

PROTECTIVE COVENANTS FOR
FIRST ADDITION TO
TWIN LAKES
ST. CLAIR COUNTY, ALABAMA

Whereas Thomas S. O'Rorke, is the owner of Lot 8, Block 3, Lots 8,9,10,11,12,13, Block 4, and Lots 4,5,6,7,8,9,10,11,12,13,14,15, Block 5. In the survey known as The First Addition to Twin Lakes, situated in the S.E. $\frac{1}{4}$ of Section 19, Township 16, Range 2 East, St. Clair County, Alabama, as recorded in Map Book C Page 16, Judge of Probate Office in St. Clair County, Alabama, being all of the lots in said survey, and said Thomas S. O'Rorke, desires to subject said property to certain restrictions and limitations as to the use thereof:

Now, therefore, the undersigned Thomas S. O'Rorke does hereby adopt the following restrictions and limitations:

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 and one-half stories in height and a private garage for not more than three cars:

ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with respect to topography and finish grade elevation. A copy of said plans shall be left on permanent file with said architectural committee and said house shall be built in general conformity therewith. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.

QUALITY AND SIZE. It being the intention and purpose of these covenants to assure that all the dwellings shall be of a quality of workmanship and materials substantially the same, and furthermore to insure that the requirements as to size of dwellings are maintained, the following minimum requirements are incorporated herewith:

- (1) Any single family dwelling built on this property must have a minimum of 1,500 sq. ft. of heated area.

BUILDING LOCATION. No buildings shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 35 feet to the front line or nearer than 35 feet to any side street line. No building shall be located nearer than 8 feet to an interior lot line, and except that a 5 foot minimum side yard shall be permitted for a garage or other accessory building located 45 feet or more from the minimum building setback line. No building shall be located on an interior lot line nearer than 15 feet to the rear lot line. 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 constructed to permit any portion of a building on a lot to encroach upon another lot.

EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

NUISANCES: 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.

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

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 square foot, one sign of not more than five square feet advertising the property for sale or rent; or signs used by the developer to advertise the property during the construction and sales period.

OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or 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.

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.

WATER SUPPLY: No individual water supply system shall be permitted on any lot.

SEWAGE DISPOSAL: Individual sewage disposal systems shall be permitted on any lot but only in accordance with the then current Health Regulations of St. Clair County.

LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kind may 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. One horse or pony may be kept for recreational purposes only, providing it is fenced in on the rear one-half portion of the lot.

RECREATIONAL AREAS AND FACILITIES. Use of both the large and small lakes as well as all other recreational facilities is restricted to lot owners in the development and their guests. Said lot owners and guests shall abide by the following rules and regulations:

- (1) Fishing hours to be "sunrise to sunset" only.
- (2) Fishing to be done with poles or rods only. No use of trot lines, jugs, seining, electrical devices or the like.
- (3) Boats to be no longer than 16 feet.
- (4) Electric motors only shall be permitted on the lakes.
- (5) All boats must be equipped with adequate lifesaving equipment.
- (6) No swimming in either lake shall be allowed.
- (7) Fishing limits shall be 4 Bass, 5 Catfish and 12 Brim.
- (8) Fish less than 6 inches long shall be returned to the lake.
- (9) No hunting of any kind shall be allowed.
- (10) Discharge of firearms shall not be allowed.
- (11) All guests of lot owners shall be accompanied by said owners.
- (12) Lot owners shall become equal share holders in corporation owning all Twin Lakes subdivision and Twin Lakes additions recreational areas.

ARCHITECTURAL COMMITTEE

MEMBERSHIP: The architectural control committee is composed of Samuel C. Johnson, Charles F. O'Rorke and Thomas S. O'Rorke. 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 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.

PROCEDURE: 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.

GENERAL PROVISIONS

TERM: 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 these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

AMENDMENT: The architectural control committee reserves the right to amend or alter these covenants at such times as it is deemed in the best interest of the property owners.

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 or to recover damages.

SEVERABILITY: Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, I, the undersigned, having hereunto set my signature and seal this the 14th of APRIL, 1972.

Name: By: [Signature]
Address: 3652 Kingshill Rd.
Birmingham, Ala.

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Almeta S. Baerwell, a Notary Public in and for said County, in said State, hereby certify that Thomas S. O'Rorke whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day, that, being informed of the contents has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 14th day of April, 1972.

Notary Public Almeta S. Baerwell

MY COMMISSION EXPIRES 12-15-76