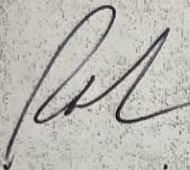


PROTECTIVE RESTRICTIONS

GREENSPORT ESTATES  
Sector Number Five

STATE OF ALABAMA }  
ST. CLAIR COUNTY }

THESE PROTECTIVE RESTRICTIONS ARE APPLICABLE TO SECTOR FIVE (5) OF GREENSPORT ESTATES CONSISTING OF 42 LOTS ACCORDING TO A PLAT THEREOF PREPARED BY ARROWHEAD ASSOCIATES ON JULY 8, 1982 AND RECORDED ON AUGUST 6, 1983 IN THE OFFICE OF THE JUDGE OF PROBATE OF ST. CLAIR COUNTY, ALABAMA IN PLAT OR MAP BOOK 2 AT PAGE 78, REFERENCE TO WHICH IS MADE FOR A MORE PARTICULAR DESCRIPTION OF SAID LOTS OF LAND, ALL OF WHICH ARE LOCATED IN SECTION 13, TOWNSHIP 14, SOUTH, RANGE 5 EAST OF THE HUNTSVILLE MERIDIAN, ST. CLAIR COUNTY, ALABAMA



The undersigned, being the owners of the lands embraced within Sector 5 of Greensport Estates, a subdivision situated in Section 13, Township 14 South, Range 5 East of the Huntsville Meridian in St. Clair County, Alabama, do hereby affirm and declare these protective restrictions shall be applied to said subdivision and shall become and are to be covenants which will 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 the lands in said Sector 5, Greensport Estate

1. Unless otherwise designated on said recorded plat

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.
6. Residential exteriors may be finished with brick, siding, painted or stained wood, or other attractive material 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 five (5) 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 rules and regulations established by the St. Clair County Board of Health and/or the Alabama Department of Human Resources, whichever requirements shall be higher, before the dwelling is occupied temporarily, casually 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.


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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 covenant 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.

IN TESTIMONY WHEREOF, the owners thereof have affixed their hands and seals on this 1st day of July, 1983.

JAMES LUTHER JOHNSON  
JERRY NELSON JOHNSON  
JAMES H. BOWMAN  
JOYCE BOWMAN  
ROBERT W. HODCKINS  
JOANNE HODCKINS  
TED TZAVARAS  
CYNTHIA TZAVARAS  
WELTON H. NORWOOD  
SUE NORWOOD  
ROBERT D. WORD, JR.  
ELIZABETH PAYNE WORD

BY   
Attorney in Fact. For authority  
see Power of Attorney Record 8,