

STATE OF ALABAMA

LAUDERDALE COUNTY

PROTECTIVE COVENANTS

We the undersigned, Jewell Wear and husband, L.E. Wear, and Blanche Dowdy Sharp, being the owners and other persons having an interest in all of the property embraced in that subdivision known as Mansion View Estates as shown on the map and plat thereof recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 3 at Page 97, hereby rescind, cancel and nullify those certain protective covenants dated and filed for record on June 5, 1959, in the said Probate Office in Book 666 at Pages 315-18, and in lieu thereof and in substitution therefor, adopt the following protective covenants, it being the intention of the undersigned that the above described protective covenants recorded in Book 666 at Page 315-18 in the Probate Office aforesaid, are hereby superseded by the following protective covenants, to-wit:

The undersigned, Jewell Wear, L.E. Wear, and Blanche Dowdy Sharp, being the owners and other persons having an interest in all of the property comprising what is known as Mansion View Estates, a subdivision situated in Lauderdale County, Alabama, lying and being in the Southeast Quarter of Section 19, Township 2 South, Range 11 West, shown on the map and plat prepared by William A. White, a Registered Engineer in the aforementioned State and County, and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama in Plat Book No. 3 at Page 97, hereby impose on all lots provided in said plat the following covenants and building restrictions.

These covenants are to run with the land and shall be binding on all persons claiming under them until January 1, 1984, at which time the said covenants shall be automatically extended for successive periods of ten

(10) years unless by vote of a majority of the ten owners of the lots, it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of their heirs or assigns, 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 to prosecute any proceedings by law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him from so doing or to recover damages or other dues for such violation.

Invalidation of any of these covenants by judgment or court order shall in nowise effect any of the other provisions which shall remain in full force and effect.

1. All lots in the subdivision are for residential use only, except Lots 1 and 2 in Block B. Lots 1 and 2 in Block B may be used for business purposes, provided the buildings are constructed of concrete and brick, and may be used for grocery or variety stores, beauty or barber shops, a pick-up station for laundry, a real estate office, a building for Mansion View water system controls and office, and other legitimate business.

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

3. No trailer, basement or duplex apartments shall be permitted on any lot of said subdivision.

4. BUILDING LOCATION: No building shall be located on any lot nearer to the front lot line than 35 feet, or nearer than 10 feet to an interior lot line, or nearer than 30 feet to the rear lot line; or nearer than 15 feet to any side street.

5. LOT AREA AND WIDTH: No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two and one-half stories in height, exclusive of basement and private garage. Only one residence shall be erected or placed on one lot. No building shall be placed on any lot having a width of less than 75 feet at the building set-back line.

6. No oil drilling, oil development operations, oil refining, quarrying or mining operations shall be permitted upon any lot, nor shall oil wells, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structures for use in boring for oil or natural gas shall be permitted upon any lot.

7. Clothes lines and play equipment such as swings, jungle gyms, etc., shall not be erected in front or side yards. Vegetable gardens will be permitted in back yards only.

8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot under five (5) acres. Animals must not be kept nearer than 200 feet to any residence. Household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes. Only two (2) household pets will be permitted to each family. No hunting dogs which create a nuisance to the neighborhood will be permitted.

9. No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot and one sign of not more than five square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sales period. The subdivision developers may have two large signs advertising the subdivision.

10. Lots 17, 18, 19, 20, 21, 27 and 29 in Block C, must have a ground floor area of not less than 2000 square feet exclusive of porches,

terraces, basement, garages and carports. All other lots must have a ground floor area exclusive of porches, terraces, basement, garages and carports, of not less than 1500 square feet. No residence shall be permitted the use of asbestos shingles except on the roof, and no perma stone or the same thing by another name, will be permitted. Brick and cut stone shall be permitted. Redwood and cypress used with brick or cut stone will be permitted. No carports or garages facing the street shall be permitted unless they have a 14-foot floor surface width.

11. Perpetual easements are reserved for utility installation and maintenance, as shown on the recorded plat.

12. Boats and boat trailers will not be permitted in front or side yards. No automobile commonly known as a jalopy will be permitted to be parked in front and side yards, and not more than one jalopy will be permitted each residence.

13. SIGHT DISTANCE AT INTERSECTION: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be permitted to remain on any corner lot. No trees shall be permitted where the foliage obstructs the sight line.

14. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash or other waste shall not be kept except in sanitary containers.

All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Sunken garbage will be required on all corner lots.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, on this 18th day of June, 1959.

/s/ Jewell Wear (SEAL)
Jewell Wear

/s/ L.E. Wear (SEAL)
L.E. Wear

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/s/ Blanche Dowdy Sharp)SEAL)
Blanche Dowdy Sharp

STATE OF ALABAMA ()

LAUDERDALE COUNTY ()

I, Arnold Teks, a Notary Public in and for the State and County aforesaid, do hereby certify that Jewell Wear and her husband, L.E. Wear, and Blanche Dowdy Sharp, a widow, whose names are signed to the foregoing protective covenants, and who are known to me, acknowledged before me on this day that, being informed of the contents of these protective covenants, they executed the same voluntarily on the day the same bears date.

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

/s/ Arnold Teks, (Seal)
Notary Public

Filed: June 18, 1959 at 11:03 A.M.

Recorded: Book 666 Pages 432-6.