

Restrictions indicating a preference, limitation, discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3601 (a)

3338

RESTRICTIVE COVENANTS TO SHARP'S SHORES, SUB-DIVISION LAUDERDALE COUNTY, ALABAMA, NEAR ROGERSVILLE, ALABAMA. ORIGINAL PLAT RECORDED IN BOOK NEW PLAT BK 3 PAGE 83, Probate OFFICE, LAUDERDALE COUNTY, ALABAMA.

(1) Lots Nos. 1 through 11 inclusive as reflected on said plat shall be used for no other purposes whatsoever except residential purposes, ~~and shall not be sold, transferred, conveyed, leased, or rented, or willed or devised to any person of African descent.~~

(2) 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 materials, and as to location with respect to topography and finish grade elevation.

(3) The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 700 square feet.

(4) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(5) No structure shall be erected or placed on any lot which does not have toilet and sanitary facilities in compliance with the State of Alabama Health Department requirements.

(6) No business of the constructing and letting of rental cabins shall be carried on or conducted on said lots without having first obtained the written approval therefor of 75% of the owners of property in the said sub-division.

(7) 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 materials shall be kept in a clean and sanitary condition.

(8) Paragraph (1) above restricts lots 1 through 11 inclusive, to residential uses. As to the other lots in said subdivision, no store, business or manufacturing of any kind or anything of the nature thereof, shall be carried on or conducted on said lots or any part thereof without having first obtained the written approval therefor of 75% of the owners of property in the Sharp's Shores Sub-division.

(9) The Architectural Control Committee is composed of Mrs. Faye Sharp, William E. Boston, and Oscar Stone. 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. 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.

(10) 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 thirty (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 completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

(11) In the event any one or more of the restricted covenants or agreements enumerated above are violated or breached by respective grantees, their heirs, or assigns, or any person holding under them, such party breaching or violating said restrictions shall be subject to liquidated damages to the remaining property owners in said sub-division in the amount of Twenty Thousand (\$20,000.00) Dollars.

(12) Said lots 1 through 11 inclusive, are conveyed subject to any and all T.V.A. rights, privileges, and easements as referred to in deed to V. D. Sharp dated the 11 day of APRIL, 1947.

appearing of record in Book 379, Page 293-96, probate judge's
Office of Lauderdale County, Alabama.

This 9 day of JAN., 1959.

Faye Sharp
Faye Sharp, Individually

Faye Sharp
Faye Sharp, as Guardian of
Martha Jane Sharp and Margaret
Jean Sharp, Minors