

STATE OF ALABAMA  
LAUDERDALE COUNTY

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being all the owners of and all parties having any rights, title or interest in that certain subdivision shown and designated on the map or plat prepared by William A. White, Registered Surveyor, known and designated as:

LINDSEY CREEK

and recorded in the office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 5, on Page 42, hereby impose upon all of the lots of the aforesaid subdivision, according to the plat thereof, the following covenants and restrictions:

I

(a) No structure other than single-family dwellings not exceeding two and one-half stories in height, and appurtenant garages and other outbuildings, shall be erected or be permitted to remain on any lot or combination of lots.

(b) Before constructing a residence or building of any kind, it shall be mandatory for the builder and/or property owner to first submit a plan of such construction to the "Architectural Control Committee" for its approval. Approval shall not be unreasonably withheld, however, no work of any nature shall be started on the residence or building before the plan is approved.

II

No building or structure of any kind whatsoever other than a single dwelling house shall be erected on the property, and any such dwelling house shall be used for residential purposes only. Manufactured or prefabricated buildings may be constructed with the specific approval of the Architectural Control Committee. All dwellings must have a finished living area, exclusive of basements, outbuildings, carports, garages, terraces, porches and the like, of at least 1400 square feet.

All dwellings must have a carport or garage and any such carport or garage shall not open from the front portion of the dwelling.

### III.

(a) The use of asbestos or asphalt exterior siding is expressly prohibited, except that asbestos shingles may be used in the gables or roof. Further, the use of "perma-stone" or similar material is expressly prohibited. When concrete block is used for foundations, it must be covered with concrete or plaster. All driveways of said subdivision shall be of hard surface, such as concrete, asphalt or brick.

(b) No building structure shall be located on any lot nearer than 20 feet to either side lot line. The building setback line is as shown on the recorded plat. No building in said subdivision shall be located on any lot nearer the rear lot line than 35 feet, or nearer than 25 feet to any side street line. Before the construction is started on any building upon any lot, the plans, specifications and a plot plan therefore shall be submitted for approval by the Architectural Control Committee, showing the location of the building on said lot. For the purpose of this covenants, 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 a lot to encroach upon another 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.

### IV

No basement, tent, shack, garage, barn or other out-building erected on any lot in said subdivision shall at any time be used as a residence, temporary or permanent, nor shall any truck, trailer, bus body, mobile home, camper or like structure be parked upon or in the street abutting, or erected upon said property, or used as a residence, temporary or permanent, nor shall any residence of a temporary character be permitted with regard to construction or structure involved.

No sheds, storehouses or the like will be permitted on any lot except with the written approval of the Architectural Control Committee.

V

No fences shall be placed on any lot except upon written approval of the Architectural Control Committee, and no fence shall in any event be allowed within 50 feet of the front property line, except that in the case of corner lots, no fence in any event may be constructed closer to the front property line than the minimum building setback line.

VI

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. No lot may be used for agricultural purposes, except that a private vegetable garden may be maintained on the rear of each lot.

VII

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 lot, or on said property, nor shall anything be done thereon which may be or become any annoyance, danger or nuisance to the neighborhood.

VIII

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 all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

IX

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. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

X

No sign of any kind shall be displayed in public view on any lot except one professional sign of not more than two square feet, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

XI

Perpetual easements are reserved for utility installation and maintenance as set forth on said recorded plat.

XII

The Architectural Control Committee for such subdivision shall consist of Charles Donald Crosby, Oscar D. Crosby, Jr., and Betty Jane Crosby, all of Florence, Alabama. A majority of the Committee may designate a representative to act for it or cast any vote. Any vote on any question 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. The members of such Committee shall serve until they shall resign or be removed by death, and the remaining members, or member, shall have full authority to designate a successor or successors, in any such case.

XIII

Should a lot be adjacent to and abut on Dawn Lake, which has been constructed by the grantor, then that 10 foot area lying between the front of said lot and Dawn Lake, and between the prolongation of the sides of said lot down to the lake, shall and does belong in fee simple to the grantor herein, and the owner(s) of said lot and successors in interest thereto or assigns shall not by act or deed attempt to establish any riparian rights in said lake. However, the owner(s) of the said lot shall be entitled to enjoy the privilege of the use of this lake frontage. In return for the use of said lake front area, owner(s) of the said lot shall be charged with the responsibility of the upkeep, beautification and cleanliness of said area. Owner(s) in accepting this conveyance, hereby expressly agree that the use of said lakefront

area shall be and is permissive only and title thereto may not and shall not be acquired by adverse possession.

XIV

It is understood and agreed that the lake is under the complete ownership and control of the grantor herein, and the use of the lake shall be only in compliance with the rules and regulations of the said grantor or its assigns.

XV

No dwelling shall be located within fifty-five feet from the edge of the water of the lake.

XVI

In the interest of public health and sanitation, and so that the owners of lots in Lindsey Creek Subdivision may be benefitted by a decrease in the hazards of lake pollution and by the protection of water recreation and other public uses of the lake located in Lindsey Creek Subidvision, owners of lots in Lindsey Creek Subdivision will not use their property for any purpose that would result in the pollution of Dawn Lake by refuse, sewage, or other material that might tend to pollute the waters of Dawn Lake.

XVII

No dock or boat house shall be constructed extending onto or over the waters of Dawn Lake. No boat shall be anchored offshore in the lake. The lake shall be used by no one who is not an owner, lessee or occupant of a lot in Lindsey Creed Subdivision, or a guest or member of the family of such owner, lessee, occupant, or occupants.

XVIII

The privileges and grants to the enjoyment of the use of the lake established on said subdivision do not include the use of gasoline or electric motors on said lake. A loss of all lake privileges is the penalty for violations of the restrictions against use of gasoline or electric motors, after warning.

## XIX

No swimming shall be allowed in aforesaid lake except in the area designated as a swimming area by the owner of said lake.

## XX

(a) The Architectural Control Committee reserves the right to change or cancel any or all of these restrictions, if in their unanimous judgment the development or lack of development of adjacent property makes that course necessary or advisable.

(b) The Architectural Control Committee is specifically charged with the responsibility of approving all exterior building materials utilized in the construction of dwellings in Lindsey Creek Subdivision. Said approval to be required prior to the construction of any dwelling in said subdivision.

(c) The covenants, agreements, conditions, reservations, restrictions, and changes created and established herein for the benefit of Lindsey Creek Subdivision, and each lot therein, may be waived, terminated, or modified as to the whole of said subdivision with the written consent of the owners of 66-2/3 percent of the lots in Lindsey Creek Subdivision; and if only a portion of the subdivision is intended to be affected, the written consent of the owners of 66-2/3 percent of the lots in the portion to be affected shall be secured. No such waiver, termination, or modification shall be effective until the proper instrument in writing shall be executed and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama; provided, however, that this provision shall have no application so long as Charles Donald and Oscar D. Crosby, Jr., or Lindsey Creek Development Corporation shall be the owners of twenty percent of the lots in Lindsey Creek Subdivision. The term "Owner" shall not include mortgagees, lien holders or persons claiming under unrecorded deeds.

IN WITNESS WHEREOF, the undersigned has hereunto  
caused these presents to be executed on this 21<sup>st</sup> day of  
September, 1979.

Charles Donald Crosby  
Charles Donald Crosby, Owner

Oscar D. Crosby, Jr.  
Oscar D. Crosby, Jr., Owner

BY: Charles Donald Crosby  
Lindsey Creek Development  
Corporation  
CENTRAL BANK OF ALABAMA, N.A.  
Paul W. Lane Vice Pres.  
Mortgagee

This Instrument Prepared by:  
Rodney B. Slusher  
Attorney at Law  
Florence, Alabama

Compliments of Alabama Land Services, Inc.

STATE OF ALABAMA,  
LAUDERDALE COUNTY, PROBATE COURT  
I hereby certify that the foregoing instrument was  
filed to record in this office on Oct. 1, 1979  
2:43 P.M. to clock and duly recorded in Vol 1160 Page 1039-39  
Lend Tax \$..... Mtg. Tax..... Fee 10.50

William B. Slusher Judge of Probate