

STATE OF ALABAMA)
LAUDERDALE COUNTY)

9047

VOL 1139 PAGE 646

PROTECTIVE COVENANTS

The undersigned, Turtle Cove, Inc., a corporation, being the owner of all the property embraced in the subdivision shown on the map and plat prepared by W. M. Paxton, Engineer, known and designated as Turtle Cove, located in Lauderdale County, Alabama, and recorded in the Office of the Judge of Probate of said County in Plat Book 5 at Page 27, hereby imposes on all of the lots in said plat the following covenants and building restrictions:

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 (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the then record owners of the lots, it is agreed to change said covenants in whole or in part. The term "Record Owners" shall not include mortgagees.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person owning any of said property or owning any lot in said subdivision and development 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 so doing or to recover damages or other dues for such violation.

I

(a) All of said lots shall be used exclusively for single family residential purposes. "Family" shall mean one or more persons related by blood, marriage, or adoption and living as a single non-profit, non-commercial housekeeping unit.

(b) No trade, business, or commercial activity of any kind or character shall be conducted upon or permitted upon any of said property.

II

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

(b) No lot may be divided or subdivided without the express, prior written consent of the architectural control committee, which said consent to be effective must be filed for record in the office of the Judge of Probate of Lauderdale County, Alabama.

(c) No building or structure shall be erected, constructed, altered, placed or permitted to remain on any lot other than one detached single family dwelling, and attached or detached garage, one accessory building, and boathouse and pier. "Accessory building" means 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 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.

III

(a) All single family dwellings must contain a furnished living area, exclusive of basements, accessory buildings, carports, garages, terraces, porches and the like of at least 2,200 square feet. No dwelling, garage, or accessory building may exceed two stories in height, excluding basements.

(b) An enclosed carport or garage large enough to accommodate two standard size automobiles must be constructed for the use with each single family dwelling and such enclosed carport or garage must be at least twenty feet wide.

(c) The exterior siding of all dwellings, boathouses, detached garages and accessory structures must be of natural woods, clay-based brick, or natural cut stone. The use of asbestos, composition, asphalt or metal exterior siding is prohibited. Foundations are not included within the definition of "exterior siding". Concrete blocks may be used for foundations provided they are covered with concrete or plaster. Boathouses may be open and are not required to have exterior siding provided the plans for such open boathouses meet with the approval of the architectural

control committee.

(d) In no event may manufactured or prefabricated buildings or structures be erected, placed, constructed, or allowed to remain on any lot or on said property.

(e) All driveways shall be of hard surface, such as concrete, asphalt or brick, or such other surface as may be expressly authorized in writing by the architectural control committee or its designated representative.

IV

(a) No dwelling or accessory structure or detached garage shall be located nearer than 75 feet to any front (roadside) lot line; nearer than 50 feet to the 505 contour line of Lake Wilson/Six Mile Creek, or rear lot line as the case may be; nearer than 15 feet to any side lot line not fronting on a roadway.

(b) No boathouse or pier shall extend into Lake Wilson/Six Mile Creek more than 25 feet measured from the 505 foot elevation (Bingham Data) of Lake Wilson/Six Mile Creek.

V

No dwelling, garage, boathouse, accessory structure, fence, wall, mailbox, swimming pool or tennis court 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 location 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 committee is given the express and absolute authority and power, in its sole and irrevocable 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 and irrevocable discretion of the architectural control committee are deemed sufficient. In arriving at a decision as to the approval or disapproval of location of any proposed structure, in addition to 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 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 event the architectural control committee or its designated representative fails to approve or disapprove such plans and specifications within thirty 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.

VI

No tree measuring 8" in diameter, two feet above ground level may be removed without the prior written approval of the architectural control committee unless said tree is located within 15 feet of the approved site for dwelling house or any other permitted structure or a driveway thereto.

VII

The owner of each tract 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.

VIII

No trailer, mobile home or other similar outbuilding or structure or device shall be placed on any lot, either temporarily or permanently for any reason, provided however, during the construction phase of a 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.

IX

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 government agency which is authorized by law to issue regulations concerning such septic tanks and appurtenances.

X

It shall be the responsibility of each owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on any lot which shall tend to decrease the beauty of the neighborhood as a whole or the specific area.

XI

No noxious or offensive activity shall be carried on upon any lot, nor shall any thing be done therein tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood, There shall not be maintained any plants, or animals or stables or device or thing of any sort, 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 of the owners thereof.

XII

No commercial signs including For Sale and other similar signs shall be erected or maintained on any tract except with the written permission 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.

XIII

(a) The architectural control committee shall consist of:

Ellis Coats
Robert J. Osborn
Shaler S. Roberts, Jr.
William D. Biggs
William H. Martin, III

Except as hereinafter 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. The members of such committee shall serve until they shall resign or be removed by death and the then remaining member or members shall have full authority and power to designate a successor or successors in any such case. At any time, the then record owners of 2/3 of said lots shall have the power through a duly acknowledged instrument to change the membership of the architectural control committee or to withdraw from the committee or restore to it any of its powers or duties.

(b) Whenever, in the opinion of a majority of the members of the architectural control committee, no substantial damage will be done to anyone owning any of said tracts, such majority shall have full authority, anything in these protective covenants to the contrary notwithstanding, to waive or allow any violations of paragraphs:

II (b)

III (a), (b), (c), and (d)

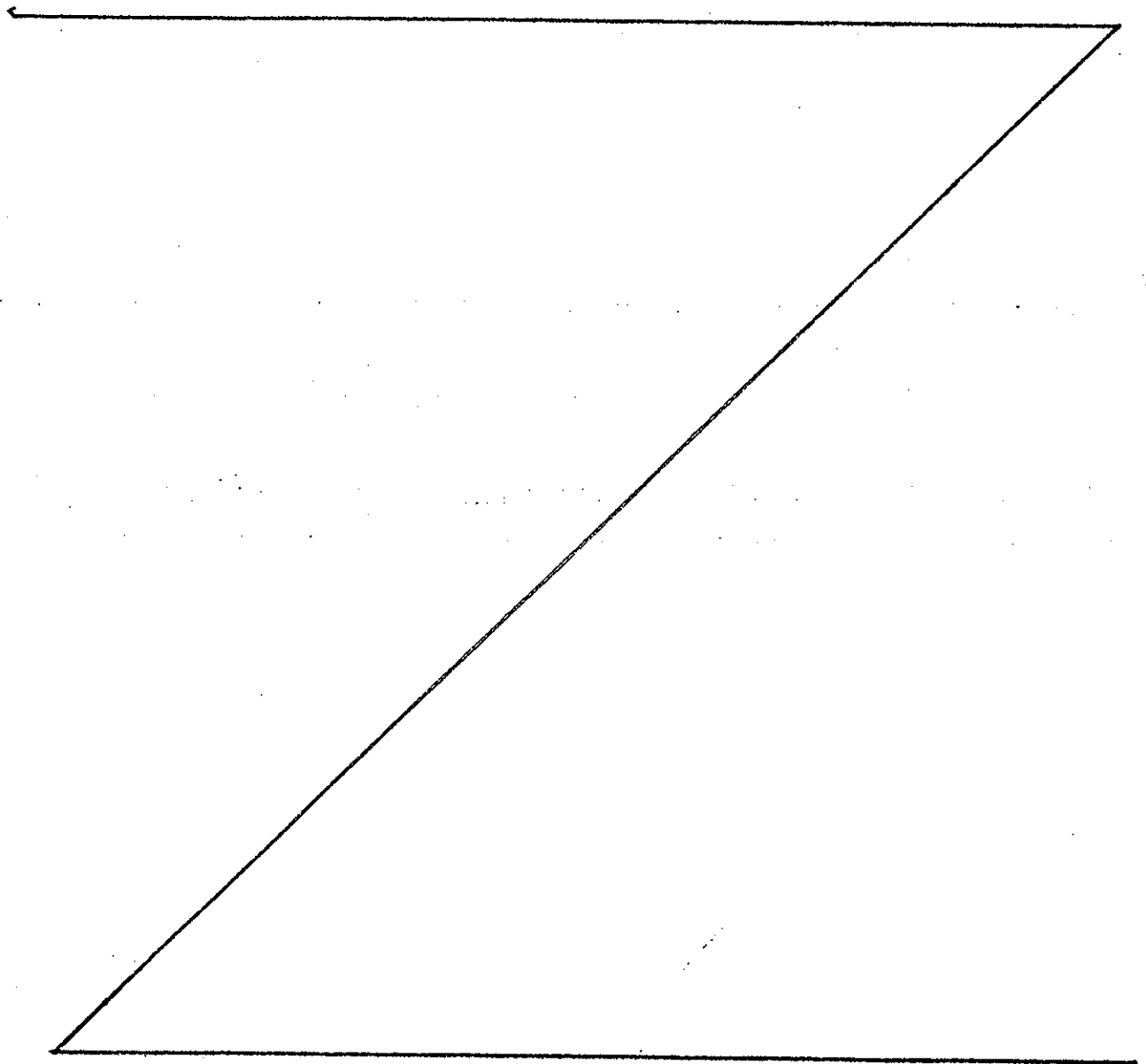
IV (a) and (b)

whether such violations be present or prospective. Such waiver to be effective must be reduced to writing under the signature of a majority of the members of the committee and acknowledged by them before a notary public and filed for record in the Office of the Judge of Probate of Lauderdale County, Alabama.

No boat docked at any boathouse or pier appurtenant to any lot may use a toilet that evacuates raw, untreated sewage into the water. The shoreline of any lot, any boathouse and pier appurtenant thereto shall in no way be used as a rental docking space or for any commercial endeavor. Neither shall such shoreline or boatdock or pier be used as a regular docking space for the boats of persons other than the owners of such lot.

XV

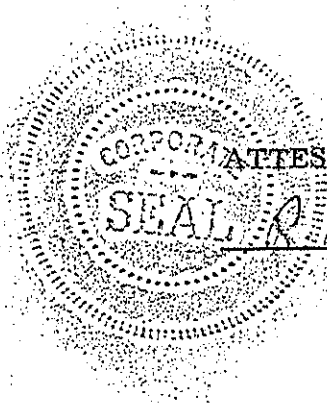
Perpetual easements are reserved for utility installation and maintenance as shown on the recorded plat of subdivision.



IN WITNESS WHEREOF, the undersigned Turtle Cove, Inc., by its
duly authorized officers has hereunto set it's signature and seal on this
the 10 day of ~~April~~ ^{JULY} 1978.

TURTLE COVE, INC.

BY: Robert J. Osborn (SEAL)
PRESIDENT



ATTESTED:

R. Lommi Hiss
SECRETARY

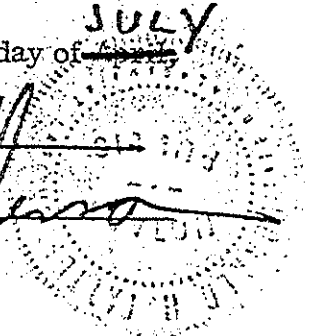
STATE OF ALABAMA)

LAUDERDALE COUNTY)

I, DONALD H. PATTERSON, a Notary Public in
and for said County in said State, hereby certify that ROBERT J.
OSBORN, whose name is signed as President of the
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 and official seal, this the 10 day of JULY
1978.

Donald H. Patterson
Notary Public



STATE OF ALABAMA,
LAUDERDALE COUNTY, PROBATE COURT
I hereby certify that the foregoing instrument was
filed to record in this office of July 10, 1978
at 1:00 PM o'clock and duly recorded in Vol. 1139 Page 646-53
Deed Tax \$..... Mtg. Tax..... Fee.....

William Blumson Judge of Probate