

STATE OF ALABAMA

6859

COUNTY OF LAUDERDALE

WOL 1075 PAGE 170

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned being all the owners of and all the parties having any right, title or interest in that certain property located in Lauderdale County, Alabama, more particularly described as follows, to-wit:

All of the fractional NE $\frac{1}{4}$ of Section 3, Township 3, Range 9 West, that lies East of Douglas Branch containing 12 acres, more or less; also a part of Section 2, Township 3 South, Range 9 West, Lauderdale County, Alabama more particularly described in that unrecorded plat of Pebble Beach and also more particularly described as follows: Begin 1391.43 feet South and 2550.81 feet West of Northeast corner of the Northwest $\frac{1}{4}$ of Section 2, Township 3 South, Range 9 West; run Southwest, South 19 degrees West along the West boundary of Lot 30, Pebble Beach Subdivision as recorded in Plat Book 4, at page 69, a distance of 420.5 feet to the Southwest corner of said Lot 30; run thence Westerly to the West boundary of Section 2, Township 3 South, Range 9 West; run thence North along the West boundary of said Section to a point on the South boundary of a road intersecting Douglas Branch and Wilson Lake; run thence in a Southeasterly direction a distance of 271 feet to the West boundary of a 60 foot road; run thence in a Southeasterly direction across said road approximately 60 feet more or less to the East boundary of said 60 foot road; run thence in a Southwesterly direction along the East boundary of said road approximately 600 feet to an angle in said road; run thence at an angle of 81 degrees 33' along the North boundary of said Cooper Road a distance of 100 feet to a point; thence South 19 degrees West a distance of 60 feet across said road to the point of beginning.

Said property being surveyed and divided into eleven (11) tracts numbered 31 through 41, by Robert W. Gass, Surveyor, on December 7, 1973, hereby impose upon all of said property and all of said tracts, the following covenants and restrictions:

1. All of said tracts shall be for residential use only and not more than one residence shall be erected on any tract except that one residence may be built on one tract and a part of another tract if both tracts are owned by the individual building said dwelling. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling except for a private garage for said residential dwelling and other out buildings incidental to residential use of the tract, except

that one residence may be built on one tract and a part of another, as provided above.

2. All dwellings constructed upon said property shall be as a permanent residential type. All dwellings must have a living furnished area, exclusive of basements, out buildings, garages, terraces or porches, but including a carport, of at least 1500 square feet for a one story dwelling or at least 2,000 square feet for a dwelling of more than one story of floor are.

3. No building structure shall be located on any tract nearer than 15 feet to an interior tract line, except where one owner owns more than one lot and then no structure shall be located on any tract nearer than 15 feet to said owner's property line. No building shall be located nearer than 25 feet from the high water mark of Lake Wilson, but this restriction does not apply to piers or boat houses. No pier shall be constructed longer than 20 feet from the high water line of Wilson Lake extending out from any tract except tracts 31, 32, 33, and 34. No building shall be located nearer than 25 feet to a front tract line or nearer than 25 feet to any street or road right of way.

4. No fence, wall, hedge or shrubbery planting which obstructs the site lines of elevation between two and six feet above the roadway shall be placed or permitted to remain on any corner of any tract or across the front of any tract in such a manner as to obstruct the view of any vehicular traffic on any such road, roadway, driveway or alley entering into such road. No trees shall be permitted to remain within a distance to so obstruct any traffic unless the foliage line is maintained at sufficient height to prevent obstruction of said sight lines.

5. No basement, tent, shack, garage, barn, boat house or other out building erected on any tract shall at any time be used as a residence, temporary or permanent, nor shall any trailer, mobile home, bus body or like structure be parked upon or erected upon said property or used as a residence, temporary or permanent, nor shall any residence of a temporary character be permitted with regard to construction or structure involved.

6. No business of any kind or trade or commercial enterprise, obnoxious or offensive activity, shall be engaged in or carried on upon any tract, or on said property, nor shall anything be done therefore which may be or become any annoyance, danger or nuisance to the neighborhood, including the discharge of guns, air or any kind.

7. No tract shall be used or maintained as a dumping ground for rubbish or garbage. Trash, garbage or other waste shall be kept in sanitary containers and all incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No dry or chemical type toilets shall be constructed, permitted or allowed upon any tract.

8. No oil drilling or oil development operation, quarrying or mining operations of any kind shall be permitted upon or in any tract nor shall oil wells or mineral excavations or shaft be permitted upon any tract.

9. A perpetual easement is reserved for utility installation and maintenance as set forth on any recorded or unrecorded plat of said property as made or constructed by the City of Florence Electricity Department. The granting of this easement or right of access shall not prevent the use of the area by the owner for buildings thereon.

10. The owners of said tracts will maintain the water front of said tracts in a clean and neat condition at all times and allow no noxious or offensive conditions to continue thereon.

11. No structure of any kind shall be built on said property until the plans for same have been approved by the Architectural Control Committee, which approval shall not be unreasonably withheld. If no injunction suit has been filed by the time any structure is completed, it shall be conclusively presumed that the plan for same was approved and no further approval shall be necessary.

12. The "Architectural Control Committee" for such subdivision shall consist of Hagan Lee Cooper, Mary Allaree Cooper and Charles Stanley Holt. A majority of the committee may designate a representative to act for it or cast any vote. Any vote on any question presented to the committee may be presented orally in any committee meeting, or in writing whether or not such party may be present at such meeting. The members of such committee shall serve until they shall resign or be removed by death, disability or insanity and the remaining members shall have full authority to designate a successor in such case.

13. At any time, the then record owners of three-fourths of the tracts making up said property shall have the power through a duly sworn instrument to change the membership of the "Architectural Control Committee", or to withdraw from the committee or restore to it any of its powers and duties. The "Architectural Control Committee" shall be vested with authority and power to pass upon, by approval or disapproval, any changes in the architectural requirement for any structure as designated in these protective covenants. Any desired deviation or change shall be presented to the "Architectural Control Committee" in writing and the approval or disapproval as required in these covenants by such committee, shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction had been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

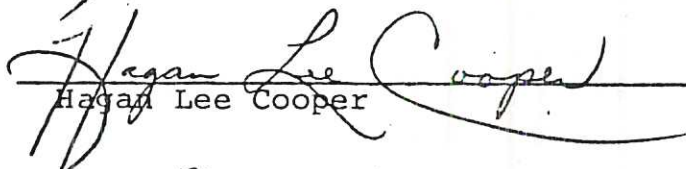
14. Any change or deviation from any of the protective covenants herein stated, other than those covenants which deal with the type of structure or quality of the structure allowed, may be waived in a single instrument, by an instrument in writing duly executed by the then record owners of three-fourths of the tracts making up said property, such instruments being acknowledged according to law and duly recorded in the office of the Judge of Probate of Lauderdale County, Alabama. Any permanent changes in 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 tracts making up said property, said instrument being duly acknowledged according to law and recorded in the office of the Judge of Probate of Lauderdale County, Alabama.

15. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them and if the parties hereto, or any of them or their heirs, assigns or successors, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other legal entity owning any real property covered by these covenants, to prosecute said proceedings in law or at equity against the person or persons or other parties or entities violating or attempting to violate any such covenant, and either to prevent him or them or such entity from so doing, or to recover damages for such violations.

16. Invalidation of any one of these covenants or any group of them by judgment or court decree shall in no way affect any of the other provisions which shall remain in full force and effect. In any of the above covenants where the term "record owners" is used, the said term shall not include mortgagees.

IN WITNESS WHEREOF, the undersigned parties hereby adopt, ratify and confirm the foregoing by executing same on this the 17 day of July, 1974.


Hagan Lee Cooper (SEAL)


Mary Ellaree Cooper (SEAL)


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STATE OF ALABAMA
LAUDERDALE COUNTY

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Hagan Lee Cooper and wife, Mary Ellaree Cooper, 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 the protective covenants, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 17 day of July, 1974.

John C. McHenry
Notary Public

A circular notary seal for John C. McHenry, Notary Public, Lauderdale County, Alabama. The seal contains the text "NOTARY PUBLIC", "LAUDERDALE COUNTY", and "ALABAMA".

Filed, August 14, 1974

Recorded, Book 1075, Pages 1170-1176

STATE OF ALABAMA,
LAUDERDALE COUNTY, PROBATE COURT
I hereby certify that the foregoing instrument was
presented to me in this office on Aug 14 1974
and duly recorded in Volume 1075 Page 1170-76
Record Tax \$..... Mtg. Tax Fee

William Blumstein Judge of Probate

AMENDMENT TO PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned being all the owners of and all the parties having any right, title or interest in that certain property located in Lauderdale County, Alabama, more particularly described as follows, to-wit:

PEEBLE BEACH ADDITION NUMBER ONE, as recorded in the office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 4 at Page 170.

That the above described property was surveyed and divided into eleven (11) tracts numbered 31 through 41, by Robert W. Gass, Surveyor, on December 7, 1973, and certain protective covenants were executed against said property, said covenants being filed August 14, 1974, in Book 1075, at pages 1170-1176 in the office of the Probate Judge of Lauderdale County, Alabama.

That since said covenants were placed against the unrecorded subdivision and the above described property, that said property has since been resurveyed and subdivided and a subdivision plat has been recorded in the office of the Probate Judge of Lauderdale County, Alabama, in Plat Book 4 at Page 170.

That said protective covenants filed August 14, 1974, and recorded in Book 1075, at page 1170-1176, are adopted for the above described subdivision, with the exception that whereas in said original protective covenants the word "tracts" is used, said word shall be substituted with the word "lots".

All of the remaining conditions and stipulations in said originally filed protective covenants shall be reimposed against the above described property as set out fully herein and re-recorded and said original covenants, with the exception of the description and the exception of the word tracts being substituted with the word lots, are hereby imposed against the above

described property and all of the stipulations, conditions and covenants are hereby imposed against said property and shall run with the land and be binding on all parties, their heirs, assigns and successors.

IN WITNESS WHEREOF, the undersigned parties hereby adopt, ratify, and confirm the foregoing by executing same on this the 7th day of June, 1976.

Hagan Lee Cooper
Hagan Lee Cooper

Mary Ellaree Cooper
Mary Ellaree Cooper

STATE OF ALABAMA

LAUDERDALE COUNTY

I, the undersigned, a Notary Public, in and for said county in said state, hereby certify that Hagan Lee Cooper and wife, Mary Ellaree Cooper, whose names are signed to the foregoing amendment to protective covenants, and who are known to me, acknowledged before me on this day that, being informed of the contents of said amendment to protective covenants, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 7th day of June, 1976.

Sanctus J. [Signature]
Notary Public

STATE OF ALABAMA,
LAUDERDALE COUNTY, PROBATE COURT
I hereby certify that the foregoing instrument was
filed to record in this office on June 7, 1976
1:42 P.M. and duly recorded in Vol 1102 Page 327-28
Deed Tax \$..... Mtg. Tax \$..... Fee.....

William Blumstein Judge of Probate

Filed, June 7, 1976

Recorded, Book 1102, Pages 327-328