

RLPY 2003 19404
Recorded In Above Book and Page
03/26/2003 04:18:10 PM
Dewey D. Mitchell
Probate Judge
Lauderdale County, AL

STATE OF ALABAMA
LAUDERDALE COUNTY

Recording Fee 27.00
TOTAL 27.00

PROTECTIVE COVENANTS
FOR
DELLS VISTA SHORES ADDITION NO. III

The undersigned, **CHARLES D. YATES** and wife, **BETTY F. YATES**, being the owners of the property embraced in the subdivision shown on the map and plat prepared by Garrard Land Surveys and known and designated as **DELLS VISTA SHORES ADDITION NO. III**, located in Lauderdale County, Alabama, and shown on Plat Book 7, Page 20. If there is a conflict between these Protective Covenants and the subdivision plat, the plat will override these covenants. The undersigned owners hereby impose on all of the lots provided in said plat the following covenants and building restrictions:

I. APPROVAL OF ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee will be composed of three (3) members, and the initial members are **Charles D. Yates, Betty F. Yates** and **Neal Bass**. No structure of any kind shall be built on said property until the plans and plot plan for same have been approved in writing by the "Architectural Control Committee", which approval shall not be reasonably withheld. A majority of the committee may designate a representative to act for it. Any vote on any questions presented to the Committee may be presented orally in any Committee meeting or in writing, whether or not such party may be present at such meeting. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor.

II. LAND USE AND BUILDING TYPE: No lot or part thereof shall be occupied, used or maintained except as a one family residential dwelling house primarily devoted to and used as a residence. No lot may be subdivided without the written consent of the Architectural Control Committee. Commercial buildings, multi-family buildings, mobile homes, and prefabricated residences are expressly prohibited.

27.00

III. CONSTRUCTION, DWELLING QUALITY AND SIZE: The minimum living area of a one story dwelling must have at least 1,300 square feet. If the dwelling has a second level, the ground floor must have a minimum living area of 700 square feet and the total completed floor space of both floors must be at least 1,300 square feet. Porches, attached garages, breezeways and basements shall not be included in computing the above minimum living area. No dwelling shall remain incomplete for a period of 12 months and no unfinished dwelling may be occupied. The surface of the foundation of any structure must be covered with brick or stone. The exterior of any structure must be vinyl, brick, stone, wood or stucco. All dwellings should have good quality workmanship and materials. All homes must be built either by the property owner or by a licensed Contractor to insure quality workmanship and protection for all residents.

IV. GARAGES AND OUTBUILDINGS: All dwellings must have a two car garage attached to the dwelling. No outbuildings permitted.

V. BUILDING LOCATION: All set back lines are reflected on the subdivision plat. Set backs are to be approved in writing by the Architectural Control Committee prior to construction. For purposes of the covenant, eaves, steps and open porches shall not be considered in computing the set backs. Where the phrase "lot line" is used herein the same shall be construed to mean the property ownership line if someone owns and builds upon more than one lot.

Front set back lines 35' - Side set back lines 10'.

VI. EASEMENTS: Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved on the lots as shown on the recorded plat. The granting of these easements or right of access shall not prevent the use of the area by the owner for any permitted purpose except for buildings.

VII. UTILITIES: All utilities (telephone, electricity, and cable) must be underground from the utility department's service receptacle.

VIII. NUISANCE: 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. Commercial trucks over one ton in size, motor homes, water craft, campers, commercial

trailers, livestock hauling trailers, or utility trailers are not to be parked on streets overnight, except where construction on houses is in process and construction vehicles are parked on lots or streets out of necessity. There shall be no construction or repair of motor vehicles, water craft, tractors or other mechanical devices, except that which can be done and is done of a noncommercial nature. Parking and storage of non-operating automobiles, trucks, boats or other vehicles are prohibited, except within a garage located upon the property. Vehicles without all tires in operating condition and not currently licensed will be considered non-operating vehicles. Travel and utility trailers and other recreational vehicles may be parked behind the front setback lines as shown of the plat, but shall not be used as a residence and shall not be connected to any utilities. Satellite dishes measuring 3 feet in diameter or larger are prohibited.

IX. TEMPORARY STRUCTURE: No structure of a temporary character, mobile home, house trailer, modular home, basement, tent, shack, garage, barn or outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No outbuilding shall be constructed prior to the commencement of the construction of the residence.

X. ANIMAL CONTROL: 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 kept, bred or maintained for any commercial purpose. Any outside dogs must be kept in kennels. No chronic barking or vicious dogs will be allowed in this subdivision. The main purpose and intention of this restriction is to maintain the quiet and peace of the subdivision and for the safety of children in the subdivision. Any and all dog pens or fences must be approved by the Architectural Control Committee.

XI. GARDEN: No lot may be used for agricultural purposes.

XII. FENCES: Only fences from the rear corner of the house toward the rear of the lot will be allowed. All fence rows must be kept clean from weeds and brush. All fences are to be chain link or better construction and must have the approval of the Architectural Control Committee. No privacy fences except as they are for pools and shall not be over six feet (6') in height.

XIII. BUSINESS OR TRADE: No business or trade of any kind or other commercial enterprise or noxious or offensive activity shall be engaged in or carried on upon any of the lots with the exception of teaching the various arts, tutoring or babysitting not more than three children who are not members of the household.

XIV. MAINTENANCES OF LOTS, LAWN AND GARBAGE DISPOSAL:

(a) The street frontage of all lots shall be maintained clean, neat and free of undergrowth at all times and no noxious or offensive conditions shall be continued thereon. No lot shall be used or maintained as a dumping ground for rubbish or garbage. Trash, garbage or other waste shall not be kept except in sanitary containers and equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Burning garbage is prohibited except during construction of homes. No fence, wall, hedge, or shrubs shall obstruct the view to the subdivision roadways for access purposes.

(b) All lots and all improvements located therein or thereon, shall be kept and maintained by the Owners thereof in good order and repair and free of all debris, including but not limited to, the sowing, sodding, and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of all buildings and other improvements, from the date of purchase of lot.

(c) Each lawn must be landscaped within one (1) year of completion of the residence. No wood or other such items shall be dumped in any yard, but must be stacked neatly out of sight from the street.

(d) All swimming pools must be located at the rear of the residence.

XV. SIGNS: No sign of any kind shall be displayed in public view on any lot, except one sign of not more than five (5) square feet advertising the property for sale or rent. The Subdivision developers may have no more than two large signs not more than 10 x 20 feet advertising the subdivision.

XVI. DRIVEWAYS: Each residence must have an asphalt or concrete driveway which shall be a minimum of ten (10) feet in width. If needed, each private drive shall have an adequate culvert (minimum of 18 inches in diameter) installed along the existing roadway to maintain proper drainage. No ditches shall be obstructed.

XVII. MAILBOXES: All mailboxes need to be constructed of a break-away material - not of stone, mortar or brick.

XVIII. ROADS: All roads shown on the Plat are hereby dedicated to Lauderdale County, Alabama, and shall be for public use as roads.

XIX. WATER FACILITIES: Due to converging lot lines lots 74, 75, 76, 77, 78, 79, 80, 81, 82 & 83 shall have a shared water facility to conform to TVA guidelines. There shall be no closed sided boathouses allowed on any lot or lots.

XX. POWERS OF THE ARCHITECTURAL CONTROL COMMITTEE:

(a) At any time, the then record owners of two-thirds of the lots in this subdivision shall have the power, through a duly acknowledged instrument recorded in the Judge of Probate of Lauderdale County, to amend or abolish these covenants and restrictions or to change the membership of the Architectural Control Committee, or to withdraw from the Committee or restore to it any of its powers or duties.

(b) Whenever, in the unanimous opinion of the member of the Architectural Control Committee, no substantial damage will be done to anyone owning any parcel or land in the subdivision, it shall have full authority to waive or allow any violation of Paragraphs III and IV of these protective covenants and restrictions, whether such violation be present or prospective. Such waiver, to be effective, must be reduced in writing over the signature of each member of the Committee and acknowledged by each member of the Committee before a Notary Public and recorded in the Office of the Judge of Probate.

(c) In the event the Committee, or its designated representative, fails to approve or disapprove within thirty days after plans and specifications have been submitted to it" or, in any event, if, no suit to enjoin the proposed construction has been commenced prior to the substantial completion of construction, approval will not be required, and the related protective covenants and restrictions shall be deemed to have been fully complied with. The term "record owner" shall not include mortgages or lien holders.

XXI. TERMS OF RESTRICTIONS: These protective covenants and restrictions are to run with the land and shall be binding on all persons claiming under them for a period of thirty

(30) years from the date these protective covenants and restrictions are recorded, after which time said protective covenants and restrictions 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 restrictions in whole or in part.

XXII. VIOLATIONS:

(a) If any person or entity shall violate any of the protective covenants or restrictions herein, it shall be lawful for any person or persons owning property in this subdivision to prosecute any proceedings against the persons or person violating any such protective covenants or restrictions to prevent any such violation or attempted violation or recover damages for same. The lot owner found by the Court to violate these restrictions will be obligated to pay the attorney fees of the party or parties filing the legal action.

(b) Invalidation of anyone of these protective covenants or restrictions by judgment or Court shall in no way affect any of the other provisions which shall remain in full force and effect.

EXECUTED this 4th day of March, 2003.

Charles D Yates
CHARLES D. YATES

Betty F Yates
BETTY F. YATES

Neal Bass
NEAL BASS

Compliments of Alabama Land Services, Inc.

**STATE OF ALABAMA
LAUDERDALE COUNTY**

I, the undersigned, a Notary public in and for said County in said State, hereby certify that **CHARLES D. YATES and BETTY F. YATES**, 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 4th day of March, 200⁰³2.

Tina B. Hendrix
NOTARY PUBLIC

MY COMMISSION EXPIRES: MY COMMISSION EXPIRES 3-22-2003

STATE OF Alabama
Lauderdale COUNTY

I, the undersigned, a Notary public in and for said County in said State, hereby certify that **NEAL BASS**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 4th day of March, 200⁰³2.

Tina B. Hendrix
NOTARY PUBLIC

MY COMMISSION EXPIRES: MY COMMISSION EXPIRES 3-22-2003

THIS INSTRUMENT PREPARED BY:

**JIM STANSELL
ATTORNEY-AT-LAW
1621 LEE STREET
P.O. BOX 127
ROGERSVILLE, AL 35652
(256) 247-1131**