

RESTRICTIVE COVENANTS
TO
LAKE VIEW ESTATES, UNIT ONE

KNOW ALL MEN BY THESE PRESENTS that BEATRICE D. JIMMERSON, owner of the real property situated in Baldwin County, Alabama, and described as follows:

Lake View Estates, Unit One, Lots 1 through 9, Baldwin County, Alabama, as per plat filed for record in Slide Number 1501-A, in the Office of the Judge of Probate, Baldwin County, Alabama,

does hereby fix, establish and declare the following restrictive covenants relative to the use and development of the specified lots in said Subdivision. These Restrictive Covenants shall be recorded in the Office of the Judge of Probate, Baldwin County, Alabama.

RESTRICTIVE COVENANTS

1. PROPERTY COVERED: The real property which is and shall be held, conveyed, transferred, sold, used and occupied subject to the liens, charges, rights, limitations, conditions, covenants, reservations, easements, and restrictions with respect to the various portions thereof set forth in the various clauses and paragraphs of this declaration and the Restrictive Covenants contained herein is Lots 1 through 9, LAKE VIEW ESTATES, UNIT ONE, as per plat filed for record in Slide Number 1501-A, in the Office of the Judge of Probate, Baldwin County, Alabama.

2. PURPOSE OF DECLARATION: The purpose of this declaration is to insure the best use and most desirable development and improvements of the property for residential purposes only; to protect the declarant and future owners of lots against such improper use of the surrounding property as to depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property, to guard against the erection thereon of poorly designed or proportioned structures, or structures built of improper or unsuitable materials; and, in general, to protect and enhance the value of investments made by purchasers of lots therein.

3. USE: All lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached family dwelling, not to exceed two and one-half

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stories in height, a private garage for not more than three (3) cars, and other outbuildings incidental to residential use.

4. TYPE AND SIZE OF BUILDING: Each residence shall have not less than sixteen hundred (1600) square feet of air-conditioned space. The ground floor of the main structure, exclusive of one-story open porches and garages, shall not be less than sixteen hundred (1600) square feet of air-conditioned space in the one-story structure and one-thousand (1000) square feet in the case of a one-and-one-half ($1\frac{1}{2}$), two (2), or two-and-one-half ($2\frac{1}{2}$) story structure. All material and workmanship must be equal to or exceed the minimum FHA and VA building requirements. One (1) reasonable-sized storage outbuilding shall be allowed, provided the same is located near the rear lot line, unless the circumstances indicate otherwise for the benefit of the entire subdivision.

Externally exposed chimneys shall be either constructed of, or faced with, brick or other approved materials.

5. BUILDING LOCATION: No building on any lot shall be located nearer than the minimum building set-back lines, as noted on recorded plat. No building shall be located nearer than eight (8) feet to an interior lot line; additionally, as to a building on any interior lot, such building shall be located so that the sum of the distance from the building to the interior lot line on one side plus the distance from the building to the interior lot line on the other side shall be a minimum of twenty (20) feet. No dwelling shall be located on any lot nearer than ten (10) feet to the rear lot line.

6. LOT AREA AND WIDTH: No residential structure shall be erected or placed on any lot, which lot has an area of, or width of, less than that shown on the original lots as platted and laid out on the recorded map of said subdivision, unless a subdivision or re-subdivision is submitted to, and approved in writing by, the Baldwin County Planning Commission. Any re-subdivision shall be subject to all the provisions and requirements of all the Restrictive Covenants contained herein. An owner may construct a residence on two (2) adjoining lots, provided the minimum building setback line requirements are met.

7. SEWAGE DISPOSAL: No cesspool or other individual sewage system shall be constructed or utilized on subject property except

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a system approved by the Baldwin County Board of Health and/or State Board of Health.

8. GARBAGE AND REFUSE DISPOSAL: No lot shall be maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean, sanitary condition.

9. NUISANCES: No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance, or nuisance, to the neighborhood. No outside clothes lines shall be permitted in the Subdivision unless screened in such a manner as not to be visible from adjacent lots or streets.

10. TEMPORARY RESIDENCES: No trailer, basement, tent, shack, garage or other outbuilding, including mobile homes, erected or placed on any lot, shall be at any time used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. Mobile homes, motor homes, campers, and/or trailers may be kept on a lot only if kept within a fully enclosed garage or under a carport, or kept in the rear yard. No boat twenty-eight (28) feet in length or larger may be kept on a lot, and all smaller boats must be kept on trailers in the rear yard, or within a garage or carport.

11. OIL AND MINERAL OPERATIONS: No oil equipment, drilling, oil development operation, oil refining, quarrying, mining or excavation operations of any kind shall be permitted upon or below any lot, nor shall oil wells, tanks, tunnels, mineral explorations or shafts be permitted upon or below any lot (except approved septic tanks). No mineral rights are to be conveyed, since they are reserved with others.

12. SIGNS: No sign of any kind more than four (4) square feet shall be displayed to be public view on any lot, advertising the property for sale or for rent; signs of the same size may be used by a builder to advertise property during the construction and sale period.

13. ANIMALS: No animals or fowl shall be domiciled in the subdivision for commercial purposes. This shall not prohibit or limit the ownership of cats, dogs, one horse, or other pets (commonly classified as domesticated) for owner's pleasure,

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provided, however, ownership of domesticated animals shall not exceed four (4) in number of animals or combination of animals. None of said animals shall be allowed to create a nuisance to other owners.

14. FENCES, WALLS, HEDGES AND ORNAMENTAL STRUCTURES: No hedges or fence shall be located nearer the front property of any lot than the rear of the dwelling on such lot; and no fence, wall or ornamental structure, other than one which is an integral part of the dwelling itself, shall be constructed upon any portion of any lot. All fences facing any public street must be made of wood, faced with wood, or have the outward appearance of being made of wood.

15. ENFORCEMENT: It is hereby stipulated that all of the aforesaid restrictions shall constitute covenants running with land, and that they are hereby created for the benefit of, and shall be fully binding upon, all persons and entities now or hereafter owning property in said Subdivision, and upon their heirs, successors, and assigns, including owners and their heirs and assigns, until modified or cancelled as provided herein. The owner of any lot in said Subdivision shall have, and is hereby granted, the right to enforce compliance on the part of any other owner of any lot in said Subdivision, by whatever legal means may be available, with any or all of the restrictions herein contained, and may recover damages to the extent suffered by such owner for the violation of such other owner of any or all of said restrictions. Neither the undersigned Owner, nor its employees, agents or assigns, nor any of the persons comprising Owner as partners, or their representatives, heirs, personal representatives, successors or assigns shall be liable to any lot owner or lot owners in the Subdivision for (i) the manner in which Owner exercises or fails or refuses to exercise any right or authority which said Owner may have, or the failure or refusal of Owner to enforce any of the provisions hereof against any lot owner; or (ii) the failure or refusal of any lot owner to comply with or enforce any of the provisions hereof.

16. TIME LIMITATIONS AND RENEWAL OF COVENANTS: The restrictions herein contained shall be binding on all persons and entities owning lots in said Subdivision until January 1, 2005, unless cancelled or modified prior to January 1, 2005, with the

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written consent of the owners of three-fourths (¾) of the lots in said Subdivision, and shall be automatically extended thereafter for successive periods of ten (10) years unless thereafter modified or cancelled with the written consent of two-thirds (⅔) of all persons and entities at the time owning lots in said Subdivision. If any portion of said Subdivision should hereafter be or become jointly owned and undivided, owners shall, for the purpose of the foregoing formula, be regarded as one person; and with written consent of less than all of the co-owners of a particular portion of the Subdivision, be of no effect.

17. SEVERABILITY: Invalidation of any of these covenants by judgment or court decree shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned developer, BEATRICE D. JIMMERSON, has executed the hereinabove restrictions on this the 22nd day of February, 1995.

Beatrice D. Jimmerson
BEATRICE D. JIMMERSON

STATE OF ALABAMA

_____ COUNTY

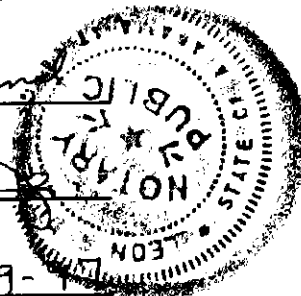
I, a Notary Public in and for said County and State, do certify that BEATRICE D. JIMMERSON, whose name is signed to the foregoing Restrictive Covenants and who is known to me, acknowledged before me on this day that, being informed of the contents of the said Restrictive Covenants, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 22nd day of Feb., 1995.

Leon D. Bullock
NOTARY PUBLIC

My commission expires 6-29-1997

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RECORD FEE 12.50
STATE OF ALABAMA
FALCON COUNTY
I CERTIFY THIS INSTRUMENT WAS
FILED AND RECORDED
MAR 7 1 37 PM '95
JUDGE OF PROBATE
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