

PROTECTIVE COVENANTS

A. PREAMBLE

The Undersigned, Posey Oliver Davis and Mildred Kilburn Davis, owners of the property embraced in that subdivision shown on the map and plat prepared by W.A. White, Civil Engineer, known and designated as Kilburn Land Subd., Addition # One located in Lauderdale County, Alabama, and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book No. 3, page 126, hereby impose on all lots provided 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 until May, 1985, at which time said covenants shall be automatically extended for successive periods of ten years, unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

B. Area of Application

B-1. Fully protected Residential Area

The residential area covenants in Part C shall apply to all of the lots contained in the aforesaid Subdivision.

C. Residential Area Covenants

C-1 Land Use and Building Type

No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling, duplex or two family unit dwellings, not to exceed two and one-half stories in height and a private garage for not more than two cars.

C-2 Dwelling Cost, Quality and Size.

No dwelling shall be permitted on any lot at a cost of less than \$5,000.00 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

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at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of carports and garage shall be not less than 750 square feet for a one story dwelling nor less than 850 square feet for a dwelling of more than one story.

C-3 Building Location

No building shall be located on any lot nearer to the water's edge than 30 feet when the water level is at the 505 elevation as measured at the TVA powerhouse at Wilson Dam. No building shall be located nearer than 8 feet from the side lot lines or 30 feet from the rear lot line, For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

C-4 Lot Area and Width

No dwelling shall be placed on any lot having a width of less than 80 feet water front footage, except for such lots that are recorded on the original plat that have less than 80 feet. No dwelling shall be placed on any lot having less than 12,500 square feet.

C-5 Nuisance:

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

C-6 Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any times as a residence either temporarily or permanently.

C-7 Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than two square

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feet, one sign of not more than ten square feet advertising the property for sale or rent or sign used by a builder to advertise the property during the construction and sales period.

C-8 Oil and Mining Operation:

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot.

C-9 Limestone or poultry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

D- Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation to to recover damages.

D-1 Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

E. Attest.

IN WITNESS WHEREOF, the above named individuals have hereunto affixed their hands and seals on this the 14th day of May, 1960.

/s/ Posey Oliver Davis
Posey Oliver Davis

/s/ Mildred Kilburn Davis
Mildred Kilburn Davis

Acknowledged in General Code Form by husband and wife before M.D. Jeter, a Notary Public for Lauderdale County, Alabama, May 14, 1960.

Filed, May 16, 1960.

Recorded, Book 696, Page 529-31.