

STATE OF ALABAMA

LAUDERDALE COUNTY

RESTRICTIVE COVENANTS

VOL 1109 PAGE 052

PART A. WHEREAS, Putman Realty & Auction, Inc., a corporation, is the owner of all the lots and property known as Twin River Estates, Third Addition, Luaderdale County, Alabama, according to the plat of said sub-division of record in the Office of the Judge of Probate, Lauderdale County, Alabama, in Volume 5, Page 9, 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, Third Addition, thereby protecting all persons, firms or corporations that may hereafter become the owners of said property, lots or parts thereof, and

WHEREAS, these restrictions apply only to the waterfront lots described as Lots 1-2-3-4-5-6-7-8-9-10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-and 31, Block 1, but does not apply to Block 2, further described as secondary lots.

NOW, THEREFORE, the said Putman Realty & Auction, 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 \$12,000.00, with necessary and appurtenant outbuildings as may be required. Costs based upon cost levels prevailing on the dates these covenants are filed.

3. LOCATION: No one will construct or maintain or cause to 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 (unreasonable loud amplifiers or loud speakers) 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 charactor, trailer, basement, tent shed, bar or other outbuilding shall be used on any lot at any time as a residence for more than twelve (12) months 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 or 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 of these covenants recording, after which time said covenants shall automatically be 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 or in equity 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 judgment 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 28 day of January, 1977, the said Putman Realty & Auction, 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 REALTY & AUCTION, INC., a corporation

ATTEST:

BY:

D. L. Putman
Its President

BY:

Sarah Wilbourn
Its 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 Sarah Wilbourn, whose names appear as President and Secretary respectively of Putman Realty & Auction, 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 execute the same voluntarily for and as an act of said corporation on the day same bears date.

GIVEN, under my hand and seal this 28 day of January, 1977.

Harold W. Putman
Notary Public

MY COMMISSION EXPIRES 12/21/77

STATE OF ALABAMA,
LAUDERDALE COUNTY, PROBATE COURT
I hereby certify that the foregoing instrument was
filed to record in this office on Jan. 28, 1977
at 2:42 PM o'clock and duly recorded in Vol. 1109 page 1052-53
State Tax \$ _____ Mig. Tax _____ Fee _____

William Blumstein Judge of Probate

VOL 1109 PAGE 1053

STATE OF ALABAMA

: 5541

COUNTY OF LAUDERDALE

CORRECTED

REVOCATION OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that, heretofore on to-wit: the 6th day of December, 1976, PUTMAN REALTY & AUCTION, INC., did establish certain restrictive covenants which were recorded in Volume 1109, Page 733, Probate Office, Lauderdale County, Alabama, to be applicable to the following described real estate, lying and being in the County of Lauderdale, State of Alabama, to-wit:

Twin River Estates Third Addition as recorded in Volume 5, Page 6, Probate Office, Lauderdale County, Alabama.

AND WHEREAS, all of the above described property is presently owned by Putman Realty & Auction, Inc., an Alabama Corporation, and James P. Rodgers and wife, Marguerite E. Rodgers, individuals, and

WHEREAS, the undersigned owners of the legal and equitable title to the above described property are desirous of revoking the said restrictive covenants as they apply to the above described property;

NOW THEREFORE, the undersigned as owners of all of the property described in said restrictive covenants, dated and recorded December 6, 1976, in Volume 1109, Page 733, do hereby revoke, annul and cancel the said restrictive covenants as the same applies to the above described property in its entirety, that said restrictive covenants are declared NULL and VOID and shall have no further force and effect whatsoever and that said property from this date shall be free from said restrictions.

IN WITNESS WHEREOF, the parties have executed this Revocation of Restrictive Covenants on this the 1 day of March, 1977.

PUTMAN REALTY & AUCTION, INC., a corporation

ATTEST:

BY: D. L. Putman

its president

Sarah Wilbourn

its secretary

/s/ James P. Rodgers (SEAL)
James P. Rodgers

Marguerite E. Rodgers (SEAL)
Marguerite E. Rodgers

Acknowledged in Code Form by D.L.Putman and Sarah Wilbourn, as President and Secretary respectively, of Putman Realty & Auction, Inc., a corporation before Kenneth W. Putman, a Notary Public for Madison County, Alabama. This the 1st day of March, 1977. (Seal)

Acknowledged in General Code Form by James P. Rodgers and wife Marguerite E. Rodgers before Karer S. Putney, Notary Public for Alaclina County, Florida. This 1st day of March, 1977. (Seal)

Filed, May 3, 1977

Recorded, Book 1114, Pages 721-722