

VOL 1085 PAGE 305

STATE OF ALABAMA]

LAUDERDALE COUNTY]

2966

PROTECTIVE COVENANTS

FOR

DEER PARK

WHEREAS, the undersigned Paul K. Fischer and wife, Bernadeen H. Fischer, are the owners and all persons having an interest in that subdivision designated as DEER PARK, the plat of which is recorded in the office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 4 at Page 145 (no lots having been sold in said subdivision since it was platted), they do hereby cancel, annul and rescind those certain protective covenants dated August 10, 1973, filed for record in the Probate Office aforesaid in Book 1063 at Pages 577-581 and, in lieu thereof, hereby adopt the following protective covenants.

The undersigned Paul K. Fischer and wife, Bernadeen H. Fischer, being the owners and all persons having an interest in all of the property embraced in that subdivision shown on the map and plat prepared by Robert W. Gass, Surveyor, known and designated as DEER PARK, located in Lauderdale County, Alabama, and recorded in the office of the Judge of Probate of Lauderdale County, Alabama in Plat Book 4 at Page 145, hereby impose on all the lots provided in said plat of the above described subdivision, except Lots 1 and 14, the following covenants and building restrictions:

SECTION A.

1. All lots, except Lots 1 and 14 aforesaid, are for single-family residential purposes and use only, and only one residence may be built on

each of said lots. No commercial enterprise of any kind shall be permitted or allowed to begin, continue or exist thereon.

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 tent, shack, garage, barn or other outbuilding erected on the tract or upon any lot shall at any time be used as a residence, temporarily or permanently, except that house servants employed by the owner of any individual lot may reside in a garage or outbuilding upon said lots. Trailers will be allowed. Basements may be used as temporary structures.

4. 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.

5. No animals, livestock or poultry of any kind shall be raised, bred or kept on said lots, except that dogs, cats or other household pets, and a horse or calf may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

6. 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.

7. No oil drilling, oil development operations, 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.

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

9. No building shall be located nearer than 10 feet to an interior lot line, nor closer than 30 feet to front lot line. 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. The foregoing provisions shall not be construed as prohibiting two or more lots from being used as one building site, but only one residence may be built on any one lot. Where the phrase "lot line" is used herein, the same shall be construed to mean the property ownership line if the context so indicates.

SECTION B.

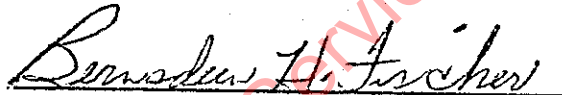
1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under then for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

2. 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.

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

IN WITNESS WHEREOF, the undersigned owners have hereunto set their hands and seals, 'on this 22ND day of MARCH, 1975.

 (SEAL)
Paul K. Fischer

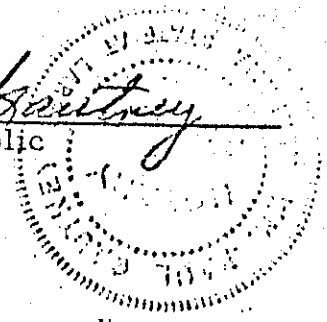
 (SEAL)
Bernadeen H. Fischer

STATE OF ALABAMA]
LAUDERDALE COUNTY]

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that Paul K. Fischer and wife, Bernadeen H. Fischer, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 22ND day of MARCH, 1975.


Notary Public



Filed: March 24, 1975
Recorded: Book 1085, Page 306-309

STATE OF ALABAMA]

LAUDERDALE COUNTY]

7885

PROTECTIVE COVENANTS

FOR

DEER PARK

The undersigned Paul K. Fischer and wife, Bernadeen H. Fischer, being the owners and all persons having an interest in all of the property embraced in that subdivision shown on the map and plat prepared by Robert W. Gass, Surveyor, known and designated as DEER PARK, located in Lauderdale County, Alabama, and recorded in the office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 4 at Page 145, hereby impose on all the lots provided in said plat of the above described subdivision, except Lots 1 and 14, the following covenants and building restrictions:

SECTION A.

1. All lots, except Lots 1 and 14 aforesaid, are for single-family residential purposes and use only, and only one residence may be built on each of said lots. No commercial enterprise of any kind shall be permitted or allowed to begin, continue or exist thereon.
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 trailer, basement, tent, shack, garage, barn or other out-building erected on the tract or upon any lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence, except that house servants

employed by the owner of any individual lot may reside in a garage or outbuilding upon said lots.

4. 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.

5. No animals, livestock or poultry of any kind shall be raised, bred or kept on said lots, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

6. 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.

7. No oil drilling, oil development operations, 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.

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

9. No building shall be located nearer than 10 feet to an interior lot line, nor closer than 30 feet to front lot line. 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.

The foregoing provisions shall not be construed as prohibiting two or more lots from being used as one building site, but only one residence may be built on any one lot.

10. No dwelling shall be permitted on said lots at a cost of less than \$17,500.00, 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 minimum permitted dwelling size. The livable floor area of the main structures, exclusive of open porches and garages, shall be not less than 1,400 square feet.

SECTION B.

1. No building shall be erected, placed or altered on any lot, except Lots 1 and 14 aforesaid, until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee (which committee is hereinafter described) as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

2. The Architectural Control Committee is composed of Paul K. Fischer, Bernadeen H. Fischer and Leon Harrison. 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 hereunder.

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.

3. 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.

SECTION C.

1. 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 of the lots has been recorded, agreeing to change said covenants in whole or in part.

2. 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.

3. 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 owners have hereunto set their hands and seals, on this 10 day of August, 1973.

Paul K. Fischer (SEAL)
Paul K. Fischer

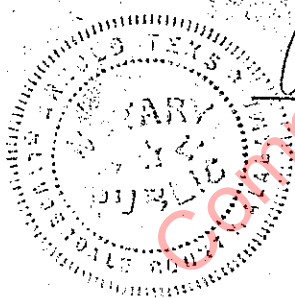
Bernadeen H. Fischer (SEAL)
Bernadeen H. Fischer

STATE OF ALABAMA]

LAUDERDALE COUNTY]

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that Paul K. Fischer and wife, Bernadeen H. Fischer, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 10 day of August, 1973.



Paul K. Fischer
Notary Public

STATE OF ALABAMA,
LAUDERDALE COUNTY, PROBATE COURT
I hereby certify that the foregoing instrument was
filed to record in this office on Aug 10 1973
1:25 PM o'clock and duly recorded in Volume 1063 Page 581-81
Deed Tax \$..... Mtg. Tax..... Fee.....

William H. ... Judge of Probate

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