

STATE OF ALABAMA

4758

LAUDERDALE COUNTY

PROTECTIVE COVENANTS REGULATING AND RESTRICTING THE USE
AND OCCUPANCY OF LOTS 1 THROUGH 74 OF OAK SHORES,
A SUBDIVISION IN LAUDERDALE COUNTY, ALABAMA

WHEREAS, James E. Smith, III, is the owner of all the property comprising Lots 1 through and including 74 of Oak Shores, a Subdivision in Lauderdale County, Alabama, the plat of said Subdivision having been filed for record on the 17th day of November, 1966, and recorded in Map Book 4, Page 67, in the Office of the Judge of Probate of Lauderdale County, Alabama; and,

WHEREAS, The said owner desires to impose certain protective covenants against the use of said property for the benefit of himself, his heirs and assigns;

NOW, THEREFORE, the undersigned James E. Smith, III, does hereby place and impose the following protective covenants against the said property, said covenants to be binding on the said James E. Smith, III, his successors and assigns, viz:

1. If the owners, or any of them, of any lot or parcel in said subdivision, or their successors, heirs or assigns, shall violate or attempt to violate any of the covenants herein set out, it shall be lawful for any other person or persons owning any lots or parcels in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenants, either to prevent him or them from committing any violation or to recover damages or other dues from such violation.
2. Invalidation of any one or more of the covenants herein by judgment or court order shall in no wise affect any of the other covenants herein, all of which shall remain in full force and effect.

3. All of these lots shall be used solely for private residential purposes only, and no commerce of any nature whatsoever, shall be carried on upon any of these lots. No Apartments, duplexes, boarding houses, rooming houses, trailers or other moveable living quarters shall be permitted on any of these lots, and no temporary structures, tent, trailer or other moveable living quarters, basement, shack or other temporary living quarters of any nature whatever shall be occupied and resided in on any of these lots. Not more than one single family dwelling house shall be constructed on any of these lots.
4. No dwelling house shall be constructed on any lot closer than 35 feet to the front lot line and closer than 10 feet to any side lot line, exclusive of one-story open porches and stoops and other entrance ways. The rear line of the main body of any dwelling house shall not be closer than 20 feet to the rear lot line.
5. No dwelling house shall be constructed on any lot of less than 1100 square feet of enclosed first floor living area, and no dwelling house or appurtenant building shall be constructed of exposed concrete blocks, painted or unpainted, of stuccoed construction, provided that concrete blocks can be used for footing and foundation not higher than the first floor level if the same are covered or plastered. No dwelling house constructed shall occupy more than 25% of any lot.
6. No structure separate from the main dwelling house shall be used or occupied for living purposes. No structure separate from the main dwelling house shall be constructed closer to the front line than the rear line of the main body of the dwelling house, and any such separate structure shall be not closer than 15 feet to any side lot line, provided that no such separate structure shall be closer to a street than the set-back line shown on the recorded plat.
7. The lot line of any lot or lots shall not be altered, changed or re-subdivided, so as to leave or provide a dwelling site of less than 15,000 square feet in area.
8. No livestock may be maintained upon any lot and no noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
9. The "PROTECTIVE COVENANTS", herein shall run with the land and are binding on the owner, its successors and assigns, and each of the lots protected and restricted hereby shall be sold and shall be held by the purchasers thereof, their successors, heirs and assigns, subject to said "COVENANTS", and shall be binding on all persons claiming under them until January 1, 1976, at which time said "PROTECTIVE COVENANTS", shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of said lots, it is agreed to change the same. Provided however, that these covenants and restrictions may be amended or

changed at any time upon the written consent of all persons owning any property in said Oak Shores Subdivision.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the 11th day of February, 1967.

James E. Smith, III
James E. Smith, III

Mary Grace Smith
Mary Grace Smith

STATE OF ALABAMA
LAUDERDALE COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James E. Smith, III and wife, Mary Grace Smith, whose names are signed to the foregoing restrictive covenants, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the restrictive covenants they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11th day of February, 1967.

Donna B. Joffanstedt
Notary Public

Filed: February 13, 1967
Recorded: Book 934, Pages 296-298.

STATE OF ALABAMA, LAUDERDALE COUNTY

I hereby certify that the foregoing instrument was filed in my office for record on Feb. 13, 1967 at 9:57 o'clock A. M., and duly recorded in Vol. 934 Page 296-298. I hereby certify that the Mortgage Tax to amount of \$_____ and the Deed Tax amount of \$_____ have been paid on this instrument.

Estel R. [Signature]
JUDGE OF PROBATE