

STATE OF ALABAMA,  
LAUDERDALE COUNTY.

9552

RESTRICTIONS AND PROTECTIVE COVENANTS

The undersigned, White's Lake Development Company, Inc., owner of all the property embraced in that subdivision shown on the map and plat known and designated as Cypress Shores and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, hereby imposes on all lots described in said plat the following covenants and building restrictions.

I

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 two cars and other accessory structures customarily incidental to residential occupancy.

II

No trailer, basement, tent, shack, or garage, or other outbuilding erected on any lot in said subdivision shall at any time be used as a residence temporary or permanent, nor shall any structure of a temporary character be used as a residence.

III

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.

IV

No lot shall be used or maintained as 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 sanitary condition.

V

No dwelling shall be permitted on any lot with a ground floor area of the main structure, exclusive of one-story open porches and garages, of less than One Thousand (1000) square feet, nor less than seven hundred (700) square feet for a dwelling of more than one story.

VI

No building shall be located on any lot nearer than 30 feet to the front line. No building shall be located nearer than 10 feet to an interior lot line. For the purpose of this covenant, 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.

VII

No building shall be constructed of concrete blocks, except colored concrete brick may be used in said construction. All structures must be underpinned. No asbestos siding or asbestos shingles shall be used, but red-wood shingles may be used.

VIII

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.

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 (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots have been recorded, agreeing to change the covenants in whole or in part.

Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain or remove violation or to recover damages.

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

IN WITNESS WHEREOF, the undersigned White's Lake Development Company, Inc. has caused these presents to be executed by Marvin P. Littrell, its President, and attested by Harold N. Lovvorn, its Secretary, who are duly authorized in the premises, on this the 23 day of May, 1960.

WHITE'S LAKE DEVELOPMENT COMPANY, INC.

BY Marvin P. Littrell PRESIDENT

ATTEST:

Harold N. Lovvorn  
SECRETARY

STATE OF ALABAMA,

LIMESTONE COUNTY,

I, Thomas G. Hobb, a Notary Public in and for said County and State, hereby certify that Marvin P. Littrell and Harold N. Lovvorn whose names, respectively, as president and secretary of White's Lake Development Company, Inc., a corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the content of the instrument, they, as such officers and with full authority, executed the same voluntarily for and on the behalf of said corporation.

Given under my hand this the 16 day of June, 1960.

Thomas G. Hobb  
Notary Public

MINUTES OF MEETING OF BOARD OF DIRECTORS  
OF WHITE'S LAKE DEVELOPMENT COMPANY, INC.  
May 23, 1960

At a special meeting of the Board of Directors of White's Lake Development, Inc., the following were present: Leon Lindsay, Harold N. Lovvorn, and Marvin P. Littrell. President Marvin P. Littrell announced that a quorum was present and the meeting open for the transaction of business.

Harold N. Lovvorn moved that certain restrictions attached hereto be placed on Cypress Shores Subdivision owned by White's Lake Development Company, Inc. Said motion was duly seconded by Leon Lindsay and on roll call said motion was unanimously adopted.

There being no further business before said Board the meeting was duly adjourned.

*Marvin P. Littrell*

PRESIDENT

ATTEST:

*Harold N. Lovvorn*

SECRETARY

I, Harold N. Lovvorn, hereby certify that the above is a true and correct copy of the minutes of meeting of Board of Directors of White's Lake Development Company, Inc., held on the 23rd day of May, 1960.

*Harold N. Lovvorn*

SECRETARY

STATE OF ALABAMA, LAUDERDALE COUNTY

I hereby certify that the foregoing instrument was filed in my office for record on *June 17, 1960* at *2:30* o'clock *P.* M. and duly recorded in Vol. *698* Page *9-12*. I hereby certify that the Mortgage Tax to amount of \$ \_\_\_\_\_ and the Deed Tax amount of \$ \_\_\_\_\_ have been paid on this instrument.

*Esther R. Bryant*

JUDGE OF PROBATE