

3036

STATE OF ALABAMA

LAUDERDALE COUNTY

PART A. WHEREAS, Putman Construction and Realty Company, Inc., a corporation, is the owner of all the lots and property known as Twin River Estates, First Addition, Lauderdale County, Alabama according to the plat of said subdivision of record in the Office of the Judge of Probate, Lauderdale County, Alabama, in Plat Book 4, page 122, and

WHEREAS, it is desired by the owner of said property to fix and establish certain restrictions as to the use and enjoyment of all the lots or parcels of land located in Twin River Estates, First Addition, thereby protecting all persons, firms or corporations that may hereafter become the owners of said property, lots or parts thereof.

NOW, THEREFORE, the said Putman Construction and Realty Company, Inc., a corporation, does by these presents establish and fix protective covenants and restrictions as to the future use of lots or parcels of land embraced in said plat and do grant to the public and to the future owners of any part of the land embraced in said plat, as a part of the enjoyment of the properties that may be acquired in said plat, the right to enforce such restrictions and rights as follows:

PART B. AREA OF APPLICATION

1. LAND USE: Will use the land herein conveyed, described as all lots in the said subdivision only for the purpose of construction, maintaining and using a private summer home or single-family residence thereon, or for other purposes of private recreation. Any lot in said subdivision herein conveyed to be used only for such purposes as are compatible with recreation subdivision development or as may be necessary for the enjoyment of the waters of Wheeler Reservoir, including, but not limited to, such recreation facilities as a club house, a caretaker's residence, boat storage and marine facilities together with such necessary and appurtenant outbuildings as may be required.
2. COST: No one will construct or maintain or cause or suffer to be constructed or maintained on any lot any building other than a single dwelling costing not less than \$6,500.00, with necessary and appurtenant outbuildings. Costs based upon cost levels prevailing on the dates these covenants are filed.
3. LOCATION: No one will construct or maintain or cause or suffer to be constructed or maintained on any lot any building located nearer than 10 feet from any side of said lots and not nearer than 20 feet from the margin of the right-of-way of any road or street.
4. NUISANCES: No noxious or offensive activity (outdoor drinking parties, excess nudity or other lude or indecent conduct) and/or excessive distracting or irritating noises (unreasonably loud amplifiers or loud speaker) shall be carried on in any building or upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
5. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shed, barn or other out building shall be used on any lot at any time as a residence for more than twelve month from the original purchase from the developer. Outside toilets shall not be permitted except during construction and during which period shall not exceed 120 days.
6. OIL AND MINING OPERATIONS: 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. No derrick or other structures designed for use in boring for oil or natural gas shall be erected maintained or permitted upon any lot.

7. GARBAGE AND REFUSE DISPOSAL: No Lot shall be used or maintained as a dumping ground for rubbish, nor shall it be dumped into the water. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition. All purchasers will be required to agree and covenant not to use any of the land sold in any way that would tend to pollute the reservoir waters.

8. TERMS: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

9. ENFORCEMENT: Enforcement shall be by proceedings at law/in equity or against any person or persons violating or attempting to violate any covenant set out herein, or to restrain attempted violations, or to recover damages therefore.

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

11. RELEASE OF DAMAGES DUE TO EROSION OR SOAKAGE: All purchasers will be required to agree and covenant that the owners its successors, agents or assigns shall not be liable for any loss or damage to the properties purchased by them or any improvements located thereon due to erosion or soakage of the land as a result of wave action, fluctuation of water levels or other causes.

IN WITNESS WHEREOF, on this the 31st day of March, 1972, the said Putman Construction and Realty Company, Inc., a corporation, has caused those having the authority so to do to hereunto set their hands and seals for and as an act of the said corporation.

PUTMAN CONSTRUCTION AND REALTY COMPANY, INC.,
a corporation

BY: D. L. Putman
PRESIDENT

ATTEST:
BY: Frank D. Dawson
SECRETARY

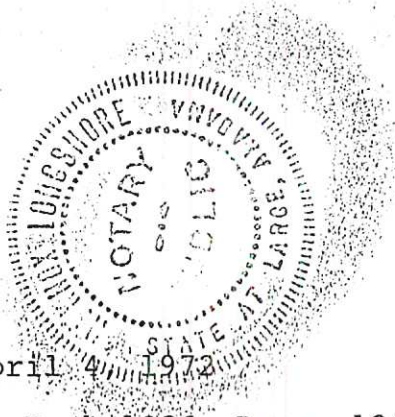
STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned, a Notary Public in and for said County and State, hereby certify that D. L. Putman and Frank Dawson, whose names appear as President and Secretary respectively of Putman Construction and Realty Company, Inc., a corporation, on the foregoing restrictions and who are known to me, acknowledged before me on this day that being informed of the contents of said document, they as such officers and with full authority did executed the same voluntarily for and as an act of said corporation on the day same bears date.

GIVEN, under my hand and seal this 31st day of March, 1972.

W. H. Longshore
NOTARY PUBLIC



Filed: April 4, 1972

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