

RESTRICTIONS

Declaration and agreement as to covenants and building restrictions in respect to Bon Secour View Subdivision, river lots located in Baldwin County, State of Alabama.

This declaration and agreement made and entered into this 2nd day of July, 1968, between C. E. FRANKLIN and B. R. FRANKLIN, his wife, and SAM R. RIDDLE and B. RIDDLE, his wife, parties of the first part and all Purchasers in their respective heirs and assigns with lots in the Bon Secour View Subdivision, parties of the second part, WITNESSETH:

WHEREAS, the parties of the first part intend to sell and convey the lots in said Bon Secour View Subdivision plan by deeds referring to restrictive covenants on the part of the purchasers contained in this declaration and agreement, and it is to be recorded to the end that the restrictive covenants herein imposed shall inure to the benefit of each and all of the Purchasers of said lots. The parties of the first part agree that all of the lots in said plan shall be sold subject to the respective covenants contained in this declaration and agreement, and all purchasers of said lots in said plan have themselves, their heirs and assigns by the purchase of said lots agree to be bound to the covenants herein contained by reference in their respective deeds to the volume and page in the records of where this declaration and agreement will be recorded. The Purchaser of any lot in said Bon Secour View Subdivision and with the intent to bind all persons with whom the title of said lots may hereafter vest, agrees to the following restrictive covenants, to wit:

1. These covenants are to run with the land and shall be binding on all persons and parties.
2. All lots in the plan or tract shall be known and described as residential lots.
3. No structure shall be erected, altered or placed on or be permitted to remain on any residential building lots other than one semi-detached single family dwelling, and a private garage for no more than two cars, and only one residence shall be permitted upon each

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numbered lot in the subdivision. No building shall be erected, placed, or altered on any building lot in this subdivision until the building plans, specifications and plot plan showing the location of said building as been approved by C. E. Franklin or Sam R. Riddle, as to conformity and harmony or external design with existing structures in the plant of proposed structures, the plans for which have been approved, and also as to the location of the building with the respect to topography and finished ground elevation, which approval shall not be unreasonably withheld. In the event said C. E. Franklin or Sam R. Riddle fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to him or in the event, if no suit to enjoin the erection of such building or alter or construction has been commenced prior to the completion thereof, such approval shall not be required, and this covenant will be deemed to have been fully complied with.

5. No building costing less than \$12,000.00 shall be permitted on said lot, and the ground floor area of the main structure, exclusive of one-story opened or screened porches shall be not less than 1200 square feet in the case of a one-story structure.

6. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be down thereon which may be or become a nuisance or annoyance to the neighborhood.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the 23rd day of September, 1968.

C. E. Franklin (SEAL)
C. E. Franklin

Betty R. Franklin (SEAL)
Betty R. Franklin

Sam R. Riddle (SEAL)
Sam R. Riddle

Basilyn R. Riddle (SEAL)
Basilyn Riddle

Effective Date October 21, 1968

Each and every lot will be given 10 feet in boat slip in park to be used for purchasers boat, except when two lots are sold to one person for one dwelling. Boat houses and bulkheads to be built by purchasers and approved by C. E. Franklin or Sam R. Riddle before construction is begun.

Box 21 ne 602

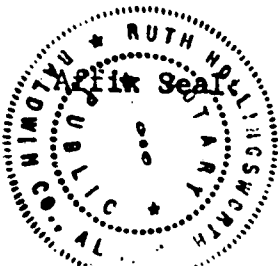
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STATE OF ALABAMA,)
COUNTY OF BALDWIN.)

I, the undersigned Notary Public, in and for said County and State, do hereby certify that C. E. FRANKLIN and BETTY R. FRANKLIN, husband and wife, whose names 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 the said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 23rd day of September, 1968.



Ruth Hollingsworth
Notary Public, Baldwin County,
Alabama
Commission Expires: Mar. 2, 1970

STATE OF ALABAMA,)
COUNTY OF JEFFERSON.)

I, the undersigned Notary Public, in and for said County and State, do hereby certify that SAM R. RIDDLE and BASILYN RIDDLE, husband and wife, whose names 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 the said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 30 day of September, 1968.



Willette L. Mitchell
Notary Public, Jefferson County,
Alabama
My Commission Expires March 21, 1972

STATE OF ALABAMA,
BALDWIN COUNTY

I certify that this instrument was filed on

OCT 28 1968 *SA*

and that no tax was collected. Recorded in *mic*.
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Page *602-237* *Shirley D'Almeida*
Judge of Probate
By *[Signature]*

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