

STATE OF ALABAMA

5106

LAUDERDALE COUNTY

PROTECTIVE COVENANTS

The undersigned, Hagan Lee Cooper, being the owner of all the property embraced in that subdivision shown on the map and plat prepared by Robert W. Gass, Surveyor, known and designated as PEBBLE BEACH, located in Lauderdale County, Alabama, and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book No.4 , at Page 69, hereby impose on all the lots provided in said plat of the above described subdivision the following covenants and building restrictions:

SECTION A

1. All lots are for single-family residential purposes and use only, and only one residence may be built on each of said lots. No commercial enterprise of any kind shall be permitted or allowed to begin, continue or exist thereon.
2. No noxious or offensive trade and activity shall be carried on upon said lots, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.
3. No house or similar type trailer, tent or shack shall be erected, placed or located on the tract or any lot thereof for any purpose, except that a temporary structure, other than a trailer, for the storage of tools and materials may be placed on the tract or a lot during the reasonable time required for the construction of a dwelling on a lot, and no basement, tent, shack, garage, or other outbuilding erected or placed on the tract or upon any lot shall be at any time used as a residence, or as a camp, except that bona fide house servants employed by the owner of any individual lot may reside in a garage or suitable outbuilding upon said lot.
4. No dry or chemical type toilets shall be constructed, permitted or allowed upon any lot.
5. The owners of said lots will maintain the waterfront of said lots in a clean and neat condition at all times and allow no noxious or offensive conditions to continue thereon.

6. No residence shall be constructed on said lots unless there is constructed concurrently therewith a septic tank or similar sewage disposal system of a type meeting the approval of the State and County public health officials.
7. No fireworks, firecrackers, guns, rifles, pistols, or other firearms, whether using powder, gas or air, shall be discharged on any lot or any part of said subdivision.
8. No animals, livestock or poultry of any kind shall be raised, bred or kept on said lots except that dogs, cats or other pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.
9. Said lots shall not be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean, sanitary condition. No garbage, sewage, or other refuse shall be disposed by dumping or being discharged into the waters of Lake Wilson.
10. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon said lots nor shall oil wells, tanks, tunnels, mining excavations or shafts be permitted upon said lots. No derrick or structure drilling or boring for oil or natural gas shall be erected, maintained or permitted upon said lots.
11. No building shall be located nearer than 15 feet to an interior lot line nor closer than 25 feet to front lot line. No building shall be located nearer than 50 feet from the high water line of Lake Wilson, but this restriction does not apply to piers or boathouses. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on said lots to encroach upon another lot. The foregoing provisions shall not be construed as prohibiting two or more lots from being used as one building site, but only one residence may be built on any one lot.

12. No dwelling shall be permitted on said lots at a cost less than \$10,000.00, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded, at the minimum cost stated herein, for the permitted dwelling size. The ground floor area of the main structures, exclusive of one-story open porches and garages, shall be not less than 1100 square feet for a one-story dwelling, nor less than 800 square feet for a dwelling of more than one story.

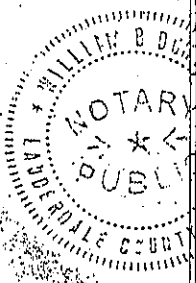
13. Perpetual easements are reserved for utility installation and maintenance, as shown on the recorded plat.

SECTION B

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1987, and then continue for successive ten(10) year periods, unless changed or modified by a majority of all of the owners, not including mortgagees, of the lots in said subdivision, and shall be binding upon the parties hereto or any of them, their heirs or assigns, or any party claiming under them, who shall violate or attempt to violate any of the covenants herein. It shall be lawful for any person or persons owning real property situated in said subdivision or the parties hereto to prosecute any proceeding, in 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 or other dues for such violation.

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

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this, the 10 day of March, 1967.



Hagan Lee Cooper (SEAL)

STATE OF ALABAMA
LAUDERDALE COUNTY

I, William B. Duncan, Notary Public in and for the State and County aforesaid, hereby certify that Hagan Lee Cooper, whose name is signed to the foregoing Protective Covenants, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Protective Covenants, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 10 day of March, 1967.

William B. Duncan
Notary Public

Filed: March 10, 1967

Recorded: Book 934 pages 424-6.