

Property Owners of Surfside Shores

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Covenants

The following contains retyped pages of the Protective Covenants of Surfside Shores done by a resident of Surfside Shores, Mr. Ralph N. Gilges, for the sole purpose of making the document more readable as copies of the original are not very legible. THEY ARE NOT AN AUTHORIZED OR OFFICIAL COPY of the said Covenants and any party wanting a copy of the actual instrument should obtain one from a realtor or the office of the Judge of Probate in Baldwin County. The original instrument was prepared by the law firm of: BINDER & BUSH, ATTORNEYS AT LAW, 218 S. President St., Jackson, Mississippi

Mr. Gilges has attempted to ensure complete accuracy of the content other than: any errors made during the transcribing not spotted during the checks & rechecks, written signatures, stamps and embossed seals and the format.

STATE OF ALABAMA

BALDWIN COUNTY

**I certify that this instrument was filed on JUN 6 – 1963 8:00 AM and that no tax was collected.
Recorded in Miss. Book 19, Page 74-77 by Judge of Probate**

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, SURFSIDE DEVELOPMENT CORPORATION, a Mississippi Corporation, authorized to do business in the State of Alabama, being the owner of all that certain land and property lying and being situated in Baldwin County, Alabama, known as SURFSIDE SHORES, a Subdivision according to a map or plat thereof on file and of record in the office of the Judge of Probate of Baldwin County, Alabama, in Map Book 5, at Page 190, and being desirous of imposing certain restrictive and protective covenants upon said land for the protection of itself and all future purchasers, and the owners of lots lying within said Subdivision, does hereby impose the following restrictions and protective covenants on said land and property being more particularly described as follows, to wit:

Lots 12 through 22, inclusive, of Block “A”, Lots 1 through 14, inclusive, of Block “B”, Lots 1 through 16, inclusive, of Block “C”, Lots 1 through 16, inclusive, of Block “D”, Lots 1 through 16, inclusive, of Block “E”, Lots 1 through 15, inclusive, of Block “F”, Lots 1 through 19, inclusive, of Block “G”, all in SURFSIDE SHORES, a Subdivision in Baldwin County, Alabama, in the office of the Judge of Probate of Baldwin County, Alabama, in Map Book 5, at Page 190.

1. No lot shall be used except for residential purposes. No building shall be built, erected, altered, placed or permitted to remain on any lot which shall exceed two (2) stories in height.

2. The habitable floor area of any dwelling erected on any lot in said Subdivision, exclusive of open porches and garages, shall not contain less than 750 square feet.

3. No improvements of any character shall be erected, or the erection thereof begun, or changes made in the exterior design thereof, after original construction on this property, until plans and

specifications have been submitted to and approved in writing by the undersigned, its successors or assigns. (Miss. Book 019 Page 74)

4. No building shall be located on any lot nearer than 35 feet to the lot line which the front of the residence faces, nor nearer than 25 feet to any street line which the side of the residence faces, and no building shall be located nearer than five (5) feet to any interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 15 feet or more from the rear of the dwelling, and no dwelling shall be located on any lot nearer than 35 feet to the rear lot line, or to the rear beach easement as hereinafter set forth. For the purposes of this covenant, 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 or a lot to encroach upon another lot.

5. In the event any person shall own two (2) or more adjacent building lots, and shall desire to construct a dwelling occupying a portion of both of said adjoining lots as a building site, then the restrictions as to the dividing line between the said adjoining lots shall not apply, insofar as it restricts the placing of any dwelling nearer than five (5) feet to a side lot line, but all other restrictions herein contained shall apply to the same as if said dwelling had been built on a single building lot.

6. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-buildings shall be used on any lot at any time as a residence, either temporarily or permanently.

8. No animals, livestock or poultry of any kind may be kept, raised, bred or allowed on any lot except that dogs, cats, other household pets, ponies and horses may be kept provided that none shall be kept, raised, bred or maintained for any business or commercial purpose.

9. No sign or placard of any kind shall be displayed to the public view on any lot or residential unit except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet, advertising the (Miss. Book 019 Page 75) property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

10. No lot shall be resubdivided into smaller lots.

11. Use of the George C. Meyer Memorial Park shall be limited to lot owners and their guests, and the lot owners and their guests of any other subdivision hereafter created by the undersigned in Baldwin County, Alabama, by whatever name such other subdivision may be called.

12. Surfside Development Corporation reserves the right to install and maintain electric, telephone, gas and water lines and mains, and drainage ditches over, under and upon all lots, streets, beaches or parks, and to assign such rights.

13. An easement is reserved over the rear 100 feet of Lots 1 through 15, inclusive, of Block "F", for the use and enjoyment of all lot owners of Surfside Shores Subdivision, and their guests, and the lot owners and their guests of any other subdivision hereafter created by Surfside Development Corporation in Baldwin County, Alabama, by whatever name such other subdivision may be called, to the end that all lot owners and their guests shall have full use and benefit of the beach and the waters of the Gulf of Mexico.

14. An easement is reserved over the entire Lot 12, Block "F", for access to the beach area and the Gulf of Mexico in favor of the aforesaid lot owners and their guests.

15. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty five (25) years from the date these Covenants are recorded, after which time said Covenants shall be automatically successive for periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to changes in said Covenants in whole or in part.

16. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any Covenants either to restrain violation or to recover damages. (Miss. Book 019 Page 76)

17. Invalidity of any one of these Covenants by Judgement or Court Order shall in no wise affect any of the other provisions and shall remain in full force and effect.

WITNESS THE SIGNATURE OF THE CORPORATION, this the 30th day of May, 1963

SURFSIDE DEVELOPMENT CORPORATION

By B. L. Johnson, President

ATTEST:

Milton F. Sparrow, Secretary

STATE OF MISSISSIPPI

COUNTY OF HINDS

I, THE UNDERSIGNED Notary Public in and for said State and County, hereby certify that B. L. Johnson and Milton F. Sparrow, whose names as President and Secretary, respectively, of the Surfside Development Corporation, a Mississippi Corporation, are signed to the foregoing instrument, and who are known to me, acknowledge before me on this day that, being informed of the contents of the instrument, they as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 30th day of May, 1963.

Signature of Notary Public

My Commission Expires:

7/19/63

(Miss. Book 019 Page 77)