

STATE OF ALABAMA X

LAUDERDALE COUNTY X

PROTECTIVE COVENANTS

WHEREAS, the undersigned, Indian Springs, Inc., a corporation organized and existing under the laws of the State of Alabama, is the owner of all that certain property described in Exhibit "A" which is attached hereto and made a part hereof and being located in Lauderdale County, Alabama.

WHEREAS, the above named corporation, 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 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 shall be used only as residential lots. No structure shall be erected, altered or permitted to remain other than one dwelling not to exceed two stories in height, 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.

2. The location of 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 front property line; 15 feet to side property line, and 25 feet to rear property line. On corner lots the minimum side yard setback on street shall be 50 feet. No detached garage or outbuilding shall be placed nearer to any property line than as specified above.

3. The ground floor area of the main residence exclusive of open porches and garages shall be not less than 2000 square feet in case of the one story dwelling, and there shall be a total of not less than 2000 square feet of livable floor space on both floors in any two (2) story dwelling.

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, foot path, 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 other than the above described tracts.

6. No building other than a soundly constructed boat house including uncovered decks and piers shall be located nearer than 50 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' 0" from the highest usual water level at the shoreline or no more than half way across the slough, whichever is the shortest distance. Design of the boat house must be approved by the Architectural Control Committee before construction.

7. The use of concrete block, composition or asphalt exterior siding, sheets, shingles, or asbestos 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 the prohibition.

9. Any fence erected on any lot must have the approval of the Architectural Control Committee. Material and construction must be in such a manner so as not to obstruct the adjacent property owners' view of that portion of the lake and water front which but for said fence 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, and the use of house boats, cruisers and other type of water conveyances that are regularly docked at any of the property as a permanent residence is expressly prohibited. Furthermore, no boat docked on the shores, 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 on shore must have, as a minimum standard of sanitation, a toilet that micro-pulverizes and then effectively chemically treats all sewage before ejection in to 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 others than the Owner, except, the property Owners 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 advertising the property for sale or rent, or signs used by a builder, or owner to advertise the property during the construction and sale thereof.

14. Any permanent changes 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-fourth 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 persons 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 this tract until the building plans, specifications and lot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing or proposed structures in the land embraced in the tract above described, and no location of buildings with respect to topography and finished ground elevation, by a committee composed of Paul E. Barr, William S. Tune, Quintus A. Langstaff, Dean Goodsell, Jr., and William H. Martin, III, or by a representative designated by said committee. In the event the members of the Committee cannot agree on any matter, a majority shall control. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. Upon such death or resignation, the remaining members of the Committee shall select a successor within thirty (30) days thereafter. In the event said Committee, or its designated representative fails to approve or disapprove such design and location within thirty (30) days after

said plan 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, 1988. 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 representative or representatives 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 effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned hereby adopts, ratifies and confirms the foregoing by causing this instrument to be executed by its duly authorized officers on this the 11<sup>th</sup> day of July, 1969.

INDIAN SPRINGS, INC?

ATTEST:

Rebecca A. J. [Signature]  
Its Secretary

BY William H. Martin, III  
Its President

STATE OF ALABAMA X  
LAUDERDALE COUNTY X

I, the undersigned, a Notary Public in and for the State and County aforesaid, hereby certify that William H. Martin, III, whose name as President of Indian Springs, Inc., a corporation, 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, in his capacity as such officer, and with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 11<sup>th</sup> day of July, 1969.

Estelle B. Berry  
Notary Public

We, the undersigned Mortgagees, hereby ratify and confirm the foregoing protective covenants.

IN WITNESS WHEREOF, We have executed this instrument on this the 30<sup>th</sup> day of July, 1969.

William H. Martin, Jr.  
William H. Martin, Jr.

Kirkman O'Neal  
Kirkman O'Neal, Trustee under that certain Indenture of Trust recorded in Deed Book 757, Page 606 of the Probate Office of Lauderdale County, Alabama.

Olivia O'Neal Rouzer  
Olivia O'Neal Rouzer, Trustee under that certain indenture of trust as recorded in Deed Book 971, Page 628 of the Probate Office of Lauderdale County, Alabama.

STATE OF ALABAMA X

JEFFERSON COUNTY X

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Kirkman O'Neal, whose name as Trustee under that certain indenture of trust as recorded in Deed Book 757, Page 606 of the Probate Office of Lauderdale County, Alabama, 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, in his capacity as such trustee, executed the same voluntarily on the day the same bears date.

Given under my hand this 30 day of July, 1969.

Linda H. Pator  
Notary Public

STATE OF *Alabama*  
COUNTY OF *Jefferson*

My Commission Expires May 28, 1972

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Olivia O'Neal Rouzer, whose name as Trustee under that certain indenture of trust as recorded in Deed Book 971, Page 628 of the Probate Office of Lauderdale County, Alabama, 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, she, in her capacity as such trustee, executed the same voluntarily on the day the same bears date.

Given under my hand this 30 day of July, 1969.

Linda H. Pator  
Notary Public

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STATE OF ALABAMA X

LAUDERDALE COUNTY X

I, the undersigned, a Notary Public in and for the State and County aforesaid, hereby certify that William H. Martin, Jr., 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 seal this 30<sup>th</sup> day of July, 1969.

*Estelle J. Percy*  
Notary Public

EXHIBIT "A"

- That certain plat and subdivision recorded in New Plat book 4, Page 100 of the office of the Judge of Probate of Lauderdale County, Alabama, designated as Indian Springs.

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Filed, September 17, 1969

Recorded, Book 983, Pages 495-503



STATE OF ALABAMA X

LAUDERDALE COUNTY X

PROTECTIVE COVENANTS

WHEREAS, the undersigned, Indian Springs, Inc., a corporation organized and existing under the laws of the State of Alabama, is the owner of all that certain property described in Exhibit "A" which is attached hereto and made a part hereof and being located in Lauderdale County, Alabama. (And being known and designated as Indian Springs Addition, according to the Map and Plat of same as it appears of record in the Probate Office of Lauderdale County, Alabama in Plat Book 4, pages 136 and 137).

WHEREAS, the above named corporation, 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 the undersigned owner hereby impresses and imposes the following covenants, conditions, restrictions, and reservations on the above described tract of land.

1. The Undersigned hereby expressly adopts and imposes against the above described land all of the protective covenants that were imposed against the Indian Springs Subdivision that were filed in the Probate Office of Lauderdale County, Alabama, on the 17th., day of September, 1969, and recorded in Book 983, pages 495-503, inclusive, with the exception that Covenant No. 3 of said covenants is deleted, and the following is placed in lieu thereof:

3. The ground floor area of the main residence exclusive of open porches and garages shall be not less than 2000 square feet in case of the one story dwelling. In any two story dwelling there shall be a minimum of 1500 square feet on the ground floor, exclusive of open porches and garages, and a minimum total of 2500 square feet exclusive of open porches and garages in all two story dwellings.

2. A copy of the aforesaid covenants are marked Exhibit "B" and attached hereto and made a part hereof.

IN WITNESS WHEREOF, the undersigned hereby adopts, ratifies and confirms the foregoing by causing this instrument to be executed by its duly authorized officers on this the 9th day of October, 1972.

INDIAN SPRINGS, INC.

BY William H. Martin III  
Its President

ATTEST:

[Signature]  
Its Secy. Secretary

STATE OF ALABAMA X

LAUDERDALE COUNTY X

I, the undersigned, a Notary Public in and for the State and County aforesaid, hereby certify that William H. Martin, III, whose name as President of Indian Springs, Inc., a corporation, 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, in his capacity as such officer, and with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 9th day of October, 1972.

Estelle B. Berry (SEAL)  
Notary Public

I, the undersigned Mortgagee, hereby ratify and confirm the foregoing protective covenants.

IN WITNESS WHEREOF, I have executed this instrument on this the 9th day of October, 1972.

William H. Martin III  
William H. Martin, III  
Attorney in Fact for  
William H. Martin, Jr.

STATE OF ALABAMA X  
LAUDERDALE COUNTY X

I, the undersigned, a Notary Public in and for the State and County aforesaid, hereby certify that William H. Martin, III, whose name as Attorney in Fact for William H. Martin, Jr., is signed to the foregoing covenants and who is known to me, acknowledged before me on this day that being informed of the contents of this instrument, he in his capacity as such attorney in fact, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 9th day of October, 1972.

Estelle B. Berry (SEAL)  
Notary Public

EXHIBIT "A"

That tract or lot of land in Lauderdale County, Alabama, known and described as all of INDIAN SPRINGS ADDITION, according to the plat thereof recorded in the office of the Judge of Probate of said County in Plat Book 4, at Pages 136 and 137.

STATE OF ALABAMA

LAUDERDALE COUNTY

Comes now the undersigned, being all of the owners of all of the property that comprise Indian Springs Addition, a subdivision in Lauderdale County, Alabama, and being platted and specified in Plat Book 4, Pages 136-137 in the Probate Office of Lauderdale County, Alabama, desiring to modify the protective covenants imposed against said subdivision, hereby covenant and agree as follows:

There is added and amended to Covenant 2 the following:

2(a). The Architectural Control Committee may, in its discretion, in hardship cases where there are extenuating circumstances allow the erection of a residence nearer than fifty feet (50') 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 (35') to the front property line.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the 27th day of October, 1972.

ATTEST:

INDIAN SPRINGS, INC.

Paul E. Barr (s)  
Its Vice President

BY Wm. H. Martin III (s)  
Its President

Edsel P. Holden (s) (SEAL)  
Edsel P. Holden

Inez A. Holden (s) (SEAL)  
Inez A. Holden

Nicholas Andrew Pieroni (s) (SEAL)  
Nicholas Andrew Pieroni

Mary Joan Pieroni (s) (SEAL)  
Mary Joan Pieroni

Continued on next page

Acknowledged in Code Form by William H. Martin, III, as President of Indian Springs, Inc., before James R. Schwarz, a Notary Public for Lauderdale County on 27th day of October, 1972. (SEAL)

Acknowledged in General Code Form by Edsel P. Holden and wife, Inez A. Holden before Estelle P. Perry, a Notary Public for Lauderdale County on the 31st day of October, 1972. (SEAL)

Acknowledged in General Code Form by Nicholas Andrew Pieroni and wife, Mary Joan Pieroni before Estelle P. Perry, a Notary Public for Lauderdale County on the 31st day of October, 1972. (SEAL)

I, the undersigned Mortgagee, hereby ratify and confirm the foregoing amendment to the protective covenants.

IN WITNESS WHEREOF, I have executed this instrument on this the 27th day of October, 1972.

Wm. H. Martin III (s)  
William H. Martin, III  
Attorney in Fact for  
William H. Martin, Jr.

Acknowledged in General Code Form by William H. Martin, III, as Attorney in Fact for William H. Martin, Jr., before James R. Schwarz, a Notary Public for Lauderdale County on the 27th day of October, 1972. (SEAL)

Filed: November 8, 1972

Recorded: Book 1051, Pages 282-284

THE STATE OF ALABAMA )  
COUNTY OF LAUDERDALE )

1501

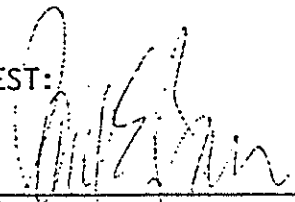
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KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being all of the owners of Indian Springs Addition, as the same appears of record in the office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 4, Pages 136-137, hereby amend the restrictive covenants applicable thereto as recorded in said Probate Office in Book 1051, at Pages 15-25, by substituting the following in lieu of paragraph 6 thereof, to-wit:

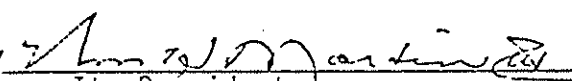
"6. No building (except a residence which complies with amended paragraph 2 of the covenants applicable to this property) other than a soundly constructed boat house including uncovered decks and piers shall be located nearer than 50 feet to the 505 Contour Line, or within 10 feet to any side lot line. 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' 0" from the highest usual water level at the shoreline or no more than half way across the slough, whichever is the shortest distance. Design of the boat house must be approved by the Architectural Control Committee before construction."


IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals hereunto on this 22nd day of May, 1973.

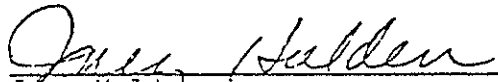
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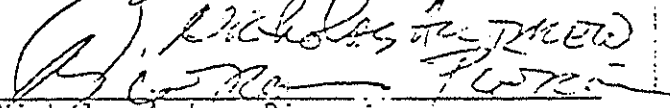
  
\_\_\_\_\_  
Its Vice-President

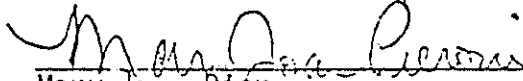
INDIAN SPRINGS, INC.

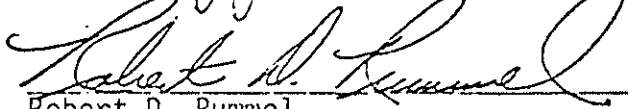
By   
\_\_\_\_\_  
Its President

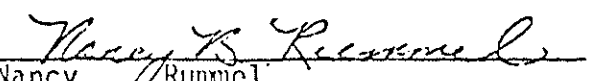
  
\_\_\_\_\_  
Edsel Holden

  
\_\_\_\_\_  
Inez Holden

  
\_\_\_\_\_  
Nicholas Andrew Pieroni

  
\_\_\_\_\_  
Mary Joan Pieroni

  
\_\_\_\_\_  
Robert D. Rummet

  
\_\_\_\_\_  
Nancy Rummet