

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIVE
OF
RANE BAY SHORES SUBDIVISION

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STATE OF ALABAMA

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COUNTY OF LAUDERDALE

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made on this the 28th day of February, 1994, by BAYLESS THORNTON JR. and LORRAINE JOHNSON, hereinafter "DECLARANTS", being the owners of all property hereinafter described;

WITNESSETH:

WHEREAS, Declarants are the owners of a tract of real property situated in Lauderdale County, Alabama, being more particularly described as follows:

RANE BAY SHORES SUBDIVISION, according to the map thereof recorded in the Office of the Judge of Probate, Lauderdale County, Alabama in Plat Book 6, Page 156.

WHEREAS, Declarants intend to sell the above described property to individuals having similar interests and desires, and Declarants wish to restrict property usage in accordance with a Common Plan designed to preserve the value and residential qualities of the land, for the benefit of future owners;

NOW THEREFORE, Declarants declare the real property shall be held, transferred, encumbered, used, sold, conveyed, leased, and occupied subject to the covenants and restrictions set forth below, expressly and exclusively for the use and benefit of the property, and of each and every person or entity who now or in the future owns any portion or portions of said real property.

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1. Land use and Building Type: No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot, other than one detached single family dwelling, not to exceed two stories in height, and accessory buildings, such as a garage, workshop, or storage building not to be any larger than 900 square feet.

2. Dwelling Cost, Quality, and Size: No more than one (1) dwelling and two (2) outbuildings shall be erected on any lot. All buildings shall be of a quality of workmanship and materials substantially the same or better than that produced within Lauderdale County on the date these covenants are recorded. The ground floor of main structures, exclusive of open porches and garages, shall be not less than 900 square feet, and no structure shall be constructed having a total living area of less than 1500 square feet, exclusive of porches, carports, garages, and other open areas.

3. Building Location: No buildings on water front lots shall be located nearer than 60 feet of 556.3 contour line, nor 60 feet from the street on off shore lots.

A. No building shall be located nearer than 10 feet to an interior lot line. Eaves, steps, and open porches shall not be considered a part of a building, provided, however, that no portion of a building on a lot may encroach upon another lot, unless the adjoining lot has the same owner.

B. Nothing in these restrictions shall prohibit an individual from owning adjoining lots, nor a portion of adjoining lot for the purpose of providing a larger building lot. Should this be the case, any setback lines and restrictions under the terms of these restrictions shall be interpreted to reflect the lot lines as shown by ownership rather than by plat.

However, these restrictions shall not apply to an open-sided shelter.

4. Easements: Easements for installation and maintenance of utilities and drainage facilities may be reserved as shown on the recorded subdivision plat. No structures, plants or other materials may damage or interfere with the installation and maintenance of utilities or water-flow. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of said lot, except for those improvements for which a public authority or utility company is responsible. Such easements may be vacated with the approval of the appropriate utilities and governing bodies, as provided by law.

5. Nuisances: No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done on the lot that may become an annoyance or nuisance to the neighborhood.

6. Temporary Structures: No structure of a temporary character, trailer, basement, tents, shack, garage, barn, or other outbuildings shall be used at any time as a residence,

either temporarily or permanently. No mobile homes, trailers, prefabricated homes or other completed or partially completed structures which would be transferred to the property on wheels or axles shall be permitted to be placed or erected on the property.

7. No party shall store nor maintain any disabled, partially dismantled, wrecked, damaged, or junked vehicle, or any type of vehicle which is non-operating upon public streets.

8. Signs: No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than one six (6) square feet may be used advertising the property for sale or rent, or signs used by a builder, supplier or worker advertising the property during construction or sale. This restriction of signs shall not prohibit the placement of temporary signs such as political signs, notification of yard sales, etc on property.

9. Oil and Mining Operations: No oil drilling or refining, quarrying, or mining operations of any kind shall be permitted on or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

10. Livestock and Poultry: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot(s). Dogs, cats, or other household pets, (not to exceed two of each

type) may be kept provided they are not being kept, bred, or maintained for any commercial purpose nor that they create an annoyance or nuisance to the neighborhood.

11. Garbage and Refuse Disposal: No lot shall be used as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers outside of the sight of the roadway. All equipment for the storage or disposal of garbage and refuse shall be kept in a clean and sanitary condition.

12. Utilities Service: All utilities service, including telephone and television cable, etc., provided on the property shall be accessed by underground service. This requires that service from the right of way must be placed underground. Property owners shall maintain these areas continuously, except for any easements upon which a public authority or utility company may be responsible.

13. Sight Distances at Intersections: No buildings on water front lots shall be located nearer than 60 feet of 556.3 contour line, nor 60 feet from the street on off shore lots.

14. Construction Plan Approval: No building shall be erected or altered on any lot until the constructions plans have been approved with the Architectural Control Committee as to the quality of workmanship and materials, harmony of external designs with existing structures, and location with respect to topography features. No fences, hedgelines or shrubs shall be erected, placed, or altered nearer than 60 feet to the 556.3 foot contour

line on waterfront lots, nor closer than 60 feet to the roadway on offshore lots, unless approved by the Architectural Control Committee. Location of a one-story open-sided shelter shall not be prohibited under this provision.

No structures nor buildings shall be constructed with a flat-type roof line. All roofs shall be of gable or hip design and must have an angle of not less than 30°.

15. Architectural Control Committee: The Architectural Control Committee is composed of three individuals, being:

NAME:

ADDRESS:

BAYLESS THORNTON

P.O. Box 74, Rogersville, AL 35652

LUTHER E. JOHNSON

Rt. 3, Box 135A, Rogersville, AL 35652

SHELBY WEATHERS

Rt. 3, Box ____, Rogersville, AL 35652

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member, the remaining members shall have full authority to designate a successor. A member may resign by giving written notice to the other members. Resignation is effective on the date notice is delivered. 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 current record owners of a majority of the subdivision lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to change or restore to it any of its powers or duties.

16. Committee Procedures: Committee's approval or disapproval as required in these covenants shall be in writing.

If the Committee fails to approve or disapprove any plans or specifications within thirty (30) days after submission, or in any event, if no suit to enjoin the construction has been commenced prior to completion, approval will not be required and these covenants shall be deemed to have been fully complied with.

17. Term: These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date of recording of these protective covenants. These covenants shall be automatically extended for successive periods of ten (10) years unless owners of 60 percent of the subdivision lots sign and record an instrument revoking or altering these covenants in whole or in part.

At any time during the terms of this protective covenants, by the owners of not less than 60 percent of the subdivision lots shall have the authority to alter or modify these covenants in whole or in part in writing. However, no modification shall be permitted to create a retro-active violation.

18. Enforcement of Covenants: Enforcement shall be by proceedings in law or in equity, either to restrain a violation or recover damages, against any person or persons violating or attempting to violate any such covenant.

Actions to enforce these covenants may be maintained by any individual having an ownership interest in property in said subdivision affected by these covenants. Any individual or parties determined to be violating or attempting to violate these

covenants shall be required to pay the costs, legal expenses, and attorneys' fees of the parties enforcing the terms of this covenant.

19. Severability: Invalidation of any one of these covenants by a judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, Declarants have executed this Declaration of Covenants, Conditions and Restrictions on the day and year first above written.

DECLARANTS:

Bayless Thornton Jr.
BAYLESS THORNTON JR.

Lorraine Johnson
LORRAINE JOHNSON

Sworn and subscribed to before me this 28th day of FEBRUARY 1994.

W. J. Asseltine
Notary Public
My Commission Expires: 3-22-94



STATE OF INDIANA
LABORERS' UNION
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