mortgage or Lease Sale Contract without the consent of the mortgage or Lease Sale Contract holder.
- K. All seawalls or water retaining walls must be constructed as a solid wall from concrete, wood or block brick, etc. No rocks or concrete pipes or loose material is permitted.
- L. Lots 22 thru 27 are subject to all the above restrictions and further restricted that no mobile homes shall be permitted.
- M. These covenants and restrictions shall run with the land and shall be binding upon the undersigned, their heirs, successors, and assigns. The invalidation of any one of the foregoing covenants and restrictions shall in no way affect any other provision or restriction contained therein. Any change in these covenants shall require written consent of seventy five percent (75%) of the owners of the property.

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CLERK OF PROBATE
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- N. Enforcement of these covenants and restrictions shall be by proceeding in law or equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. No property owner has any obligation to enforce any of the covenants and restrictions. Any property owner has the right to enforce said restrictions and reservations.
- O. The record owner of seventy-five percent (75%) of the tracts, their heirs, administrators, executors, successors and assigns, reserve the right to modify, release, amend or void or transfer any one or more of the herein set forth restrictions on the tracts located on the property described in Exhibit "A" hereto attached.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the 24th day of April, 1991.

By: Paul D. Kell
PAUL D. KELL

STATE OF ALABAMA
ST. CLAIR COUNTY

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

Given under my hand and official seal this 24th day of April, 1991.

Melinda Smith
NOTARY PUBLIC

MY COMMISSION EXPIRES DECEMBER 1, 1992

ST. CLAIR COUNTY
MTG. TAX \$ _____
DEED TAX _____
RECORDING FEE 5.00
INDEXING FEE 2.00
CERT. FEE 1.00
TOTAL \$ 8.00

'91 JUL 5 PM 2 09
WALLACE WYATT, JR.
JUDGE OF PROBATE

RECORDED IN ABOVE
DEED VOLUME & PAGE
FILED ASHVILLE, AL

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