

RESTRICTIVE COVENANTS

LAKE GATEWAY

STATE OF ALABAMA
COUNTY OF COFFEE .

KNOW ALL MEN BY THESE PRESENTS, That WHEREAS, the undersigned NASCO, INC., a corporation, is the owner of all the lots and property embraced in that certain subdivision in Coffee County, Alabama, more particularly described and known as LAKE GATEWAY II, as shown by plat on record in the Office of the Judge of Probate, Enterprise, Coffee County, Alabama, in Plat Book 3 Page 69.

WHEREAS, the undersigned, Nasco, Inc. is desirous of selling the several lots described in said plat as referred to hereinabove, and is of the opinion that the restrictions hereinafter imposed upon all of the lots embraced in the above referred to Plat Book will be for the mutual benefit and protection of said lots, and will enhance the value and desirability thereof;

NOW, THEREFORE, the undersigned, Nasco, Inc., does hereby covenant and agree for itself, its successors and assigns, that the following reservations, restrictions and covenants shall be and are hereby imposed upon each and every lot hereinabove referred to in Paragraph One hereof, for the benefit of and appurtenant to each of the lots in which such restrictions are imposed, to-wit:

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 years from the date this instrument is recorded, at which time the 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, corporation, or any owner of said lots, or their heirs, and assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real estate situated in said subdivision as herein covered to prosecute any proceedings at law or 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 or other dues for such violation or violations.

Invalidation of any one of these covenants by judgments or court order shall in nowise effect any of the other provisions which shall remain in full force and effect.

A. All lots in the subdivision hereinabove mentioned shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single unit family dwelling not to exceed two stories in height and a private garage for not more than two cars, and other outbuildings incidental to residential use of the lot.

B. No building shall be erected, placed or altered on any building lot in this property as above described until the building plans, specifications, and plat plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, as to the location of the building with respect to topography and finished ground elevation, by the Architectural Control Committee, hereinafter set out and provided for, or by a representative designated by a majority of the members of said committee. In the event said committee or its designated representatives fails to approve or disapprove such design within 30 days after said plans and specifications have been submitted to it, or in any event if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required of such committee or its designated representative and this covenant

will have been complied with.

C. No dwelling shall be erected upon or permitted to be erected upon or allowed to occupy any lot unless the floor area, exclusive of porches, attached garages and carports, contains not less than 1800 square feet of living area.

D. The type of construction of each dwelling must be the quality of workmanship and materials which will compliment the pattern of the subdivision and be approved by the Architectural Control Committee.

E. No building shall be located on any lot nearer than 35 feet to the front lot line, or nearer than 15 feet to any side street line. No building shall be located nearer than 15 feet to an interior lot line, except that a 10-foot minimum side yard will be permitted for a garage to other permitted accessory building located 40 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line. For the purposes of these covenants, 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. No dwelling to be built less than 4.5 feet above lake water level.

The Architectural Control Committee shall have the authority to waive the above minimum on any lots at their discretion in order to improve the general appearance.

In the event the owner of any two (2) contiguous lots shall build a residence on each of said lots simultaneously, either of said residences may be located not less than ten (10) feet from the interior lot line, provided a distance of not less than 20 feet is maintained between said residences.

F. No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 20,000 square feet.

G. 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.

H. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

I. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

J. There is to be no business of whatsoever nature conducted on said residential property, including the rendering of personal services on the premises.

K. No oil drilling, oil development operations, oil refining, quarrying of 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. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

L. 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.

M. 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 dumping of any waste into lake or drainage

of sewage into lake.

N. Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved on the rear five feet of the lot, plus an adjacent twelve foot strip three feet wide on each side lot line where overhead guys are necessary. The granting of this easement or right of access shall not prevent the use of the area by the owner for any permitted purpose except for building. A right of pedestrian access by way of driveway or open lawn area shall be granted on each lot from the front lot line to the rear lot line, to any utility company having an installation in the easement.

O. The Architectural Control Committee shall be composed of three persons who shall be designated annually by Nasco, Inc. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor for the unexpired term. 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 it in any of its powers and duties.

Executed this 27th day of September, 1979.

NASCO, INC., a corporation

BY: Ned F. Folmar
Its President

ATTEST:

[Signature]
Its Secretary

STATE OF ALABAMA
COUNTY OF COFFEE

STATE OF ALABAMA } ENTERPRISE
COFFEE COUNTY } DIVISION

I, JAMES L. SAWYER, Clerk of Probate for said county,
hereby certify that this instrument was filed in

my office for said county on the 27th day of

September 1979 at 11:25 o'clock A.M.

and duly recorded in Book 25 page 575-877

and examined.

#7591

[Signature]
Judge of Probate

I, the undersigned Notary Public in said County and State hereby certify that Ned F. Folmar, whose name as President of Nasco, Inc., a Corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument 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 27th day of September, 1979.

[Signature]
Notary Public

This instrument was prepared by:
Pittman, Whittaker & Hooks
Attorneys at Law
P. O. Drawer 1180
Enterprise, Al 36330

MY COMMISSION EXPIRES
AUGUST 13, 1983

RESTRICTIVE COVENANTS

LAKE GATEWAY

STATE OF ALABAMA
COUNTY OF COFFEE .

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K. No oil drilling, oil development operations, oil refining, quarrying of 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. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

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Executed this 27th day of September, 1979.

NASCO, INC., a corporation

BY: Ned F. Folmar
its President

ATTEST:

[Signature]
Its Secretary

STATE OF ALABAMA
COUNTY OF COFFEE

STATE OF ALABAMA) ENTERPRISE
COFFEE COUNTY) DIVISION

I, JAMES L. SAWYER, Notary Public for said county,
hereby certify that the foregoing instrument was filed in

my office, for said county, on the 27th day of
September, 1979, at 11:26 o'clock A.M.

and duly recorded in Book 25 page 875-877
and examined.

#7591

[Signature]
Judge of Probate

I, the undersigned Notary Public in said County and State hereby certify that Ned F. Folmar, whose name as President of Nasco, Inc., a Corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument 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 27th day of September, 1979.

[Signature]
Notary Public

This instrument was prepared by:
Pittman, Whittaker & Hooks
Attorneys at Law
P. O. Drawer 1180
Enterprise, AL 36330

MY COMMISSION EXPIRES
AUGUST 13, 1983