

STATE OF ALABAMA
LAUDERDALE COUNTY

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PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That the undersigned CHARLES B. ROBERSON and wife, DORIS B. ROBERSON, and VINA B. WARMACK, BERNARD HUGH WARMACK, MARY LEE DANN and HELEN W. PILGRIM, being the owners and mortgagees, respectively, of and the only persons having any right, title or interest in that certain subdivision shown and designated on the map and plat prepared by Robert W. Gass, known and designated as RAMBLEWOOD SHORES, BLOCK ONE of which map or plat of said subdivision being recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in New Plat Book No. 4, on page 73 (the legal description thereof being hereby adopted by reference), hereby impose upon all of the lots, blocks and additions thereto by name of the aforesaid subdivision, according to the plat thereof, now or later to be recorded, the following covenants and restrictions:

(1) All lots in said subdivision shall be used for residential purposes only, except Lot 29 thereof which shall be used as hereinafter provided, and no structure, other than one single family dwelling, appurtenant garages or outbuildings, and piers or boathouses, shall be erected, placed or permitted to remain on any lot or combination of lots not in keeping with such purposes, and said single family dwelling shall not exceed one and one-half stories in height. Under no circumstances shall any outside

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toilets, barns, or any other unsanitary condition be permitted to remain on any of the lots of said subdivision. All sanitary facilities shall meet the approval of Lauderdale County, Alabama Health Department, including the use of septic tanks or like acceptable system.

The aforesaid Lot 29 of said subdivision is hereby designated as a recreation area for the private use, for boat launching, swimming, fishing or like recreational activity, by the record owners of lots in said subdivision or any addition thereto so named and their guests if accompanied by a said record owner or member of his immediate family. The right to the use of the said Lot 29, by and in common with the persons and in the manner aforesaid, is expressly granted hereby. The foregoing shall not give any person qualified to use said lot the right to erect any structure, store any property, or make any alteration or improvement of or on said lot.

(2) All dwellings constructed or placed upon said property shall be of a permanent residence type and shall have a living area of at least 800 square feet, exclusive of basements, permissible outbuildings, carports, garages, terraces, porches and the like.

(3) The use of composition or asphalt exterior siding, sheets, shingles, or asbestos siding on any building or structure is expressly prohibited, except on the gables or roof. When concrete blocks are used for foundations or exterior walls, they must be covered with concrete or stucco.

(4) No trailer, bus body or like structure, tent, shack, garage, basement or permitted outbuilding, placed or erected on any lot in said subdivision shall be at any time used as a residence, either temporary or permanent, nor shall any residence of a temporary character be permitted under any circumstances, except as hereinafter provided. The removal of wheels or the affixing or placing of any trailer, mobile home or like device or structure to a permanent foundation shall not take the use of any such trailer, mobile home or like device or structure outside the prohibition of the next preceding sentence. However, the foregoing restriction as to residence notwithstanding, any lot upon which a residence has not been constructed, may be used as a camp site by the owner thereof or his unpaid guests during one continuous period of a maximum of two weeks in any calendar year. In so using said lot as a campsite aforesaid, one tent or trailer of any design or construction may be placed or erected thereon for the said two week period only, but all other restrictions contained herein shall be strictly observed, particularly those restrictions as to location of such tent or trailer on the lot and also as to toilets, sanitation, the maintenance of lot cleanliness and use of the premises.

(5) Any fence erected on any lot must be made of such material and constructed in such a manner so as not to obstruct the adjacent property owners' view of that portion of the lake and water front which but for said fence would be visible from such adjacent lot or lots.

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(6) No animals or livestock of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

(7) No business of any kind, trade, commercial enterprises or obnoxious or offensive activity, shall be engaged in or carried on upon any lot on said property, nor shall anything be done thereon which may be or become any annoyance, danger, or nuisance to the neighborhood, including but not limited to the discharge of guns, air or otherwise.

(8) The street and lake frontage of all lots shall be maintained clean and neat at all times and no noxious or offensive conditions shall be continued thereon or thereabouts. No lot shall be used or maintained as a dumping ground for rubbish or garbage. Trash, garbage or other waste shall not be kept except in sanitary containers, and all incinerators or other equipment and containers for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(9) 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.

(10) No sign of any kind shall be displayed in public view on any lot except one professionally prepared sign advertising the property for sale or rent, or signs used by a building or owner to advertise the property during the construction and sale thereof.

(11) Perpetual easements are reserved for utility installation and maintenance as set forth on said recorded plat.

(12) No building or structure shall be located on any lot nearer than 15 feet to a side lot line, except on Lot 30 which shall have no side lot restrictions. On those lots having lake frontage, except Lots 27 and 28, no building or structure shall be located nearer than 80 feet to the 566.3 foot level of Wheeler Lake or nearer than 50 feet to the street lot line. On all other lots no building shall be erected nearer than 50 feet to the front or street lot line or nearer than 30 feet to the rear lot line. Nothing above contained shall affect the location and erection of boathouse or piers on the lake front.

(13) Any permanent changes to or variance from 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 lots in said subdivision, said instrument being duly acknowledged according to law and recorded in the office of the Judge of Probate of Lauderdale County, Alabama.

(14) If the parties hereto, or any of them, or their heirs or assigns or successors, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons, corporation, or corporations, or any other legal entity owing any real property covered by these covenants, to prosecute any proceedings at law or in equity against the persons or other party or entity violating or attempting to violate any such

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covenant, and either to prevent him or them or such entity from doing, or to recover damages for such violation.

Invalidation of any one of these covenants or any group of them by a judgment or court order in no way shall effect any of the other provisions which shall remain in full force and effect.

In witness whereof, the undersigned hereby adopt, ratify and confirm the foregoing by hereunto setting their hands and affixing their seals this 8 day of April, 1967.

Vina B. Warrick (SEAL)

Bernard Heath Warrick (SEAL)

Helen W. Pilgrimage (SEAL)

Marie Lee Damm (SEAL)

Charles B. Roberson (SEAL)

Doris B. Roberson (SEAL)

STATE OF ALABAMA

LAUDERDALE COUNTY

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I, T.O. Rose, a Notary Public in and for the Said County and State, hereby certify that Charles B. Roberson and wife, Doris B. Roberson, 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 these Protective Covenants, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 8 day of April, 1967.

/s/ T.O. Rose
Notary Public (Seal)

Filed, April 8, 1967

Recorded, Book 934, Pages 686-692