

7093

This instrument prepared by
George W. McBurney, Attorney
Florence, Alabama.

STATE OF ALABAMA

LAUDERDALE COUNTY

PROTECTIVE COVENANTS

The First National Bank of Florence, Florence, Alabama, as Administrator of the Estate of Julia E. Buffler, deceased, acting under the authority of that certain decree of the Circuit Court of Lauderdale County, Alabama, dated November 30, 1973, and in anticipation and in furtherance of the sale of the property described in Paragraph (4) of said decree, has caused said property to be subdivided, said subdivision being known as ARROWHEAD SHORES, the plat of which is recorded in the office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 4, Page 157 and in further accordance with said decree does by these presents hereby impose on all lots in said ARROWHEAD SHORES subdivision the following covenants and building restrictions, said covenants to run with the land, and shall be binding on all parties and all persons claiming under them until January 1, 1990, and then continue for successive ten (10) year periods, unless changed or modified by a majority of all the owners, not including mortgagees, of the lots in said subdivision, and shall be binding upon the party hereto, its successors or assigns, or any party claiming under them. It shall be lawful for any person or persons owning real property situated in said

subdivision or the party hereto to prosecute any proceeding, in 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 doing so or to recover damages 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 provisions, which shall remain in full force and effect:

(1) All lots in said subdivision shall be for single family 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 tent or shack shall be erected, placed or located on the tract or any lot thereof for any purpose, except that a temporary structure, for the storage of tools and materials may be placed on the tract or lot during the reasonable time required for the construction of a dwelling on a lot, and no basement, tent, shack, garage, or other out building 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 temporary character be used as a residence or as a camp.

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

(5) No residence shall be constructed on said lots 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.

(6) The owner of each water front lot shall maintain the water front of each lot in a clean and neat condition at all times and allow no noxious or offensive conditions to continue thereon.

(7) No fire works, firecrackers, guns, rifles, pistols, or other fire arms, whether using powder, gas or air, shall be discharged on any lot or in any part of said subdivision.

(8) No animals, livestock or poultry of any kind shall be raised, bred or kept on said lots except that dogs, cats or other pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. *Butler's*

(9) (a) No building of any kind shall be located nearer than six (6) feet to any interior lot line. Said interior lot line being defined as property line.

(b) The main body of any house constructed on any lot shall contain not less than 700 square feet on the ground floor for a one-story house or not less than 600 square feet for a house of more than one story.

(c) Mobile homes and house trailers may be placed in the subdivision, but each mobile home shall contain not less than 400 square feet of floor space, and any mobile home or house trailer placed on a lot in the subdivision must be underpinned.

(d) At the time a mobile home or house trailer is placed on a lot the mobile home or house trailer cannot be more than four (4) years old in year model.

(e) Only one residence may be built or placed on each lot, whether it be a constructed house or a house trailer or mobile home.

(f) No fence or wall shall be constructed or maintained nearer than 30 feet from the front yard line.

(10) No oil drilling, or development operations, or 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 any lot.

(11) No lot shall be used or maintained as a dumping grounds for rubbish. Trash, garbage or any other waste shall not be kept except in a sanitary container. (All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.)

IN WITNESS WHEREOF, The First National Bank of Florence, Florence, Alabama, as Administrator of the Estate of Julia E. Buffler, deceased, has caused this instrument to be executed by its duly authorized officers, on this the 5th day of July, 1974.

THE FIRST NATIONAL BANK OF FLORENCE,
Florence, Alabama, as Administrator of the
Estate of Julia E. Buffler, Deceased

By

[Signature]
Its Trust Officer

Attest:

[Signature]
Its Trust Officer

STATE OF ALABAMA)

LAUDERDALE COUNTY)

I, Sharon L. Pigg, a Notary Public
in and for the said state and county aforesaid, do hereby certify
that R. E. Young, whose name as Trust Officer
of The First National Bank of Florence, Florence, Alabama, a
corporation, Administrator of the Estate of Julia E. Buffler,
deceased, 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 above instrument, he, as such officer
and with full authority, executed the same voluntarily for and
as an act of said corporation, acting in its capacity as
Administrator as aforesaid.

Given under my hand and official seal, this 5th day
of July, 1974.

Sharon L. Pigg
Notary Public

my Commission Expires 10/20/77



STATE OF ALABAMA,
LAUDERDALE COUNTY, PROBATE COURT

I hereby certify that the foregoing instrument was
acknowledged before me on this day, 26, 1974
and duly recorded in Vol. 1079, p. 88-92
Deed Tax \$..... Reg. Tax \$.....

William B. Burren Judge of Probate

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STATE OF ALABAMA

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COUNTY OF LAUDERDALE

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WHEREAS, First National Bank of Florence, Florence, Alabama, as the Administrator of the Estate of Julia E. Buffler, deceased, was authorized by the Circuit Court, in Equity of Lauderdale County, Alabama, Case No. 8912, to develop certain property now designated as Arrowhead Shores, a subdivision in Lauderdale County, Alabama, recorded in the Office of the Judge of Probate in Plat Book 4, Page 157, and

WHEREAS, Alfred J. Buffler as guardian of the Estate of Mary E. Buffler, a non compos mentis, was authorized by Case No. 8913 in the Circuit Court in Equity, Lauderdale County, Alabama to join with the First National Bank of Florence, as Administrator of the Estate of Julia E. Buffler, deceased, in the development and sale of the above described property, and

WHEREAS, in the development of said property, it is desirable for protective covenants to be imposed on Arrowhead Shores.

NOW THEREFORE in consideration of the premises, Alfred J. Buffler, as guardian of the Estate of Mary E. Buffler, a non compos mentis, does join with and approve with First National Bank of Florence, Administrator of the Estate of Julia E. Buffler, deceased, in imposing on Arrowhead Shores those protective covenants dated July 5, 1974 and filed for record in Volume 1079, Pages 88-92, Probate Office, Lauderdale County, Alabama.

IN WITNESS WHEREOF, Alfred J. Buffler, as guardian of the Estate of Mary E. Buffler, a non compos mentis, has set his hand and seal, this 4 day of September 1974.

Alfred J. Buffler (SEAL)
Alfred J. Buffler, as guardian
of the Estate of Mary E. Buffler,
a non compos mentis

STATE OF ALABAMA

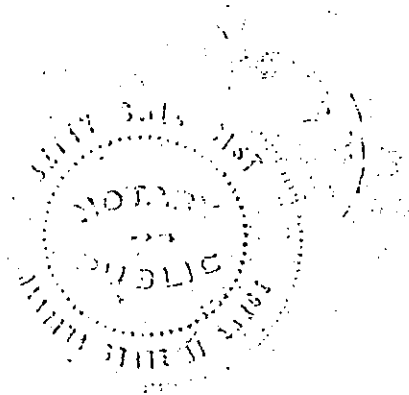
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COUNTY OF LAUDERDALE

X

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Alfred J. Buffler, as guardian of the Estate of Mary E. Buffler, a non compos mentis, whose name 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 instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 4th day of September, 1974.



Better Land Serv.
Notary Public

STATE OF ALABAMA,
LAUDERDALE COUNTY, PROBATE COURT
I hereby certify that the foregoing instrument was
filed to record in this office on Sept. 12, 1974
9:17 AM and duly recorded in Vol. 1079 Page 191-91
Deed Tax \$..... Mfg. Tax \$.....

William Blumstein Judge of Probate

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