

STATE OF ALABAMA

LAUDERDALE COUNTY

PROTECTIVE COVENANTS

A. PREAMBLE

The undersigned, John W. Acton and wife, Pearl C. Acton, being the owners of all the property embraced in that subdivision shown on the map and plat prepared by Robert W. Gass, Civil Engineer, known and designated as LAKE COVES, located in Lauderdale County, Alabama, and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book No. 3 Page 155 hereby impose on all the lots provided in said plat the following covenants and building restrictions:

If the parties hereto, or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at 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.

B. AREA OF APPLICATION. The residential area covenants in Part C in their entirety shall apply to Lots 16 to 22 inclusive in Block "A" and all of Block B-C-D in the Subdivision.

C. RESIDENTIAL AREA COVENANTS

C-1. LAND USE AND BUILDING TYPE. 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 stories in height and a private garage for not more than two cars.

C-2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and

Page # 2.

and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part D.

C-3. DWELLING COST, QUALITY AND SIZE. No Dwelling shall be permitted on any lot at a cost of less than \$15,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwelling shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1400 square feet for a one-story dwelling, nor less than 1150 square feet for a dwelling of more than one story.

C-4. BUILDING LOCATION. No building shall be located on any lot nearer than 40 feet to the front lot line, or nearer than 25 feet to any side street line. No building shall be located nearer than 12 feet to an interior lot line, except that a 8 foot minimum side yard shall be permitted for a carport. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes 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.

C-5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 75 feet at the minimum building setback line.

Page # 3.

C-6. EASEMENTS. Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. The granting of this easement or right of access shall not prevent the use of the area by the owner for any permitted purpose except for buildings. A right of pedestrian access by way of a driveway or open lawn area shall also be granted on each lot, from the front lot line to the rear lot line, to any utility company having an installation in the easement.

C-7. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

C-8. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

C-9. SIGNS. 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.

C-10. OIL AND MINING OPERATIONS. 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, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

C-11. LIVESTOCK AND POULTRY. 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

Page # 4.

kept, bred, or maintained for any commercial purpose.

C-12. GARBAGE AND REFUSE DISPOSAL . 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.

C-13. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

#### D. ARCHITECTURAL CONTROL COMMITTEE

D-1. MEMBERSHIP. The architectural control committee is composed of John W. Acton, Lake Cove, Route # 7, Florence, Alabama; Mrs. Pearl C. Acton, Lake Cove, Route # 7, Florence, Alabama and J. Hunter Garth, Jr., Florence, Alabama.

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

Page # 5.

D-2. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the substantial completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

D-3. Rules and regulations governing the community beach and water access will be formulated and revised as desired by a committee composed of the Architectural Control Committee and two owners of lots covered by this covenant, and elected by a majority vote of said lot owners.

#### E. GENERAL PROVISIONS

E-1. TERM. 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 (not including mortgagees) of the lots has been recorded, agreeing to change said covenants in whole or in part.

E-2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

E-3. SEVERABILITY. 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 have hereunto set their hands and affixed their seals on this the 26th day of April, 1961.

Page # 6.

/s/ John W. Acton (SEAL)  
John W. Acton

/s/ Pearl C. Acton (SEAL)  
Pearl C. Acton

Acknowledged in General Code Form by John W. Acton and wife, Pearl C Acton before Audrey Christian, a Notary Public for Lauderdale County, Alabama, April 26, 1961.

Filed, May 9, 1961.

Recorded, Book 731, Pages 334-37.

11835

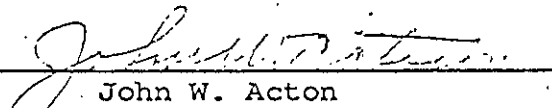
STATE OF ALABAMA,  
LAUDERDALE COUNTY.

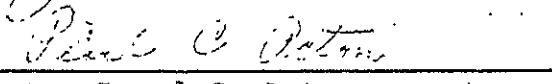
AMENDMENT OF COVENANTS AND RESTRICTIONS

The undersigned John W. Acton and wife, Pearl C. Acton; Lorena A. Garth and husband, J. Hunter Garth; James Hunter Garth, III, a single man, Leona E. Garth, a single woman, and Margaret Rose Garth, a single woman, being the owners of all Lots affected by those certain covenants and building restrictions dated April 26, 1961, and recorded in the Probate Office of Lauderdale County, Alabama, in Book 731, pages 334-37, hereby amend said covenants and restrictions by deleting Paragraph C-3 of said covenants and restrictions and substituting therefor Paragraph C-3 as follows:

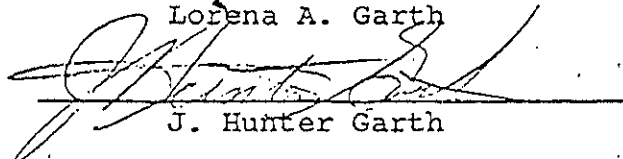
C-3. No dwelling shall be permitted on any Lot having an appraised value of less than Fourteen-Thousand (\$14,000.00) DOLLARS based upon a competent appraisal. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1200 square feet for a one-story dwelling, and not less than 1,000 square feet for a dwelling of more than one story.

IN TESTIMONY WHEREOF we have hereunto set our hands and seals on this 9<sup>th</sup> day of April, 1965.

  
\_\_\_\_\_  
John W. Acton (SEAL)

  
\_\_\_\_\_  
Pearl C. Acton (SEAL)

  
\_\_\_\_\_  
Lorena A. Garth (SEAL)

  
\_\_\_\_\_  
J. Hunter Garth (SEAL)

JAMES HUNTER GARTH, III, A MINOR

BY: [Signature] (SEAL)  
His Guardian J. Hunter Garth

MARGARET ROSE GARTH, A MINOR

BY: [Signature] (SEAL)  
Her Guardian, J. Hunter Garth

LEONA E. GARTH

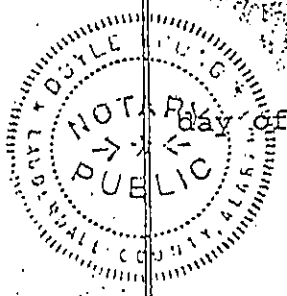
BY: [Signature] (SEAL)  
Her Attorney in Fact,  
J. Hunter Garth

STATE OF ALABAMA,

LAUDERDALE COUNTY.

I, Doyle Young a Notary Public in  
and for the State and County aforesaid, do hereby certify that  
John W. Acton and wife, Pearl C. Acton, and Lorena A. Garth and  
husband, J. Hunter Garth, whose names are signed to the foregoing  
amendment, and who are known to me, acknowledged before me on  
this day that, being informed of the contents of the amendment,  
they executed the same voluntarily on the day the same bears  
date.

Given under my hand and official seal this 9th  
day of April, 1965.



Doyle Young  
Notary Public



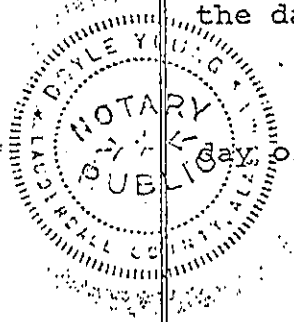
STATE OF ALABAMA,

LAUDERDALE COUNTY.

I, Doyle Young, a Notary Public in and for the State and County aforesaid, do hereby certify that J. Hunter Garth, whose name as Guardian of James Hunter Garth, III, and Margaret Rose Garth, is signed to the foregoing amendment, and who is known to me, acknowledged before me on this day that, being informed of the contents of the amendment, he, in his capacity as such guardian executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9th day of April, 1965.

Doyle Young  
Notary Public



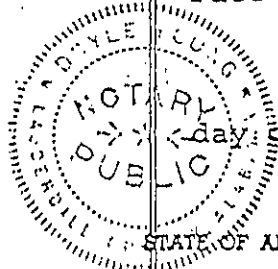
STATE OF ALABAMA,

LAUDERDALE COUNTY.

I, Doyle Young, a Notary Public in and for the State and County aforesaid, do hereby certify that J. Hunter Garth, whose name as Attorney in Fact for Leona E. Garth is signed to the foregoing amendment, and who is known to me, acknowledged before me on this day that, being informed of the contents of the amendment, he, in his capacity as such Attorney in Fact executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9th day of April, 1965.

Doyle Young  
Notary Public



STATE OF ALABAMA, LAUDERDALE COUNTY

I hereby certify that the foregoing instrument was filed in my office for record on May 12 1965 at 12:17 o'clock P. M., and duly recorded in Vol. 874 Page 45-67. I hereby certify that the Mortgage Tax to amount of \$        and the Deed Tax amount of \$        have been paid on this instrument.

Estel R. Stewart  
JUDGE OF PROBATE

VOL 874 PAGE 467

145