

5646

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, Additions Numbered 5, 6, and 7, subdivisions in Lauderdale County, Alabama, according to the plat of said subdivisions recorded in New Plat Book No. 3, at pages 102, 103, and 104, in the Probate Office of Lauderdale County, Alabama, hereby impose on all the lots shown on said plats 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, 1979, 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, 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 any of said subdivisions or the parties 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 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 provisions which shall remain in full force and effect.

1. All lots in said subdivisions 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 subdivisions, or any of them.

2. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done which

va 668 450  
may be or become an annoyance or nuisance to the neighborhood.

3. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract or upon any lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence, except that house servants employed by the owner of any individual lot may reside in a garage or 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 powder, 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 plats, 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 animals, livestock or poultry of any kind shall 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.

10. 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.

11. 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 18<sup>th</sup> day of June, 1959.

Holland E. Greer (Seal)

Ann C. Greer (Seal)

STATE OF ALABAMA |  
LAUDERDALE COUNTY |

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

Given under my hand and official seal this 18<sup>th</sup> day of June, 1959.

J. Sheehy  
Notary Public

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, Additions Numbered 5, 6, and 7, subdivisions in Lauderdale County, Alabama, according to the plat of said subdivisions recorded in New Plat Book No. 3, at pages 102, 103 and 104, in the Probate Office of Lauderdale County, Alabama, hereby impose on all the lots shown on said plats 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, 1979, 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, 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 any of said subdivisions or the parties 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 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 provisions which shall remain in full force and effect.

1. All lots in said subdivisions 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 subdivisions, or any of them.

2. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be one which may be or become an annoyance or nuisance to the neighborhood.

3. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract or upon any lot shall at any time

PAGE #2, continued,--

be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence, except that house servants employed by the owner of any individual lot may reside in a garage or 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 plats, 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 animals, livestock or poultry of any kind shall 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.

10. 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.

PAGE #3, continued,---

11. No fence, wall, hedge or shrubdry 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 18th day of June, 1959.

Holland E. Greer (Seal)

Ann C. Greer (Seal)

Acknowledged in General Code Form by Holland E. Greer and wife, Ann C. Greer before E. L. Colebeck, a Notary Public for Lauderdale County, Alabama.

Filed, June 18, 1959.

Recorded, Book 666, Pages 449-51.