

to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from doing so or to recover damages or other dues, assessments, penalties or sanctions for such violation.

1. All of the said property comprising the property conveyed herein shall be exclusively used for single family residential purposes except the property designated by Grantee for recreational purposes for owners of lots or tracts and their families and guests, which may include but may not necessarily be limited to tennis courts, swimming pool, recreational center or fitness center. The term "family" as herein used shall mean one or more persons related by blood, marriage or adoption and living as a single, non-profit, non-commercial housekeeping unit.

2. No trade, business or commercial activity of any kind or character shall be conducted upon or permitted upon any of said property or any subdivided lot of said property.

3. No trailer, mobile home, barn, tent, bus body, shack, basement, or other similar outbuilding or structure or device shall be placed on any subdivided lot of said property, either temporarily or permanently, for any reason; provided, however, during the construction phase of any dwelling or any other approved improvement, such temporary structure may be permitted during the construction phase only with the express prior written consent of the Architectural Control Committee or its designated representative.

4. No manufactured or pre-fabricated buildings or structures shall be erected, placed, constructed, or allowed to remain on said property or on any subdivided lot of said property.

5. No noxious or offensive activity shall be carried on or upon any parcel or lot comprising the said property, nor shall anything be done there intending to cause embarrassment,

discomfort, annoyance or nuisance to the neighborhood. A determination of whether any activity violates this restriction shall be in the sole discretion of the Architectural Control Committee, which is itself hereby vested with the power and right in its own name as representative for all record land owners to bring any proceedings at law or in equity against the person or persons violating or attempting to violate any such restriction.

6. There shall not be maintained any plants, or animals or stables or device or anything relating thereto, the normal activities or existence of which is in any way noxious, dangerous, unsightly, unpleasant or to a nature as may diminish or destroy the enjoyment of other property in the area by the owners thereof. Reference herein to other property in the area shall specifically include Turtle Cove Subdivision and Harbour Cove Subdivision, and the Architectural Control Committee herein named is, as set forth under Paragraph 5 above, specifically vested with the obligation and right to enforce this restriction.

7. No animals, livestock or poultry of any kind shall be raised, bred or kept on any property or any lot subdivided from said property, except that dogs, cats, or other household pets may be kept; provided that they are not kept, bred, or maintained for commercial purposes. No owner shall keep or maintain any pet or animal that has vicious propensities or that becomes a nuisance to the neighborhood under the standards set forth above.

8. No boat, truck, trailer or any structure or vehicle of a temporary mobile nature, other than a passenger automobile shall be regularly parked, stored, or exhibited on said property or any subdivided lot of said property in any manner that would be conspicuous or offensive to the neighborhood.

In the event any part or parcel of the described property upon which the aforesaid covenants are hereby impressed are

subsequently subdivided, the following specific restrictions and covenants as to lots subdivided from said property hereby conveyed shall thereafter apply:

(a) Only one (1) detached single family residential dwelling, including any other herein permitted structure, shall be erected, constructed, altered, placed or permitted to remain on any subdivided lot.

(b) No building or structure shall be erected, constructed, altered, placed or permitted to remain on any subdivided lot other than one detached single family dwelling, and attached or detached garage, one accessory building and boathouse and pier. "Accessory building" shall mean a subordinate building, the use of which is incidental to and directly related to the use of said dwelling for single family residential purposes. No sleeping, living, or cooking quarters or uses will be permitted within any boathouse. Any such accessory building may not be constructed prior to the construction of a single family residence. No accessory building may be leased or rented except as a part of the entire premises, including the single family residence.

(c) All single family dwellings shall contain a furnished living area, exclusive of basements, accessory buildings, carports, garages, terraces, porches and the like of at least 1,700 square feet with at least 1,000 square feet on the main floor which must be totally above ground. No dwelling, garage, or accessory building may exceed two (2) stories in height, excluding basements.

(d) The exterior siding of all dwellings, boathouses, detached garages, and accessory structures shall be of natural woods, clay based brick, or natural cut stone or such siding as is approved by the Architectural Control Committee. The use of asbestos, composition or asphalt exterior siding is prohibited. Foundations are not included within the definition of "exterior siding". Concrete blocks

may be used for foundations provided any exposed portion is covered with concrete, plaster or a like substance.

(e) No dwelling or accessory structure or detached garage shall be located nearer than thirty (30) feet to any front (roadside) lot line; nearer than thirty (30) feet to the 509.34 contour (formerly 505) of Lake Wilson/Six Mile Creek, or rear lot line as the case may be; or nearer than fifteen (15) feet to any interior lot line not fronting on a roadway.

(f) No boathouse or pier shall extend into Lake Wilson/Six Mile Creek more than fifty (50) feet measured from the 509.34 foot elevation (contour) of Lake Wilson/Six Mile Creek.

(g) No dwelling, garage, boathouse, pier, accessory structure, fence, wall, mailbox, swimming pool, tennis court, satellite dish or antenna, or any other structure shall be placed, commenced, erected, constructed, maintained or built upon any lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, shape, kind, color, height, materials, and locations of same shall have been submitted to the Architectural Control Committee and approved by it or its designated representative in writing as to harmony of external design and materials and location in relation to surrounding dwellings, accessory structures and other permitted structures and topography. Notwithstanding compliance with the other specific provisions contained in these covenants concerning design, materials, size and location of structures, the Architectural Control Committee is given the express and absolute authority and power, in its sole discretion, to disapprove the proposed plans, location or specifications upon any grounds herein set forth or otherwise, including but not limited to purely aesthetic considerations, which in the sole discretion of the Architectural Control Committee are deemed sufficient. In arriving at a decision as to the approval or

disapproval of locations of any proposed addition or specific requirements as to location herein set forth, the Architectural Control Committee will consider: location of structures so that a maximum amount of view and breeze will be available to each dwelling; location of structures with regard to topography of each building site, taking into account the height of hills, the location of large trees and similar considerations. Over and above the specific requirements as to location herein set forth, the Architectural Control Committee shall have the right to control absolutely and to solely decide the precise site and location of any dwelling, garage, accessory structure, boathouse, pier or other structure on or appurtenant to any building site or lot. One copy of the plans and specifications must be furnished to the Architectural Control Committee and its approval in writing obtained before the commencement of construction or site preparation. In the event the Architectural Control Committee or its designated representative fails to approve or disapprove such plans and specifications within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been complied with.

When the construction of any building is started, work thereon must be prosecuted diligently and must be completed within a reasonable time and the construction of any building must be completed within twelve (12) months. All debris from the clearing of any lot for construction must be transported and discarded outside of said subdivision.

(h) The owner of each subdivided lot shall be required to provide a screened storage area for garbage cans or bags or to provide underground garbage receptacles or similar facilities in accordance with reasonable standards to be established by the Architectural Control Committee.

(i) No subdivided lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage of such material shall be kept in a clean and sanitary condition.

(j) The location of all septic tanks and appurtenances thereto must be approved by the Architectural Control Committee prior to their installation. Septic tanks and accompanying facilities are to be installed and maintained according to the rules of the State of Alabama Public Health Department and any other governmental agency which is authorized by law to issue regulations concerning such septic tanks and appurtenances.

(k) No storage tanks of any kind shall be permitted above ground.

(l) Clotheslines or drying yards shall be so located as not to be visible from the street serving the premises. No garbage incinerator shall be permitted.

(m) No wire cyclone fence, treehouse, or like structure shall be permitted at the front of any lot nearer to the street than the backside of the house, and any such fence, wall, other fence or treehouse or like structure to be built on any lot shall be erected only after obtaining the approval in writing of the Architectural Control Committee. Material for the construction of the items described within this paragraph must be in such a manner so as not to obstruct the adjacent property owner's view of that portion of the lake and waterfront which beforesaid fence or structure would be visible from such adjacent lot or lots.

(n) None of the subdivided lots, nor any part thereof, shall be used as a roadway, footpath, trailer accessway of any kind to provide any person or persons with access or entry to Lake Wilson other than the owner of a subdivided lot, his or her family and their bonafide guests,

except easements that are specifically and especially granted in writing to the respective owners hereof.

(o) No subdivided lot of said property may be further divided or subdivided, without the express, prior written consent of the Architectural Control Committee, to be named by Grantee, which said consent to be effective must be filed for record in the office of the Judge of Probate, Lauderdale County, Alabama.

(p) No commercial signs except "For Sale" and other similar signs shall be erected or maintained on any subdivided lot of said property except with the prior written consent of the Architectural Control Committee or except as may be required by legal proceedings. In the event such permission is granted, the Architectural Control Committee reserves the right to restrict size, color and content of such signs.

(q) The Architectural Control Committee shall consist of at least two (2) members and not more than five (5) members.

Except as hereafter provided; any approval required by the Architectural Control Committee may be executed by a representative designated by the Committee. Any matter presented to the Committee shall be in writing and as otherwise provided herein. Members of such Committee shall serve until they resign or be removed by death. Any then remaining member or members shall have full authority and power to designate a successor or successors in any case. The members of the aforesaid Architectural Control Committee shall be also members of any Architectural Control Committee established by any subdivision of the property herein described. The members of the aforesaid Committee, when acting as members of the Architectural Control Committee of any tract subdivided from the property herein described, shall have the sole and exclusive right by casting a single vote, to veto any decision of the other member of any Architectural Control Committee

established under a subdivision of the property described herein. A majority of the Architectural Control Committee may, at its sole discretion, waive any of the restrictions contained in paragraphs (d) through (m), inclusive, whether such violations be present or prospective. Such waiver to be effective must be reduced to writing under the signature of the majority of the members of the Committee and acknowledged by them before a Notary Public filed for record in the Office of the Judge of Probate of Lauderdale County, Alabama.

IN WITNESS WHEREOF, Turtle Cove, Inc. as Grantor has caused this instrument to be executed by its President, Robert J. Osborn, and attested by its Secretary, Shaler Roberts, all with full authority, who have hereunto set their hands and affixed their seals as of the date first above written.

TURTLE COVE, INC.

ATTEST: Shaler Roberts By: Robert J. Osborn
Its President

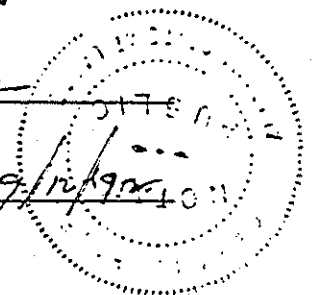
STATE OF ALABAMA

COUNTY OF LAUDERDALE

I, Gary L. Jester, a Notary Public in and for said County in said State, hereby certify that Robert J. Osborn, whose name as President of Turtle Cove, Inc., a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 2nd day of July, 1990.

Gary L. Jester
Notary Public
My Commission Expires: 9/12/1991



STATE OF ALABAMA
LAUDERDALE COUNTY, PROBATE COURT
I hereby certify that the foregoing instrument was filed for record in this office on July 27, 1990 at 2:57pm and that said instrument is filed in FICHE # 90-0156 Frame Good - Good Court Tax \$ 275.00 Fee 28.50
William L. ... Judge of Probate

This instrument prepared by Gary L. Jester, P.C., Attorney Florence, Alabama 35833