

BUILDING RESTRICTIONS AND RESTRICTIVE COVENANTS APPLICABLE TO A SUBDIVISION OF PART OF LOT 8, SECTION 28, TOWNSHIP 9 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, the undersigned have heretofore filed of record in the office of the Judge of Probate of Baldwin County, Alabama, a subdivision of lands located in Baldwin County, Alabama, entitled " A SUBDIVISION OF PART OF LOT 8, SECTION 28, TOWNSHIP 9 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA ", said plat of subdivision being recorded in Map Book 5, Page 287 of the records in the Office of the Judge of Probate of Baldwin County, Alabama; and

WHEREAS, the undersigned THOMAS E. McCOWN and SALLY H. McCOWN, husband and wife, and JERE AUSTILL, JR., as owners of the lands embraced in said subdivision, desire specifically to declare and define the extent of the dedication to be effective by the filing of said subdivision map for record in the said Office of the Judge of Probate of Baldwin County, Alabama and to express and define certain conditions and limitations affecting and relating to the property contained in the same; and

WHEREAS, the undersigned desire to keep the development of said property at a high level for the benefit and pleasure of residents and visitors to said property and for the protection of the property values and desire to place on and against said real property owned by them within the boundary areas of said subdivision certain protective covenants relating to the occupancy, use and/or improvement of the same;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned THOMAS E. McCOWN and SALLY H. McCOWN, husband and wife, and JERE AUSTILL, JR., joined by his wife, ISABELLE P. AUSTILL, do hereby MAKE and FILE the following declarations, reservations, protective covenants, limitations, conditions and restrictions regarding the use and the occupancy and/or the improvement of the pro-

BOOK 020 PAGE 167

erty owned by the undersigned within the bounds of said subdivision including the dedicated roads, avenues and streets within said subdivision, as follows:

1. LAND USE AND BUILDING TYPE:

No lot shall be used except for residential purposes.

No lot shall be subdivided into two or more lots or decreased in size for the purpose of increasing the number of lots in the subdivision.

No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single-family dwelling not to exceed one (1) story in height and a private garage for not more than three (3) cars.

2. ARCHITECTURAL AND SUBDIVISION CONTROL AND RESERVATIONS:

No building, fence or wall shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure, fence or wall has been approved in writing by the Architectural Control Committee as to the quality of workmanship, materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation.

No fence or wall shall be permitted on any lot unless the same has been approved in writing by the Architectural Control Committee.

Any areas in the subdivision reserved for public use shall be under the authority and control of the Architectural Control Committee.

All areas within the subdivision reserved for the use of the owners of property in the subdivision and their guests, shall be under the jurisdiction and control of the Architectural Control Committee and shall be subject to all rules, regulations, limitations, conditions and restrictions placed upon the use of the same by the said Board. However, under no condition shall any person be permitted either with or without the approval of the said Architectural Control Committee to place any tent, trailer or temporary structure on that part of the Gulf Beach lying between the South edge of the first row of lots fronting on the Gulf and the Gulf Waters itself.

There is reserved for the use and benefit of lot owners in this subdivision and their guests and any future subdivision embracing any part of or all of the balance of the subdividers' property located

BOOK 020 PAGE 138

in Lot 8 and the East Half of Lot 2, Section 28, Township 9 South, Range 2 East, Baldwin County, Alabama the following:

1. The strip of land lying between the waters of the Gulf of Mexico and a line 15 feet North of and parallel to the mean high water mark of the Gulf of Mexico as the same may change from time to time.

2. Lot A Block "A" of "A subdivision of Part of Lot 8, Block 28, Township 9 South, Range 2 East, Baldwin County, Alabama" as the same appears of record in Map Book 5, Page 287 of said Probate Records.

3. That certain 50 foot lot fronting on Mobile Bay and bounded on the South by Dixie Graves Parkway and on the East by a northward extension of the East line of Lot 2 of Section 28, Township 9 South, Range 2 East, Baldwin County, Alabama.

4. All roads shown on the subdivision plat.

The Architectural Control Committee is specifically authorized, within its discretion, to limit from time to time the number of guests of owners permitted to use said areas at any given time.

The Architectural Control Committee shall have the right for the purpose of preventing unauthorized persons from using said subdivision and its facilities, to place a gate across the road or roads leading to the public highway and to lock the same, furnishing to each owner one key to such lock or locks from which he may make additional keys at his expense.

The Architectural Control Committee shall have the right to dedicate from time to time any or all of the roads in said subdivision as public roads.

3. ARCHITECTURAL CONTROL COMMITTEE:

The Architectural Control Committee is composed of J. D. McCown, H. E. Yaunkers, Jere Austill, Jr. and Jack R. Hays.

All questions coming before the Architectural Control Committee shall be decided by a majority vote of the entire committee. Three members of the Committee constitute a quorum. Any member may vote on any question by proxy. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. None of the members of the

BOOK 020 PAGE 169

committee shall be entitled to any compensation for services performed pursuant to this covenant. At any time and from time to time, the then record owners of a majority of the land embraced in Lot 8 and the East Half of Lot 2 lying South of Dixie Graves Parkway in Section 28, Township 9 South, Range 2 East, Mobile County, Alabama whether then subdivided or not, shall have the power through a duly recorded written instrument to change the membership of the committee or to change the powers of the committee, either or both.

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee fails to approve or disapprove any house plan within thirty (30) days after the plans and specifications have been submitted to it or in any event, if no suit to enjoin the construction of any house has been commenced prior to the completion thereof, approval will not be required and the related covenants as far as they apply to such house shall be deemed to have been fully complied with. This provision shall not apply to fences or walls.

4. EASEMENTS:

Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved on the rear 8 feet of the lot and as shown on the recorded plat. There is also reserved a strip of land 10 feet in width on each side of the roads shown on the plat of subdivision over which an easement has been granted to Baldwin County Electric Membership Corporation dated March 22, 1965. The lot owners may use the area within said areas for any purpose other than for buildings, not inconsistent with the said easement. A right of pedestrian access by way of a driveway or open yard area shall also be granted on lots from the front lot line to the rear lot line to any utility company having an installation in the easement.

5. DWELLING SIZE:

No dwelling shall be permitted on any lot with a ground floor area of the main structure, exclusive of open porches, stoops and garages of less than 800 square feet.

6. BUILDING LOCATION:

No building shall be located within 12 feet of any side line

REC 020 MAR 170

or within 30 feet of the front lot line nor within 30 feet of the rear lot line, without the express permission in writing, from the architectural control committee. For the purpose of this covenant, eaves and steps shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

7. NUISANCES:

No obnoxious 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.

8. TEMPORARY STRUCTURE:

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

9. SIGNS:

No signs, of any kind, shall be displayed to the public view on any lot except one professional sign of not more than one square foot, or one sign of not more than five square feet advertising the property "for sale" or "rent", or signs used by a builder to advertise the property during the construction and sales period.

10. ANIMALS:

No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except dogs, cats and other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

11. GARBAGE:

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.

12. SEWAGE:

No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of both State and local public health authorities. Approval of such system as installed shall be obtained from such authority.

BOOK 120 PAGE 171

13. COVENANTS RUN WITH THE LAND.

These covenants are to run with the land and shall be binding on all parties and all persons owning any lot or interest in said subdivision for a period of twenty five (25) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots into which said Lot 8 and the East Half of Lot 2, Section 28, Township 9 South, Range 2 east, has then been subdivided has been recorded, agreeing to change said covenants in whole or in part.

14. ENFORCEMENT:

Enforcement of these covenants shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or covenants either to restrain violation or to recover damages or both.

15. SEVERABILITY:

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals

on this the 1st day of April, 1965.

STATE OF ALABAMA,
BALDWIN COUNTY

I certify that this instrument was filed

Thomas E. McCown (SEAL)

APR 2 1965

Sally H. McCown (SEAL)

and that no tax was collected thereon

Book 20

Jere Austill, Jr. (SEAL)

Page 161-72

Isabelle P. Austill (SEAL)

By

Isabelle P. Austill (SEAL)

523 U20 172

The State of Alabama
Mobile County.

I, the undersigned, a Notary Public, in and for said State and County, do hereby certify that Thomas E. McCown, and Sally H. McCown, husband and wife, and Jere Austill, Jr. joined by his wife, Isabelle P. Austill, whose names are signed to the foregoing Declaration of Restrictive Covenants, and who are known to me, acknowledged before me on this day, that being informed of the contents of said Declaration of Restrictive Covenants, they executed the same voluntarily on the day the same bears date.

GIVEN UNDER my hand and seal this 1st day of April 1965.

Virginia Dickhardt NOTARY PUBLIC.
(S E A L)

State of Alabama)
County of Mobile)

KNOW ALL MEN BY THESE PRESENTS; that we, THOMAS E. McCOWN and SALLY H. McCOWN, husband and wife, JERE AUSTILL, JR., joined by his wife ISABELLE P. AUSTILL, parties of the first part, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to us in hand this day paid to ERIE H. MEYER, party of the second part, the receipt and sufficiency of which is hereby acknowledged, do hereby license the said party of the second part, and grant to her the right to use the private road of the parties of the first part lying and being within Lots 2 and 7 of Section 28, Township 9 South, Range 2 East, Baldwin County, Alabama.

This license may be exercised by party of the second part, her servants, agent, employees or guests.

Parties of the first part reserve the exclusive right to dedicate such road as a public road and to repair, alter, abandon or change the same at will. In the event such road is altered, changed or relocated, the license of party of the second part shall extend to the altered or changed road as relocated.

Party of the second part, for herself and for her said servants, agents, employees and guests, hereby agrees that she will not use said roads for heavy trucks and/or equipment that might break down said roads and if the same are broken down by her or her said servants, agents, employees and guests, that she will promptly and without delay repair the same to the condition they were, prior to such use.

It is expressly understood and agreed that this license shall in no way effect the rights of party of the second part.

STATE OF ALABAMA
BALDWIN COUNTY

I certify that this instrument was read
and the following tax collected on

JUN 17 1958

Doc # 50 Mon 2 recorded in Book 55-3 Page 60 of 10
Erie H. Meyer
Judge of Probate

Book 385-1st 609

granted in that certain deed of conveyance from parties of the first part to party of the second part dated the 6th day of August, 1964 and recorded in the Office of the Judge of Probate, Baldwin County, Alabama in ^{DEED} Book 385.
Page 532-534.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 6th day of August, 1964.

Thomas E. McCown (SEAL)
THOMAS E. McCOWN

Sally H. McCown (SEAL)
SALLY H. McCOWN

Jere Austill, Jr. (SEAL)
JERE AUSTILL, JR.

Isabelle P. Austill (SEAL)
ISABELLE P. AUSTILL

Erie H. Meyer (SEAL)
ERIE H. MEYER

Book 385 page 610