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STATE OF ALABAMA)
LAUDERDALE COUNTY)

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Elizabeth Dabney Gerber and her husband, Theodore Gerber, being the owners of that certain subdivision known and designated as Bagatelle, a map or plat of said subdivision being recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book No. 4, on Page 33 (the legal description thereof being hereby adopted by reference), hereby impose upon all of the lots in said subdivision, according to the plat thereof, the following covenants and restrictions:

(1) All lots in said subdivision shall be used for residential purposes only and no structure, other than one single family dwelling, appurtenant garages or outbuildings, and piers or boathouses, shall be erected, placed or permitted to remain on any lot or combination of lots, except as hereinafter provided in Paragraph (3) and said single family dwelling shall not exceed one and one-half stories in height. Under no circumstances shall any outside toilets, barns, or any other unsanitary condition be permitted to remain on any of the lots of said subdivision. All sanitary facilities shall meet the approval of Lauderdale County, Alabama Health Department, including the use of septic tanks or like acceptable system.

(2) All dwellings constructed or placed upon said property shall be of a permanent residence type and shall have a living area of at least 1000 square feet, exclusive of basements, permissible outbuildings, carports, garages, terraces, porches and

the like. The use of composition or asphalt exterior siding, sheets, shingles, or asbestos siding on any building or structure is expressly prohibited, except on the gables or roof.

(3) No trailer, bus body or like structure, tent, shack, garage, basement or permitted outbuilding, placed or erected on any lot in said subdivision shall be at any time used as a residence, either temporary or permanent, nor shall any residence of a temporary character be permitted under any circumstances, except only on Lots 22 and 23 as hereinafter provided. The removal of wheels or the affixing or placing of any trailer, mobile home or like device or structure to a permanent foundation shall not take the use of any such trailer, mobile home or like device or structure outside the prohibition of the next preceding sentence.

However, the foregoing restriction as to use as a residence notwithstanding and until a residence has been constructed thereon, one trailer may be placed or allowed to remain on Lots 22 and 23 of said subdivision, but only until such time as the aforesaid owners shall make full delivery of a deed thereto or until September 1, 1974, whichever shall be sooner. All other restrictions contained herein shall be strictly observed on said two lots, particularly those restrictions as to toilets, sanitation, the maintenance of lot cleanliness and use of the premises.

(4) Any fence erected on any lot must be made of such material and constructed in such a manner so as not to obstruct the adjacent property owners' view of that portion of the lake and water front which but for said fence would be visible from such adjacent lot or lots.

(5) No animals or livestock of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

(6) No business of any kind, trade, commercial enterprises or obnoxious or offensive activity, shall be engaged in or carried on upon any lot on said property, nor shall anything be done thereon which may be or become any annoyance, danger, or nuisance to the neighborhood, including but not limited to the discharge of guns, air or otherwise.

(7) The street and lake frontage of all lots shall be maintained clean and neat at all times and no noxious or offensive conditions shall be continued thereon or thereabouts. No lot shall be used or maintained as a dumping ground for rubbish or garbage. Trash, garbage or other waste shall not be kept except in sanitary containers, and all incinerators or other equipment and containers for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(8) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot.

(9) No sign of any kind shall be displayed in public view on any lot except one professionally prepared sign advertising the property for sale or rent, or signs used by a building or owner to advertise the property during the construction and sale thereof.

(10) Perpetual easements are reserved for utility installation and maintenance as set forth on said recorded plat.

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(11) No building or structure shall be located on any lot nearer than 15 feet to a side lot line. No building or structure shall be located nearer than 80 feet to the 505 contour level of Wilson Lake or nearer than 50 feet to the street lot line. Nothing above contained shall affect the location and erection of boathouse or piers on the lake front.

(12) Any permanent changes to or variance from any of the provisions of the protective covenants herewith filed may be made by an instrument in writing, clearly indicating such intention, duly executed by the then record owners of three-fourths of the lots in said subdivision, said instrument being duly acknowledged according to law and recorded in the office of the Judge of Probate of Lauderdale County, Alabama.

(13) If the parties hereto, or any of them, or their heirs or assigns or successors, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons, corporation or corporations, or any other legal entity owing any real property covered by these covenants, to prosecute any proceedings at law or in equity against the persons or other party or entity violating or attempting to violate any such covenant, and either to prevent him or them or such entity from doing, or to recover damages for such violation.

Invalidation of any one of these covenants or any group of them by judgment or court order in no way shall affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned hereby adopt, ratify and confirm the foregoing by hereunto setting their hands and affixing their seals this 31st day of August, 1968.

Elizabeth Dabney Gerber (SEAL)
Elizabeth Dabney Gerber
Theodore E. Gerber (SEAL)
Theodore Gerber

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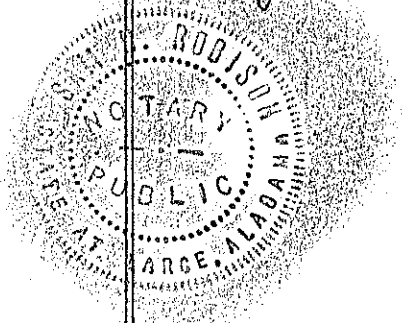
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STATE OF ALABAMA)
LAUDERDALE COUNTY)

I, SAM H. ROBISON, a Notary Public in and for the said County and State, hereby certify that Elizabeth Dabney Gerber and husband, Theodore Gerber, whose names are signed to the foregoing Protective Covenants and who are known to me, acknowledged before me on this day that, being informed of the contents of these Protective Covenants, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31 day of August, 1968.



Sam H. Robison
Notary Public

Compliments of Alabama Land Services, Inc.

STATE OF ALABAMA, LAUDERDALE COUNTY

I hereby certify that the foregoing instrument was filed in my office for record on Sept 3, 1968 at 10:38 o'clock A.M., and duly recorded in Vol. 967 Page 256-60 hereby certify that the Mortgage Tax to amount of \$_____ and the Deed Tax amount of \$_____ have been paid on this instrument.

Estel R. [Signature]