

EXHIBIT "A"

STATE OF ALABAMA  
LAUDERDALE COUNTY

PROTECTIVE  
COVENANTS

August 20, 1987

The undersigned, Salome Greenlees Hammond, being the owner of lots number 19, 20, 21, 55 X 100 feet of lot 22. Also lots #26, 27, 30, 31, 32, 33, 34, 35, 38, and 39 located in Lakeside Acres Subdivision number one, Lauderdale County, Alabama. Lots surveyed and platted by W.M. Paxton, Jr. C.E. and recorded in the office of the judge of probate of Lauderdale County, Alabama in new plat book 2, page 185

1. All lots are for single family residential purposes only, and only one residence may be built on each building site. No commercial enterprise of any kind shall be permitted or allowed to begin, continue, or exist there on.
2. No noxious or offensive trade and activity shall be carried on upon said lots, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.
3. No house or similar type trailer, tent or shack shall be erected, placed or located on lots 19, 20, 21, 22, 26 and 27 for any purpose, except that a temporary structure, other than a trailer, for the storage of tools and material may be placed on the tract or a lot during the reasonable time required for the construction of a dwelling on a lot, and no basement, tent, shack, garage, or other outbuilding erected or placed on the tract or upon any lot shall be at any time used as a residence, or as a camp, except that bona fide house servants employed by the owner of any individual lot may reside in a garage or suitable outbuilding upon said lot.
4. No dry or chemical type toilets shall be constructed, permitted or allowed upon any lot.
5. The owners of said lot will maintain the waterfront of said lots in a clean and neat condition at all times and allow no noxious or offensive conditions to continue thereon.
6. No residence shall be constructed on said lots unless there is

constructed concurrently therewith a septic tank or similar sewage disposal system of a type meeting the approval of the State and County public health officials.

7. No firearms, 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. Any violation of any or all of these restrictions will, per se, be a nuisance.
8. No animals, livestock or poultry of any kind shall be raised, bred or kept on said lots except that dogs, cats or other pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.
9. Said lots shall not 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, sanitary condition. No garbage, sewage, or other refuse shall be disposed by dumping or being discharged into the waters of Lake Wilson.
10. All owners and their guests must park all their vehicles on the owners lots unless they are guests, or have permission from another owner in Lakeside Acres No. 1 to park adjacent to or on the other owners property.
11. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon said lots nor shall oil wells, tanks, tunnels, mining excavations or shafts be permitted upon said lots. No derrick or structure drilling or boring for oil or natural gas shall be erected, maintained or permitted upon said lots.
12. No building shall be located nearer than 15 feet to an interior building site line nor closer than 25 feet to front lot line separating the lot and the community easement. Any structure placed on lots must face to the community easement. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on said lots to encroach upon another lot.
13. No residential building shall be constructed on lots 20, 21 & 22 at a cost less than \$35,000.00 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 dwellings 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 permitted dwelling size. The ground floor area of the main structures, exclusive of one-story open porches and garages, shall be not less than 1100 square feet for a one-story dwelling, nor less than 1000 square feet ~~for~~ for a dwelling of more than one story. No building with concrete block exterior walls will be allowed. It is agreed, understood and accepted by all buyers and sellers that this covenant is for the protection of existing property values on lots number 1, 2, 23 and 23A.

*ground floor area*

14. Any structure placed on boat slip spaces shall face to the community easement and must not be constructed no closer than twenty five feet of the boundary line between the community parkway and lots number 1A, 23, 24, 42. That owner will maintain in a sanitary condition, and neat appearance the community parkway immediately adjoining his boat slip spaces.

#### SECTION B

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1997, and then continue for successive ten (10) year periods, unless changed or modified by a majority of all the owners, not including mortgages, of the lots in said subdivision, and shall 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 said subdivision 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 judgement, court order or otherwise, shall in no wise affect any of the other provisions, which shall remain in full force and effect.

Signed by \_\_\_\_\_