

LAUDERDALE COUNTY

5818

PROTECTIVE COVENANTS - INDIAN SPRINGS IV

WHEREAS, the undersigned, Indian Springs Investment Company, an Alabama general partnership, is the owner of all that certain property described in Exhibit "A" which is attached hereto and made a part thereof and being located in Lauderdale County, Alabama.

WHEREAS the above named general partnership, is willing and desirous of impressing the hereinafter stated covenants, conditions, restrictions and reservations on the above described property.

NOW, THEREFORE, in order to carry out the foregoing purpose and intent of the undersigned, the owner hereby impresses and imposes the following covenants, conditions, restrictions and reservations on the above described tract of land.

1. The tract covered by these covenants as above described; except for lots 153 and 154, shall be used only as residential lots. No structure shall be erected, altered or permitted to remain other than one dwelling, a private garage, servants quarters and other outbuildings incidental to residential use of the lot within City of Florence R-1 requirements provided further that such owner will first obtain the written approval of the Architectural Control Committee. Construction on lots 153 and 154 will be limited to one pier and/or one boat house with offstreet parking from Center Point Lane.

2. The location of the residence on the tracts of land shall be as herein provided and in no event shall any dwelling be erected or any property used in violation of the R-1 requirements as set out in the Municipal Code of the City of Florence. No portion of any residence shall be nearer than 50 feet to the front property line, 15 feet to the side property line and 25 feet to the rear property line or shoreline. On corner lots the minimum side yard setback from the street shall be 35 feet. No detached garage or outbuilding shall be

placed nearer to any property line than as specified above. The Architectural Control Committee, in its discretion, in cases where there are extenuating circumstances, such as a restrictive lot size or unusual tree location, may allow the erection of a residence nearer than fifty feet to the front property line. However; no residence, even with the approval of the Architectural Control Committee, shall be erected nearer than thirty-five feet to the front property line.

3. The ground floor area of the main residence exclusive of open porches and garages shall not be less than 2000 square feet in the case of any one story dwelling. The ground floor area of the main residence exclusive of open porches and garages shall not be less than 1500 square feet with a total of not less than 2500 square feet of livable floor space in any two story dwelling. A fully finished heated and air conditioned area of a second floor or a basement qualifies as livable floor space.

4. No noxious or offensive trade or activity shall be conducted upon any lot, nor shall anything be done thereon that may be or become an annoyance or nuisance to the neighborhood.

5. Neither of said tracts nor any part thereof shall be used as a roadway, footpath, trail or access way of any kind to provide any person or persons with access or entry to Lake Wilson, other than the owner of said tract, his or her family and their bona fide guests, except easements that are especially and specifically granted in writing and dedicated by appropriate map or plat, or granted in writing to the respective owners hereof.

Persons who are not bona fide guests shall include, but are not limited to, the following:

(a) Any person who parts with a consideration for the use of said roadway, foot path, trail or access way.

(b) Any person who is granted the right, license or easement to use any path of either of said tracts as such roadway, foot path, trail or access way by

written instrument or by reason of the ownership of real property.

6. No miscellaneous building other than a soundly constructed boat house including uncovered decks and piers shall be located nearer than 25 feet to the 505 contour line or within 10 feet to any side lot line. The boat house must be constructed with no more than an uncovered deck or roof over it. Said boat house shall not project into the water more than 25 feet from the highest usual water level at the shoreline or no more than one third the way across the slough, whichever is the shortest distance. Design of the boat house must be approved by the Architectural Control Committee as well as the required governmental approvals before construction.

7. The use of exposed concrete block, wood logs, composition or asphalt sheets or shingles used as exterior siding on any building or structure is expressly prohibited except where written approval is obtained from the Architectural Control Committee.

8. No trailer, bus body or like structure, tent, shack, garage, basement or permitted outbuilding, placed or erected on any lot in said subdivision shall be at any time used as a residence, either temporary or permanent, nor shall any residence of a temporary character be permitted under any circumstances, except as herein provided. The removal of wheels or the affixing or placing of any trailer, mobile home or like device or structure to a permanent foundation shall not take the use of any such trailer, mobile home or like device or structure outside this prohibition.

9. Any fence, tree house or like structures erected on any lot must have the approval of the Architectural Control Committee before construction or installation begins. Material and construction must be in such a manner so as not to obstruct the adjacent property owner's view of that portion of the lake and water front which but for said fence or structure would be visible from such adjacent lot or lots.

10. No animals or livestock of any kind shall be

raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. No owner shall keep or maintain any pet or animal that has vicious propensities or that becomes a nuisance to the neighborhood.

11. The street and lake frontage of all lots shall be maintained clean and neat at all times and no noxious or offensive conditions shall be continued thereon or thereabouts. 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 all incinerators or other equipment and containers for the storage or disposal of such material shall be kept in a clean and sanitary condition. It is expressly required that all toilet and sewage facilities shall at all times meet the minimum health and sanitation specifications as required by the Public Health Authority of the Municipal, County and State governments. The use of house boats, cruisers and other types of water conveyances that are regularly docked at any of the property as a permanent residence is expressly prohibited. Furthermore, no boat docked at any of the property, no matter how temporary the stay there, may use a toilet that evacuates raw, untreated sewage into the water. The toilet for a temporary boat docked at any of the property must have as a minimum standard of sanitation, a toilet that micro-pulverizes and then effectively chemically treats all sewage before ejection into the water. The shoreline shall in no way be used as a rental docking space or for any other commercial endeavor. Neither shall it be used as a regular docking space for other than the owner, except the property owner may allow docking by friends not to exceed a period of two weeks and provided further that the boats of said friends, if equipped with toilets, meet the above requirements. It being the purpose and intent of this covenant to prohibit and prevent the systematic dumping of sewage and waste into the waters abutting the property covered by these covenants.

12. No oil drilling, oil development operations, oil

refining, quarrying or mining operations of any kind shall be permitted upon or in any lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot.

13. No sign of any kind shall be displayed in public view on any lot except one professionally prepared sign used by a builder, real estate company or owner to advertise the property during the construction and/or sale thereof.

14. Any permanent change to or variance from any of the provisions of the protective covenants herewith filed may be made by an instrument in writing, clearly indicating such intention, duly executed by the then record owners of three-fourths of the lots in said tract, said instrument being duly acknowledged according to law and recorded in the office of the Judge of Probate of Lauderdale County, Alabama.

15. If the parties hereto or any of them or their heirs or assigns or successors shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons, corporation or corporations or any other legal entity owning any real property covered by these covenants to prosecute any proceedings at law or in equity against the person or other party or entity violating or attempting to violate any such covenant and either to prevent him or them or such entity from doing or to recover damages for such violation.

16. No building shall be erected, placed or altered on any lot in the tract until the building plans, specifications and site plan showing the location of such building on the lot with respect to property lines, topography and finished ground elevation have been approved in writing as to conformity and harmony of external design with existing or proposed structures on the land embraced in the tract above described. This approval shall be given by the Architectural Control Committee composed of William M. Paxton, Jr. and William S. Tune or by a representative designated by said committee.

In the event the Architectural Control Committee or its designated representative does not approve or disapprove such

design and location within 30 days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with.

Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and of its designated representative shall cease on and after July 1996. Thereafter, the approval described in this covenant shall not be required unless prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this tract and duly recorded, appointing a committee or representative who shall thereafter exercise the same power previously exercised by said committee.

Invalidation of any one of these covenants or any group of them by a judgment or court order in no way shall affect any of the other provisions which shall remain in full force and effect.

17. No boat, truck, trailer or any structure or vehicle of a temporary or a mobile nature, other than a passenger automobile shall be regularly parked, stored or exhibited on any lot in any manner that would be conspicuous or offensive to the neighborhood and also such temporary structures or other vehicles must be so stored or parked either in a regularly constructed garage or other shelter or the same are expressly prohibited to be on said property on a regular basis. Nothing in this covenant shall be construed to alter or modify the provisions of covenant number 8.

IN WITNESS WHEREOF, the undersigned hereby adopts, ratifies and confirms the foregoing by causing this instrument to be executed by its duly authorized partners on this the ___ day of November 1985.

INDIAN SPRINGS INVESTMENT COMPANY
an Alabama General Partnership

BY *William S. Tune*

BY *William M. Paxton Jr.*

STATE OF ALABAMA
LAUDERDALE COUNTY

I, the undersigned, a Notary Public in and for the State and County aforesaid, hereby certify that William M. Paxton, Jr. and William S. Tune, whose names as partners of INDIAN SPRINGS INVESTMENT COMPANY an Alabama General Partnership, 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, with full authority executed the same voluntarily for the said general partnership.

Miana Glaze
Notary Public

My Commission Expires 12-29-86

EXHIBIT I hereby certify that the foregoing instrument was

filed to record in this office on Apr 7, 1986

at 2:20 pm o'clock and duly recorded in Ficho

86-0062 Frame C001-C008 Deed Tax

Mlg. Tax Fee 20.00

STATE OF ALABAMA:
County of Lauderdale:

William Johnson Judge of Probate

DESCRIPTION of an acreage tract of land lying and being in Section 4, T-3-S, R-10-W, Lauderdale County, Alabama, together with Lot #40 of Indian Springs Addition (Plat Book 4, Pages 136 and 137) all being more particularly described as follows:

BEGIN at a point on the Westward line of Indian Springs III Subdivision at the Westmost corner of Lot #113 of the said subdivision as the same appears of record in the office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 5, Pages 91 and 92; thence run along the Westwardly line of the said subdivision South 39 degrees 52 minutes 41 seconds East for a distance of 295.00 feet to the Southmost corner of Lot #114 in the said subdivision; thence South 50 degrees 07 minutes 19 seconds West for a distance of 80.82 feet to the Westmost corner of Lot #116 in the said subdivision; thence South 35 degrees 12 minutes 40 seconds East for a distance of 165 feet to the Southmost corner of Lot #116 in the said subdivision, said point lying on the Northwardly right-of-way of Indian Springs Drive, a 50-foot right-of-way; thence South 54 degrees 47 minutes 20 seconds West along the Northwardly line of Indian Springs Drive a distance of 11.31 feet to a point; thence South 35 degrees 12 minutes 40 seconds East and crossing Indian Springs Drive a distance of 50.0 feet to a point on the Westmost corner of Lot #134 of the said subdivision; thence South 35 degrees 12 minutes 40 seconds East along the Westwardly line of the said Lot #134 a distance of 284 feet, more or less, (passing an iron pin at 264.42 feet) to the 505 contour of the Tennessee River (Lake Wilson Embayment); thence running and meandering in a Southwestwardly, a Northeastwardly, a Northwestwardly, and a Southwestwardly direction and following the said 505 contour for a distance of 2,715 feet, more or less, to the Eastmost corner of Lot #39, Indian Springs Addition as the same appears of record in Plat Book #5, Pages 136 and 137; thence leaving said 505 contour North 56 degrees 10 minutes 03 seconds West along the Northeastwardly line of the said Lot #39 a distance of 12.00 feet to a point on the Southeastwardly line of Centerpoint Lane in the said subdivision; thence North 33 degrees 49 minutes 56 seconds East along the Southeastwardly line of the said Centerpoint Lane a distance of 65.00 feet to a point; thence North 03 degrees 49 minutes 56 seconds East along the Lane a distance of 40.00 feet to a point; thence North 33 degrees 49 minutes 56 seconds East along the Lane a distance of 161.48 feet to a point; thence North 34 degrees 08 minutes 56 seconds East along the Lane a distance of 61.00 feet to a point; thence North 34 degrees 08 minutes 56 seconds East along the Lane a distance of 85.00 feet to a point; thence North 36 degrees 51 minutes 56 seconds East along the Lane a distance of 165.69 feet to a point at the point of curvature of a curve; thence along the arc of the curve which has a radius of 214.13 feet and a tangent distance of 58.14 feet and total deflection of 30 degrees 23 minutes for a distance of 113.55 feet to the point of tangency; thence North 6 degrees 28 minutes 56 seconds East and continuing along the Lane a distance of 75.00 feet to a point on the arc of curve of a cul-de-sac which appears of record in the Indian Springs Addition plat; thence along the arc of the said cul-de-sac a distance of 23.3 feet to the Southwestmost corner of Lot #41 Indian Springs Addition; thence South 75 degrees 23 minutes 38 seconds East along the Southerly line of the said Lot 41 a distance of 149.50 feet to a point; thence North 39 degrees 41 minutes 22 seconds East along the Southeasterly line of the said Lot #41 a distance of 203.3 feet to a point at its Eastmost corner; thence North 51 degrees 18 minutes 45 seconds West along the Northeasterly line of the said Lot #41 a distance of 49.54 feet to the Southmost corner of Lot #99 Indian Springs III as the same appears of record; thence North 59 degrees 32 minutes 49 seconds East along the Southeasterly line of Lot #99 Indian Springs III a distance of 175.74 feet to the point of beginning of the tract herein described containing 13.37 acres, more or less.