

#11
4489

STATE OF ALABAMA)
)
LAUDERDALE COUNTY)

PROTECTIVE COVENANTS

The undersigned, Holland E. Greer and wife, Ann C. Greer, being the owners of all the property comprising what is known as Aqua Vista Lake Shores Subdivision - Number 11, a subdivision in Lauderdale County, Alabama, according to the plat of said subdivision recorded in the office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book No. 4, Page 29, hereby impose on all the lots shown on 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 January 1, 1983, and then continue for successive ten (10) year periods unless changed or modified by a majority of all of the owners, not including mortgagees, of the lots in said subdivision, and shall be binding upon the parties hereto or any of them, their heirs or assigns, or any party claiming under them, who shall violate or attempt to violate any of the covenants herein. It shall be lawful for any person or persons owning real property situated in said subdivision or the parties hereto to prosecute any proceeding, in law or in equity, against the person or person 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.

Invalidation of any one of these covenants by judgment, court order or otherwise shall in no wise affect any of the other

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provisions, which shall remain in full force and effect.

1. All lots in said subdivision shall be for residential purposes and use only; and no commercial enterprise of any kind shall be permitted or allowed to begin, continue or exist thereon or in said subdivision.

2. No noxious or offensive trade or 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 house, or similar type, trailer, tent or shack shall be erected, placed or located on the tract or any lot thereof for any purpose except that a temporary structure, other than a trailer, for the storage of tools and materials may be placed on the tract or a lot during the reasonable time required for the construction of a dwelling on a lot and no basement, tent, shack, garage, or other outbuilding erected or placed on the tract or upon any lot shall at any time be used as a residence, or as a camp overnight, temporarily or permanently, nor shall any structure of a temporary character be used as a residence or as a camp, except that bona fide house servants employed by the owner of any individual lot may reside in a garage or suitable outbuilding upon said lot.

4. No dry or chemical type toilets shall be constructed, permitted or allowed upon any lot.

5. The owner of each waterfront lot shall maintain the waterfront of each lot in a clean and neat condition at all times and allow no noxious or offensive conditions to continue thereon.

6. No fireworks, firecrackers, guns, rifles, pistols, or other firearms, whether using power, gas or air, shall be discharged on any lot or any part of said subdivision.

7. (a) No building of any kind shall be located on any lot nearer than 25 feet at the closest point from any public road shown on said plat, and no building shall be located nearer than 10 feet to any interior lot line. No building shall be located within 50 feet of the waterfront, except docks, piers and boathouses.

(b) The main body of any residence constructed on any lot shall contain not less than 1000 square feet of floor space.

8. 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, mining excavations or shafts be permitted upon or in any lot. No derrick or structure for drilling or boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

9. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in a sanitary container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

10. No fence, wall, hedge or shrubbery planting which obstructs the sight lines of elevation between 2 and 6 feet above the roadway shall be placed or permitted to remain on any corner lot in such a manner as to obstruct the view of any vehicular traffic on any such road, roadway, driveway or alley entering into such road. No trees shall be permitted to remain within a distance to so obstruct said traffic unless the foliage line is maintained at sufficient height to prevent obstruction of said sight lines.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this, the 3rd day of January, 1964.

Holland E. Greer (SEAL)
Holland E. Greer

Ann C. Greer (SEAL)
Ann C. Greer

STATE OF ALABAMA)
LAUDERDALE COUNTY)

I, James D. Greer, a Notary Public in and for the State and County aforesaid, hereby certify that Holland E. Greer and his wife, Ann C. Greer, whose names are signed to the foregoing Protective Covenants, and who are known to me, acknowledged before me on this day that, being informed of the contents of the Protective Covenants, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 3rd day of January, 1964.

James D. Greer
Notary Public

STATE OF ALABAMA, LAUDERDALE COUNTY

I hereby certify that the foregoing instrument was filed in my office for record on December 30, 1964 at 2:54 o'clock P.M., and duly recorded in Vol. 862 Page 287-90 I hereby certify that the Mortgage Tax to amount of \$ and the Deed Tax amount of \$ have been paid on this instrument.

E. R. Hunt
JUDGE OF PROBATE

State of Alabama)
)
Lauderdale County)

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IN WITNESS WHEREOF, we have hereunto set our hands and seals on this, the 3rd day of December, 1964.

/s/Holland E. Greer (SEAL)
Holland E. Greer
/s/Ann C. Greer (SEAL)
Ann C. Greer

Acknowledged in General Code Form by husband and wife, before Doris D. Gresham, a Notary Public for Lauderdale County, Alabama. (SEAL)

Filed, December 30, 1964.

Recorded, Book 862, Pages 287-90.

