

STATE OF ALABAMA

LAUDERDALE COUNTY

PROTECTIVE COVENANTS FOR "LAKEVIEW HEIGHTS"

The undersigned, Benjamin M. Ingram, Jr., and wife, Margaret B. Ingram, and W.E. Shelby, an unmarried man, owners of all the property embraced in that subdivision shown on the map and plat prepared by the T.J. Evans Engineering Company, known and designated as Lakeview Heights, and recorded in the office of the Judge of Probate of Lauderdale County, Alabama, in New Plat Book No. 2, Page 178, hereby impose on all the lots contained therein the following covenants and building restrictions, to-wit:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1979, 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.

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 person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages for such violation.

Invalidation of any one 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.

1. All lots in the subdivision are for residential use only, except Lot No. 14, which lot shall inure to the benefit of and be appurtenant to Lots 1 through 7 of said subdivision; which said lot is hereby designated for use only for such purposes as are compatible with recreational subdivision development or as may be necessary for the enjoyment of Lake Wilson by the owners of said lots, including, but not limiting such use, to such recreational facilities as a club house and such non commercial marine facilities as boat storage, piers and docks.

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

3. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall be used, at any time, as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence, except that servants may reside in a garage or outbuilding.

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

5. Building location. No building shall be located nearer than 15 feet to an interior lot line, except that a minimum 5 foot side yard shall be required for a garage or any accessory building, and this restriction shall not apply to piers or boathouses. For the purposes of this covenant, eaves, steps and open porches shall not be considered as 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. The foregoing provisions shall not be construed as prohibiting two or more lots from being used as one building site.

(NEXT PAGE)

6. (a) There is hereby established an ARCHITECTURAL CONTROL COMMITTEE, composed of the following members: Benjamin M. Ingram Jr., Margaret B. Ingram and W.T. Shelby. A majority of the committee may designate a member to act for it. In the event of the death or resignation of any member of the committee, the remaining members of the committee shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

(b) Architectural Control. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plat showing the location of the structure have been approved by the architectural control committee as to size, quality of workmanship and materials, harmony or external design with existing structures, and as to location with respect to topography and finish grade elevation. No residence shall be erected which is not of a permanent type suitable for year-round occupancy, but this provision shall not be interpreted as precluding the construction of a portion of a permanent year-round type house.

(c) The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after 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 fully complied with.

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

8. Garbage and Refuse Disposal. No 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 incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No garbage, sewage, or other refuse shall be disposed of by dumping or being discharged into the waters of Lake Wilson bordering any lot.

9. No residence shall be constructed on any lot unless there is constructed concurrently therewith a septic tank or similar sewage disposal system of a type meeting the approval of the State and County public health officials.

It is the intention of the parties to these covenants that these covenants shall be in lieu of and supersede any other restrictive covenants or agreements limiting the use of said property and especially the restrictions, conditions, limitations and agreements contained in that certain deed dated May 14, 1954, from Benjamin M. Ingram, Jr. and wife, Margaret Beesley Ingram, to W.E. Shelby, said deed being of record in the office of the Judge of Probate of Lauderdale County, Alabama, in Book 523, Pages 442-443.

In witness whereof, we have hereunto set our hands and seals at Florence, Alabama, this 27th day of May, 1954.

Benjamin M. Ingram Jr. (SEAL)

Margaret B. Ingram (SEAL)

William E. Shelby (SEAL)

Page # 3, continued.

Acknowledged in General Code Form by Benjamin M. Ingram, Jr. and wife, Margaret B. Ingram before E.L. Colebeck, a Notary Public for Lauderdale County, Alabama. On this the 27th day of May, 1954.

Acknowledged in General Code Form by W.E. Shelby, an unmarried man before E.L. Colebeck, a Notary Public for Lauderdale County, Alabama. On this the 27th day of May, 1954.

Filed, May 29, 1954 at 11:00 A.M.

Recorded, Book 535, Pages 183-185.