

STATE OF ALABAMA

LAUDERDALE COUNTY

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That the undersigned L.E. PRESTRIDGE and wife, NORA PRESTRIDGE, and NORMAN D. CHANDLER and wife, MAUREEN CHANDLER, being the owners of and the only persons having any right, title or interest in that certain subdivision shown and designated on the map and plat prepared by William A. Hallmark, known and designated as "BLUFF VIEW SHORES", and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book No. 3, on page 154 (the legal description thereof being hereby adopted by reference), hereby impose upon all of the lots of the aforesaid subdivision, according to the plat thereof, the following covenants and restrictions:

(1) All lots in said subdivision shall be used for residential purposes only; and no structure other than one (1) family dwellings and appurtenant garages and outbuildings shall be erected, placed or permitted to remain on any residential building lot or combination of lots not in keeping with such purposes, and one family dwellings shall not exceed one and one-half stories in height. Under no circumstances shall any outside toilets, barns, or any other unsanitary condition be permitted to remain on any of the lots of said subdivision.

(2) All dwellings constructed upon said property shall be of a permanent residence type and shall have a square footage area of at least 800 square feet, exclusive of basements, permissible outbuildings, carports, garages, terraces, porches and the like.

(3) The use of composition or asphalt exterior siding, sheets, shingles, or asbestos siding on any building or structure is expressly prohibited, except on the gables or roof. When concrete blocks are used for foundations or exterior walls, they must be covered with concrete, stucco, or plastered.

(4) No basement, tent, shack, garage, or other outbuilding erected on any lot in said subdivision shall be at any time used as a residence either temporary or permanent, nor shall any trailer

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bus body, or like structure be parked upon or erected upon said property or used as a residence, temporary or permanent, nor shall any residence of a temporary character be permitted under any circumstances.

(5) Any fence erected on any lot must be made of such material and constructed in such a manner so as not to obstruct the adjacent property owners' view of that portion of the lake and water front which but for said fence would be visible from such adjacent lot or lots.

(6) No animals or livestock of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

(7) No business of any kind or trade, or other commercial enterprises or obnoxious, or offense activity, shall be engaged in or carried on upon any lot, on said property, nor shall anything be done thereon which may be or become any annoyance, danger, or nuisance to the neighborhood including the discharge of guns, air or otherwise.

(8) The street frontage of all lots shall be maintained clean and neat at all times and noxious or offensive constitutions shall be continued thereon or thereabouts. No lot shall be used or maintained as a dumping ground for rubbish or garbage. Trash, garbage or other waste shall not be kept except in sanitary containers, and all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(9) 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, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structures designed for use and boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

(10) No sign of any kind shall be displayed in public view on any lot except one professionally prepared sign advertising the property for sale or rent, or signs used by a builder to advertise the property

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during the construction and sale thereof.

(11) Perpetual easements are reserved for utility installation and maintenance as set forth on said recorded plat.

(12) No building or structure shall be located on any lot nearer than 10 feet to a side lot line. On those lots having lake frontage, no building or structure shall be located nearer than 100 feet to the 505 contour line or nearer than 50 feet to the street lot line. On all other lots no building shall be erected nearer than 50 feet to the front or street lot line or nearer than 30 feet to the rear lot line. Nothing above contained shall prevent the erection of boathouses or piers.

(13) Any change or deviations from any of the protective covenants herein stated, other than those covenants which deal with the type of structure or quality of the structure allowed may be waived in a single instrument, duly executed by the then record owners of three-fourths of the lots in subdivision, such instrument being acknowledged according to law and duly recorded in the Office of the Judge of Probate of Lauderdale County, Alabama. Any permanent changes to any of the provisions of the protective covenants herewith filed may be made by an instrument in writing, clearly indicating such intention, duly executed by the then record owners of three-fourths of the lots in said subdivision, said instrument being duly acknowledged according to law and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama.

(14) If the parties hereto, or any of them, or their heirs or assigns or successors, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons, corporation, or corporations, or any other legal entity owing any real property covered by these covenants, to prosecute any proceedings at law or in equity against the person or persons or other party or entity violating or attempting to violate any such covenant, and either to prevent him or them or such entity from so doing, or to recover damages for such violation.

Invalidation of any one of these covenants or any group of them by

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a judgment or court order in no way shall effect any of the other provisions which shall remain in full force and effect.

In Witness Whereof, the undersigned hereby adopt, ratify and confirm the foregoing by hereunto setting their hands and affixing their seals this 14 day of July, 1962.

L.E. Prestridge (SEAL)  
L.E. Prestridge

Nora Prestridge (SEAL)  
Nora Prestridge

Norman D. Chandler (SEAL)  
Norman D. Chandler

Maureen Chandler (SEAL)  
Maureen Chandler

Acknowledged in General Code Form by L.E. Prestridge and wife Nora Prestridge, and Norman D. Chandler and wife Maureen Chandler before Donald H. Patterson a Notary Public for Lauderdale County, Alabama. This the 14th day of July, 1962. (Seal)

Filed, July 14, 1962.

Recorded, Book 767, Pages 17-20.

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2052

STATE OF ALABAMA X  
LAUDERDALE COUNTY X

November 17, 1973

We, the undersigned being the holders of the legal title of more than 75% of the lots in that certain subdivision known as BLUFF VIEW SHORES, lying in Lauderdale County, Alabama, as the same appears in Plat Book 3, at Page 154 of the Probate Office of Lauderdale County, Alabama, hereby, pursuant to Covenant 13 of those certain protective covenants imposed against said subdivision as filed on July 14, 1962, and recorded in Book 767, pages 17-20 of said Probate Office, permanently change said protective covenants by deleting Covenant No. 4.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed by their hand and seal.

Sam E. McFarland (SEAL) W. Connolly Jr. (SEAL)

Dattie W. McFarland (SEAL) Paul J. Bennett Jr. (SEAL)  
Elizabeth A. Connolly

Eldon A. Call (SEAL) Joseph L. Stumpfe (SEAL)  
Eva H. Call (SEAL) (SEAL)

Mary E. McRiff (SEAL) Tulsa C. McRiff (SEAL)

Mary Lou Nash (SEAL) Harold H. McRiff (SEAL)

Bessie K. Kinnin (SEAL) Norman Chandler (SEAL)

Ruby Kinnin (SEAL) Mary J. Chandler (SEAL)

George M. Peters (SEAL) Earl Louder (SEAL)

Frances L. Peters (SEAL) Baubert Louder (SEAL)

Ellis L. Burns (SEAL) Edward Alexander (SEAL)

Bessie M. Burns (SEAL) William Alexander (SEAL)