

STATE OF ALABAMA

LAUDERDALE COUNTY

PROTECTIVE COVENANTS

The undersigned Virgie Greer, widow of A. J. Greer, deceased, and Holland E. Greer, who are all the heirs at law of the said A. J. Greer and Ann C. Greer, wife of said Holland E. Greer, being the owners of all the property comprising what is known as Aqua Vista Lake Shores Subdivision No. 3, a subdivision in Lauderdale County, Alabama, a part of Section 33, Township 2, Range 9 West, according to the plat of said subdivision recorded in Plat Book 3 at Page 43 in the Probate Office of Lauderdale County, Alabama, and Aqua Vista Lake Shores Subdivision No. 4, a subdivision in Lauderdale County, Alabama, a part of Section 33, Township 2, Range 9 West, according to the plat of said subdivision recorded in Plat Book 3 at Page 44 in the Probate Office of said County, hereby impose on all the lots shown on each of said plats and on the entire said subdivisions the following covenants and building restrictions.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1975, and then continue for successive ten (10) year periods unless changed or modified by a majority of all of the owners of the lots in said subdivisions and, be binding upon the parties hereto or, any of them, their heirs or assigns or any party claiming under them, who shall violate or attempt to violate any of the covenants herein. It shall be lawful for any person or persons owning real property situated in said developments or subdivisions or the parties hereto to prosecute any proceeding in law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them for so doing or to recover damages or other dues for such violation.

Invalidation of any one of these covenants by judgment, court order, or otherwise shall in no wise effect any of the other provisions which shall remain in full force and effect.

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(1) All Lots in said subdivisions shall be for residential purposes and use only; and, no commercial enterprise of any kind shall be permitted or allowed to begin, continue or exist thereon or in said subdivisions.

(2) No noxious or offensive trade or activity shall be carried on upon any lot, 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 outbuilding erected in 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 out building upon said lot.

(4) No dry or chemical type toilets shall be constructed, permitted or allowed upon any lot.

(5) The owner of each lot will maintain the lot and the waterfront of each lot in a clean and neat condition at all times and allow no noxious or offensive conditions to continue thereon.

(6) No fireworks, firecrackers, guns, rifles, pistols, or other firearm, whether using powder, gas or air shall be discharged on any lot or any part of said subdivisions.

(7) No building of any kind shall be located on any lot nearer than 25 feet at the closest point from Aqua Vista Drive, as said roadway is shown on the Plat of said subdivisions and no building shall be located nearer than 10 feet to any interior lot line and no nearer than 50 feet to the 505 contour line.

(8) 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, mining excavations or shafts be permitted upon or in any lot. No derrick or structure drilling or boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

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(9) 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.

(10) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(11) No fence, wall, hedge or shrubbery planting which obstructs the sight lines of elevation between 2 and 6 feet above the roadway shall be placed or permitted to remain on any corner lot in such a manner as to obstruct the view of any vehicular traffic on such road, roadway, driveway or alley entering into such road. No trees shall be permitted to remain within a distance to so obstruct said traffic unless the foliage line is maintained at sufficient height to prevent obstruction of said sight lines.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 20 day of September, 1957.

Virgie Greer (SEAL)
Virgie Greer

Holland E. Greer (SEAL)
Holland E. Greer

Ann C. Greer (SEAL)
Ann C. Greer

Acknowledged in General Code Form by Virgie Greer, a widow, Holland E. Greer, and wife, Ann C. Greer and in Separate Code Form by Ann C. Greer, wife of Holland E. Greer, before Robert O. Cox, a Notary Public for Lauderdale County, Alabama.

Filed, September 20, 1957.

Recorded, Book 610, Pages 274-7.