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STATE OF ALABAMA  
LAUDERDALE COUNTY

PROTECTIVE COVENANTS  
PLANTATION VILLAGE SUBDIVISION

FICHE 96-164 FRAME 39

WHEREAS, the undersigned, BLUEWATER REALTY GROUP, INC., is the owner of the following described real estate in Lauderdale County, Alabama:

Lots 1, 2, 3, 4, 5, 7, 9, 22, 23, 24, 25, 26, 27, 30, 33, 40, 41, 42, 43, 44, 45, 46, 47, 51, 52, 53, 54, 55, 56, 57, 58, 72, 73, 74, 76, 77, 78, 79, 80, 81, 82, 83, 84, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 108, 109, 110, 111, 114, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129 and 130, all being part of "PLANTATION VILLAGE SUBDIVISION", according to the plat thereof recorded in the office of the Judge of Probate of Lauderdale County, Alabama.

WHEREAS, the said owner has subdivided the above described real estate into lots to be used for residential purposes only; and

WHEREAS, the undersigned owner of the property is desirous of placing certain restrictions on the above referred to subdivision, which restrictions shall be covenants running with the land, and which lots shall be sold according to the lots as designated on said above referred to plat of the subdivision;

NOW, THEREFORE, Bluewater Realty Group, Inc., does hereby make the following declarations to the lots which are embraced in this subdivision, a map of which subdivision was filed for record in the Probate Office of Lauderdale County, Alabama, on the 21st day of March, 1996, and duly recorded therein in Plat Book 6, Page 210:

1. No building shall be located upon the above described subdivision except single detached family dwellings, with the usual small buildings customarily incidental to residential occupancy. These buildings shall be for the use of one family only and shall be for residential purposes only.

2. None of the lots platted in the above referred to subdivision shall be subdivided, and not more than one dwelling, for the use of one family only, shall be erected on any one of the lots as platted. Adjoining property owners may readjust sidelines between lots, provided the readjustment does not decrease the area of any lot more than 10%. Any readjustment of a lot by more than 10% must be approved in writing by the approving authority as defined in paragraph 6 below.

3. Each dwelling must be located no closer to any street than the 50 foot building setback line as shown on the plat plan and must be located so that it does not detract from the adjoining property, with the further requirement that no part of the

1100



structure shall be closer than 15 feet to either sideline of the lot. Additionally, no pump house, greenhouse, servant's house, detached garage, or other satellite structure may be located closer to the front street than the rear of the main dwelling, nor within the utility easement at the rear of the lot, nor closer than 15 feet to either sideline.

An owner of the two adjoining lots desiring to build one dwelling on said two lots may elect to treat both lots as one for the purposes of these restrictions.

4. No single story dwelling that is smaller than 1600 square feet in living area, or two-story dwelling that is smaller than 1100 square feet on the ground floor, with a total living area of 1700 square feet, shall be erected in this subdivision. The living area referred to shall include only heated area, and shall be exclusive of attached garages, carports, basements, attics, terraces, unenclosed porches, breezeways, and other similar areas. No structure higher than two-stories and a basement shall be erected. All structures shall have a minimum of one story completely above ground.

5. Only residencies of good conforming architectural design and suitable materials shall be erected in the above referred to subdivision. Construction must substantially comply with the latest code of the National Bureau of Fire Underwriter's, National Plumbing Code, National Electrical Code, and all codes and building requirements of Lauderdale County, Alabama. No construction that does not conform in character and comparative quality with the rest of the subdivision will be allowed. The use of concrete blocks or of asbestos shingles as outside finish will not be permitted, nor will exposed concrete block foundations be permitted.

6. In order that compliance may be had with the foregoing and to maintain an attractive harmonious appearance of the subdivision, the prospective builder will submit to the approving authority a plat plan showing the location of the proposed construction, plans consisting of outside elevations, floor plans, outline specifications, and approximate cost. No construction shall begin until the approving authority approves, in writing, the location and plans for the dwelling. The same will be required for any alterations, additions or other type construction not covered by the original approval. Until such time as 50% of the lots have been sold, the approving authority shall be any three of the ~~said~~ <sup>\*\*any</sup> owner or their representatives or assigns, or their agents, the act of any three to constitute the act of all. Subsequently, the approving authority shall be the representatives of all the property owners, which representatives shall consist of a committee of four (4) duly appointed by owners of a majority of the lots in the subdivision, the act of any three(3) so duly appointed to constitute the act of all. In each case, the approving authority can allow minor deviations to any part of these restrictions, providing the intent of these restrictions is maintained, and the deviations are approved in writing by the approving authority.

7. Any of the restrictions imposed by this instrument may at any time be altered, omitted, amended or changed by a recorded instrument in writing agreed to and signed by the owner, or owners, of record, of 75% of the lots in said subdivision.

8. No business or trade of any kind shall be carried on or permitted upon any portion of the above described subdivision.

*du* \*\*officers or directors or shareholders of the



9. No prefabricated home, garage, or other outbuilding erected or located upon said above described subdivision shall be used as a residence at any time, temporary or permanent. Nor shall any residential dwelling or building of temporary character be permitted.

FICHE 96-164 FRAME 41

10. It shall be mandatory that servants occupying any servant's quarters in this subdivision shall be servants of the owner of the lot on which said servant's quarters are located. The said owner must then be residing in the main dwelling upon the lot, and the occupancy of such servant's quarters by servants other than those of the owner of said lot is strictly prohibited.

11. No water system or water supply source shall be used on any lot of this subdivision unless approved by the Lauderdale County Health Department and no sewerage or waste disposal system or practices shall be allowed in the subdivision unless approved by the Lauderdale County Health Department. No outdoor toilet of any kind shall be permitted in the subdivision, except during construction.

12. No chickens, hogs, cattle, goats, sheep nor any other livestock shall be permitted on any of said lots in the subdivision. All pets will be under control at all times, and shall not interfere with other property owners.

13. Driveways and parking areas on said lots shall be paved with (concrete, asphalt, brick pavers, or other type paving material).

14. Vegetable gardens, laundry yards, incinerators and the like must be located to conform to general landscaping of each lot and screened from view by hedges or other type of shrubbery or evergreens.

15. There shall be no fences built on the said lots except those approved in writing by the approving authority. Fences, which are approved shall be in keeping to the general landscaping of each lot.

16. Public utility easements are as shown on the recorded plat of the subdivision.

17. Electrical power service lines shall be underground from the utility pole to the house on the said lots.

18. Detached garages, garden buildings, and other outside storage buildings shall conform to the general architecture of the house built on said lots.

19. In order to maintain a pleasant, neat appearance in the subdivision neighborhood; junk, trash, junked cars, etc. shall not be permitted on said lots.

20. These restrictions shall apply to any building originally constructed on the



lots within the subdivision, any building or structure moved onto the lots, or to any replacement of any building or structure, or any addition thereto. If any building should be torn down or destroyed for any reason whatsoever, the building to be erected in its place shall likewise comply with all the provisions of these restrictions.

FICHE 96-164 FRAME 42

21. The invalidation of any one or more of the covenants herein contained by decree or judgment of any Court shall in no wise affect the provisions remaining, each provision hereof being separate and severable, said remaining provisions to remain in full force and effect during the term hereof.

22. If any party subject to the restrictions and covenants herein contained, his heirs or assigns, shall violate, or attempt to violate, any of the restrictions and covenants above enumerated, any other person, or persons, owning a lot in the said above subdivision, or any interest therein, may prosecute any proceeding at law, or in equity, against the person, or persons so violating, or attempting to violate, any restriction or covenant herein contained, and shall be entitled to injunctive relief to enjoin such violation, or attempted violation, and may further recover such damages as may have been sustained thereby.

23. The covenants and restrictions hereinabove enumerated shall be covenants running with the land.

IN WITNESS WHEREOF, the undersigned, Earl G. Walton, Sr., as President of Bluewater Realty Group, Inc., hereby adopts, ratifies and confirms the foregoing by hereunto setting his hand and affixing his seal this 14<sup>th</sup> day of April, 1996.

STATE OF ALABAMA  
LAUDERDALE COUNTY  
NOTARY PUBLIC

BLUEWATER REALTY GROUP, INC.,  
an Alabama corporation,

APR 15 1 59 PM '96

BY: Earl G. Walton Sr.  
Earl G. Walton, Sr.  
Its President

STATE OF ALABAMA  
LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in said County and said State, hereby certify that Earl G. Walton, Sr., whose name as President of Bluewater Realty Group, Inc., 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 conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal, this 10<sup>th</sup> day of April, 1996.

[Signature]  
NOTARY PUBLIC  
My Commission Expires: 5-27-96

Prepared by  
Bluewater Realty Group, Inc



STATE OF ALABAMA

LAUDERDALE COUNTY

BOOK 1-7

FICHE 96-164 FRAME 43

ROAD MAINTENANCE AGREEMENT, GRANT OF INGRESS AND EGRESS  
EASEMENT, AND SUBSTITUTION OF PROTECTIVE COVENANTS

WHEREAS, Bluewater Realty Group, Inc. subdivided a parcel of land located in the West 1/2 of Section 24, Township 2 South, Range 9 West, in Lauderdale County, Alabama, known as "PLANTATION VILLAGE SUBDIVISION". On March 21, 1996 the plat of "PLANTATION VILLAGE SUBDIVISION" was recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 6, Page 210. Several lots have already been sold off as lots in Plantation Village Subdivision, some as Plantation Village, Phase-One and the plat also refers to Plantation Village Subdivision, Phase 1. There is only one phase of Plantation Village Subdivision recorded at this time in the aforesaid Probate Office and that is "PLANTATION VILLAGE SUBDIVISION" recorded in Plat Book 6, Page 210.

WHEREAS, at the time Plantation Village Subdivision was recorded, Bluewater Realty Group, Inc. retained Plantation Drive and Colonial Drive as private rights of way until Lauderdale County accepts and approves Plantation Drive and Colonial Drive as public rights of way. Bluewater Realty Group, Inc. is in the process of meeting the requirements of Lauderdale County and/or posting a bond assuring the county that it will meet the requirements, so that, in a few months, Lauderdale County will accept and approve Plantation Drive and Colonial Drive as public rights of way. Until the two streets have been accepted by Lauderdale County, Bluewater Realty Group, Inc. will remain the owner and agrees to have full responsibility for and maintain both streets, but its obligation to maintain the streets will terminate upon acceptance and approval of both streets by Lauderdale County as public rights of way.

WHEREAS, at the time of recording of the plat of "PLANTATION VILLAGE SUBDIVISION" the following lots have already been sold: Lots 6, 8, 10; Lots 28 and 29 (shown as Not Part of Subdivision on plat); Lots 31 and 32 (shown as Not Part of Subdivision on plat); Lots 34, 35, 36, 37; Lots 37A, 38, and 39 (shown as 38/39 Not Part of Subdivision on plat); Lots 48, 49, and 50 (shown as 48/50 on plat); Lots 75, 103, 105, 107, 112, and 113.

Also, in the recorded deeds on the above lots, the restrictions are slightly different from the Protective Covenants recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, on Fiche 96-164, Frames 39-42. Bluewater Realty Group, Inc. hereby

PAUL  
MICHELL,  
BY MICHAEL  
ZARUBIN & MICHELE  
LAW FIRM  
DATE:  
SUBSCRIBED  
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agrees that the Protective Covenants referred to above can be substituted and take the place of the restrictions appearing in any of the deeds on various lots in Plantation Village Subdivision already of record in the aforesaid Probate Office.

FICHE 96-164 FRAME 44

NOW THEREFORE, Bluewater Realty Group, Inc. does hereby grant and convey unto all current owners of the above mentioned lots and any future owners of any lots which Bluewater Realty Group, Inc. may sell, the non-exclusive right of ingress and egress to their property along Plantation Drive and Colonial Drive as shown on the plat of said subdivision recorded in Plat Book 6, Page 210. This agreement will be binding upon the undersigned, its successors and assigns, and will inure to the benefit of the current lot owners, their heirs and assigns, and will run with the respective lots owned by each of the current or future owners until such time that Lauderdale County accepts and approves Plantation Drive and Colonial Drive as public rights of way. This agreement will also benefit any mortgagee of the above mentioned lots.

IN WITNESS WHEREOF, Bluewater Realty Group, Inc., by its President, Earl G. Walton, Sr., who is authorized to execute this conveyance, has hereto set its signature and seal, this 12<sup>th</sup> day of April, 1996.

BLUEWATER REALTY GROUP, INC.,  
an Alabama corporation,

BY: Earl G. Walton, Sr.  
Earl G. Walton, Sr.  
Its President

STATE OF ALABAMA

LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in said County and said State, hereby certify that Earl G. Walton, Sr., whose name as President of Bluewater Realty Group, Inc., is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal, this 12<sup>th</sup> day of April, 1996.

Joe H. Yates  
NOTARY PUBLIC  
My Commission Expires: 5-27-96

THIS INSTRUMENT PREPARED BY:

Joe H. Yates, Attorney at Law  
P. O. Drawer 10  
Florence, AL 35630  
(205) 764-0582  
JHY/law  
real.est/easement.pv

STATE OF ALABAMA  
LAUDERDALE COUNTY  
APR 15 2 03 PM '96