

PROTECTIVE RESTRICTIONS

PALMETTO CANOE ESTATES

STATE OF ALABAMA \*

ST. CLAIR COUNTY \*

THESE PROTECTIVE RESTRICTIONS ARE APPLICABLE TO LOTS 1 THROUGH 28 ACCORDING TO A PLAT OR PLAN OF PALMETTO CANOE ESTATES PREPARED BY MCGINNIS, INC. BEING IN SECTION 35 and 36 TOWNSHIP 13 SOUTH, RANGE 5 EAST.

The undersigned, being the owners of the lands embraced within Palmetto Canoe Estates, a subdivision situated in Section 35 & 36 Township 13 S. Range 5 E. in St. Clair County, Alabama, do hereby adopt and declare these Protective Restrictions shall be applicable to said subdivision and shall become and are to be covenants which run with the land. These Protective Restrictions shall be and are intended to be for the mutual benefit of the owners, both present and future, of lands in said subdivision.

The covenants, Protective Restrictions and binding provisions with respect to said subdivision are as follows:

1. Unless otherwise designated on said recorded plat, the lots shown thereon shall be known, described and used solely as residential or recreational lots, and shall in no way be used for commercial purposes; no structures shall be erected on or placed on any lot other than one detached family dwelling, together with a one or several car garage, boathouse and other such appurtenant structures, erected for the pleasure and convenience of the occupant of the residence.

2. No lot shall be divided or redivided.

3. No building or structure shall be erected or placed upon said lots of less distance than ten (10) feet from any property line except a boat dock or a boat house and provided further that no such structure shall be erected or placed less than fifty (50) feet from any public road right of way. In addition, the building set back line set out on the subdivision plat are hereby incorporated herein and made a part hereof and shall control as to building set back restrictions over the above set out provisions in the event there is a conflict between the two provisions.

4. No noxious or offensive trade or activity shall be carried on upon any lot or shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

5. No tent, shack, garage, garage apartment or other outbuilding shall at any time be used on said property as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

*Red June 1918 Section 35 & 36*

6. Residential exteriors may be finished with brick, siding, painted or stained wood, or other attractive materials, and asphalt siding and unpainted metals are expressly prohibited and all dwellings must be completely finished before they are occupied.

7. No hoofed animals, such as cows, horses, pigs, sheep, etc., shall be kept on said property.

8. Mobile homes are permitted to be used as residences as long as such mobile homes are not over ten (10) years old when placed on said lot and all mobile homes must be underpinned and maintained in good appearance.

9. When any lot in said subdivision is built upon, it shall be incumbent upon the owner to install a water closet connected to a sanitary septic tank in conformity with the Board of Health and/or the Alabama Department of Human Resources, whichever requirements shall be higher, before the dwelling is occupied temporarily, casual or permanently. No latrines, privies or cesspools shall be permitted on any of the property in said subdivision, and no waste is to be discharged on the ground surface or into any water adjoining the lot.

10. No placards or advertising of any nature, other than as relates to the sale or leasing of any of the property in said subdivision shall be placed or maintained on any of said subdivision property or in or upon any building which may be erected thereon, other than house markers of name plates.

11. These covenants are to run with the land and shall be binding on all of the parties and all persons claiming under them until January 1, 2005, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of the majority of the then owners of the lots, it is agreed to change the said covenants in whole or in part. If the owners of any of the lots in this subdivision or any of their heirs or assigns 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 said development or 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, or other redress of such violation, and this provision shall be cumulative with, and not restrictive of, rights provided by law.

12. The Sellers expressly reserve to themselves the right to waive or release any lot from these restrictive covenants when, due to the topography or shape of any such lot, the set back lines or related covenants would work an undue hardship on the lot owner; provided however that nothing herein shall be construed as to allow a change of the use of said property from single family residential and recreational lots.

13. No timber shall be cut and marketed at any time during the life of the mortgage without the consent of the mortgagee.

*Jackson Wade Riddle*

Jackson Wade Riddle, individually and in his capacity as Attorney in Fact for the following:

- Ervin Jackson Riddle & wife, Bertha Lee Riddle
- Fannie Lou Riddle, a married woman
- Nick Anthony Cassenta & wife, Frances Augusta Cassenta
- Joseph Gideon Riddle & wife, Janice Annette Riddle
- Ruble Rex Riddle & wife, Susie Ann Riddle
- Jimmy Harold Burton & wife, Amelia Ann Burton

85250

STATE OF ALABAMA  
I CERTIFY THAT  
INSTRUMENT WAS FILED

1995 APR 26 PM 2:28

U.S.C. FILE NUMBER 1  
REC. BK. & PAGE NO. 501-200-0001  
*Ballou sign*  
HOURS OF SERVICE

|               |    |               |
|---------------|----|---------------|
| Deed Tax      | \$ | _____         |
| Mtg. Tax      |    | _____         |
| File Fee      |    | _____         |
| Recording Fee |    | <u>7.50</u>   |
| Total         |    | <u>\$7.50</u> |