

RLPY 2002 69257  
Recorded In Above Book and Page  
11/25/2002 11:24:40 AM  
Dewey D. Mitchell  
Probate Judge  
Lauderdale County, AL

Recording Fee 15.00  
TOTAL 15.00

**PROTECTIVE COVENANTS AND RESTRICTIONS**

**DIXIELAND ESTATES  
Phase I**

**PURPOSE:** The purpose and enforcement of these Protective Covenants and Restrictions is to maintain an increasing appraised value of this property, and to improve the quality of life and create an atmosphere of peace, harmony, and tranquility among the owners and neighbors of Dixieland Estates. These covenants shall run with the land and continue in effect for a period of 25 years, and shall continue in effect after the expiration of 25 years unless modified by a majority of the lot owners at that time.

**PROCEEDINGS:** If any person shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so, or to recover damages for such violation, or both, and in the event of breach of said covenants, the person or persons committing the breach shall pay all costs of enforcing these covenants, including a reasonable attorney's fee.

**USE:** Said property shall be used solely for private residential purposes, for single family dwellings only; no public commerce of any nature shall be carried on upon said property. No lot may be further subdivided, nor shall any right of way to adjoining property be permitted across any lot.

**CONSTRUCTION:** A county approved drainage tile and a gravel bed for driveway shall be in place prior to beginning construction of house. All construction projects must be completed within six months from beginning construction. Lot must be kept clean and clear of litter during construction.

**STRUCTURES:** Only one single-family dwelling house with appurtenant garages and outbuildings shall be constructed on each lot. Each dwelling house shall be constructed on said property with a minimum enclosed heated area of no less than 1600 square feet. Two-story houses must have a minimum of 1100 square feet on the first level. All residential structures shall be constructed with an exterior of at least 80% brick, with no exposed cinder or concrete blocks, painted or unpainted and shall have a minimum seven-inch on twelve-inch roof pitch. All roofing shall be of architectural shingles or architectural standing seam metal. Each dwelling house requires a minimum of a double garage with garage doors. All structures are subject to prior approval of the Architectural Control Committee consisting of David Setzer and Dixie Setzer, or their designees.

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

**LOCATION ON LOT:** Buildings shall be located no nearer than 30 feet from the front lot line, no nearer than 20 feet to any side street, no nearer than 10 feet to any interior lot line, and no nearer than 50 feet to the rear lot line.

15.00

**DRIVEWAY:** All driveways will be constructed of concrete.

**FENCES:** No fences may be erected closer to the street than the rear corner of the house. Any fence erected on property shall be of substantial and ornamental construction; all wood fences must have smooth side on the outside. All fences must be kept painted and repaired as required to maintain an attractive appearance.

**TEMPORARY RESIDENCE:** No structure of temporary character, trailer, mobile home, manufactured housing, basement house, tent, shack, bus body, motor home, camper, garage, barn, or other outbuilding shall be used on any lot at anytime as a residence either temporarily or permanently.

**OUTBUILDINGS:** Permanently constructed separate garages and outbuildings must be built in accordance to the exterior stipulations of the main dwelling. No movable storage buildings will be allowed to remain on lot, unless they are within a wood or vinyl privacy fence.

**MAINTENANCE:** Before construction, the owner of each lot shall mow the grass on their lot as needed and not less than once every three months beginning from the time the lot is purchased. In the event the grass on said lot is not mowed accordingly, seller shall cause the grass on such lot to be mowed and assess the lot owner a fee of \$50.00 which shall constitute a lien on said property. Before, during and after construction, said property shall be maintained clean and neat at all times and no noxious or offensive conditions shall be allowed thereon.

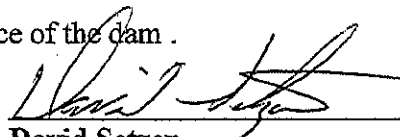
**ANIMALS:** No animals or livestock of any kind shall be raised, bred or kept on any lot except that ordinary household pets may be kept, provided they are not kept, bred, nor maintained for any commercial purpose. Household pets shall not be allowed to become an annoyance or nuisance to the neighborhood.

**VEHICLES:** No vehicles shall be parked on the street on a regular basis. No motor vehicles not in running condition shall be kept on any lot or street for a period in excess of thirty days, except in an enclosed garage or building.

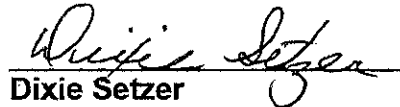
**OTHER:** All carports must be located in the rear of the home. Clotheslines are permitted within a wooden privacy fence only.

**WATERFRONT LOTS:** (Lots 1 2 3 4 5 and 6): Owners of these lots, and their invited guests, and the owners of any future lots fronting on said lake, and their invited guests, shall have a non-exclusive right to use the lake fronting on said lots. Only open-sided fishing piers may be constructed on waterfront lots, and may not extend out into water more than 14 feet from the high water line, and must be kept in good repair. No gasoline powered or other motorized watercraft may be used on water. No watercraft constructed of used fuel, oil or food drums, car hoods, or like materials, styrofoam or other foam floatation shall be allowed on water. Owners of waterfront lots will share equally in the expense and labor of upkeep and maintenance of the dam.

9-3-03  
Date

  
\_\_\_\_\_  
David Setzer

9-3-02  
Date

  
\_\_\_\_\_  
Dixie Setzer

**STATE OF ALABAMA**

**LAUDERDALE COUNTY**

I, a Notary Public, hereby certify that David Setzer and wife, Dixie Setzer whose names are signed to the foregoing Protective Covenants and Restrictions, and who are known to me, acknowledged before me on this day that, being informed of the contents of the Protective Covenants and Restrictions, they executed the same voluntarily on the day the same bears date.

Given under my hand this 3 day of September, 2002.

  
\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES 2/20/05

**THIS INSTRUMENT PREPARED BY:**

John C. McKelvey  
P. O. Box 379  
103 West Fourth Street  
Tuscumbia, Alabama 35674  
(256) 381-5560

**PROTECTIVE COVENANTS AND RESTRICTIONS**

**DIXIELAND ESTATES  
Phase I**

Recording Fee 17.00  
TOTAL 17.00

**Amended July 9, 2009**

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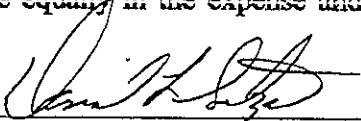
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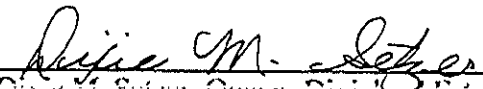
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7-9-09  
Date

  
\_\_\_\_\_  
David L. Setzer, Owner, Divisional Station

7-9-09  
Date


  
\_\_\_\_\_  
Dale M. Setzer, Owner, Divisional Station

STATE OF ALABAMA

LAUDERDALE COUNTY

I, a Notary Public, hereby certify that David L. Setzer and wife, Dixie M. Setzer whose names are signed to the foregoing Protective Covenants and Restrictions, and who are known to me, acknowledged before me on this day that, being informed of the contents of the Protective Covenants and Restrictions, they executed the same voluntarily on the day the same bears date.

Given under my hand this 9<sup>th</sup> day of July 2009

  
Kristy Thompson  
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:

John C. McKelvey  
P. O. Box 379  
Tuscumbia, Alabama 35674  
(256) 381-5561

*Amended 7-9-09 by David L. Setzer and Dixie M. Setzer per request of 10 of the 11 lot owners in Dixieland Estates, Phase I, requesting that household pets be confined to owners lot.*