

STATE OF ALABAMA )  
LAUDERDALE COUNTY )

3627

FICHE 87-0001 FRAME F010

PROTECTIVE COVENANTS

WHEREAS, the undersigned, B. M. Ingram, Jr., is the owner of all that certain property described in Exhibit "A" which is attached hereto and made a part hereof and being located in Lauderdale County, Alabama.

WHEREAS, the above named B. M. Ingram, Jr., is willing and desirous of impressing the hereinafter stated covenants, conditions, restrictions, and reservations on the above described property.

NOW, THEREFORE, in order to carry out the foregoing purpose and intent of the undersigned owner hereby impresses and imposes the following covenants, conditions, restrictions, and reservations on the above described tract of land.

1. The tract covered by these covenants as above described shall be used only as residential lots. No structure shall be erected, altered or permitted to remain other than one dwelling not to exceed two stories in height, a private garage, servants' quarters and other outbuildings incidental to residential use of the lot within City of Florence R-1 Requirements provided further that such owner will first obtain the written approval of the Architectural Control Committee.

2. The location of residence on the tracts of land shall be as herein provided, and in no event shall any dwelling be erected, or any property used in violation of the R-1 Requirements as set out in the Municipal Code of the City of Florence. No portion of any residence shall be nearer than 35 feet to front property line; 15 feet to side property line, and 25 feet to rear property line. On corner lots the minimum side yard setback on street shall be 35 feet. No detached garage or outbuilding shall be placed nearer to any property line than as specified above.

3. The ground floor area of the main residence, exclusive of open porches and garages, shall be not less than 1600 square feet in case of the one story dwelling, and there shall be a total of not less than 1600 square feet of livable floor space on both floors in any two (2) story dwelling.

4. No noxious or offensive trade or activity shall be conducted upon any lot, nor shall anything be done thereon that may be or become a nuisance or nuisance to the neighborhood.

STATE OF ALABAMA  
LAUDERDALE COUNTY  
CLERK OF COURTS  
I CERTIFY THIS INSTR. WAS FILED  
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Walter B. Williams  
JUDGE OF PROBATE

10.00

5. The use of concrete block, composition or asphalt exterior siding, sheets, shingles, or asbestos siding on any building or structure is expressly prohibited, except where written approval is obtained from the Architectural Control Committee.

6. No trailer, bus body or like structure, tent, shack, garage, basement or permitted outbuilding, placed or erected on any lot in said subdivision shall be at any time used as a residence, either temporary or permanent, nor shall any residence of a temporary character be permitted under any circumstances, except as herein provided. The removal of wheels or the affixing or placing of any trailer, mobile home or like device or structure to a permanent foundation shall not take the use of any such trailer, mobile home or like device or structure outside the prohibition.

7. Any fence erected on any lot must have the approval of the Architectural Control Committee.

8. No animals or livestock of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. No owner shall keep or maintain any pet or animal that has vicious propensities, or that becomes a nuisance to the neighborhood.

9. The street frontage of all lots shall be maintained clean and neat at all times and no noxious or offensive conditions shall be continued thereon or thereabouts. No lot shall be used or maintained as a dumping ground for rubbish or garbage. Trash, garbage or other waste shall not be kept except in sanitary containers and all incinerators or other equipment and containers for the storage or disposal of such material shall be kept in a clean and sanitary condition. It is expressly required that all toilet and sewage facilities shall at all times meet the minimum health and sanitation specifications as required by the Public Health Authority of the municipal, county and state governments.

10. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot.

11. No sign of any kind shall be displayed in public view on any lot except one professionally prepared sign advertising the property for sale or rent, or signs used by a builder, or owner to advertise the property during

the construction and sale thereof.

12. Any permanent changes to or variance from any of the provisions of the protective covenants herewith filed may be made by an instrument in writing, clearly indicating such intention, duly executed by the record owners of three-fourths of the lots in said tract, said instrument being duly acknowledged according to law and recorded in the office of the Judge of Probate of Lauderdale County, Alabama.

13. If the parties hereto, or any of them, or their heirs or assigns or successors, shall violate or attempt to violate any of the covenants herein, it shall be ~~held~~ <sup>for</sup> for any other person or persons, corporation, or corporations, <sup>(gwfu)</sup> or any other legal entity owning any real property covered by these covenants, to prosecute any proceedings at law or in equity against the persons or other party or entity violating or attempting to violate any such covenant, and either to prevent him or them or such entity from doing or to recover damages for such violation.

14. No building shall be erected, placed or altered on any lot in this tract until the building plans, specifications and lot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing or proposed structures in the land embraced in the tract above described, and no location of buildings with respect to topography and finished ground elevation, by a committee or by a representative designated by said committee. In the event the members of the committee cannot agree on any matter, a majority shall control. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. Upon such death or resignation, the remaining members of the committee shall select a successor within thirty (30) days thereafter. In the event said committee, or its designated representative fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with.

Neither the members of such committee, nor its designated representative

shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative shall cease on and after August, 2006. Thereafter the approval described in this covenant shall not be required unless, prior to said date, and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this tract and duly recorded, appointing a representative or representatives who shall thereafter exercise the same power previously exercised by said committee.

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

IN WITNESS WHEREOF, the undersigned hereby adopts, ratifies and confirms the foregoing by causing this instrument to be executed by its duly authorized officers on this the \_\_\_\_\_ day of \_\_\_\_\_, 1986.

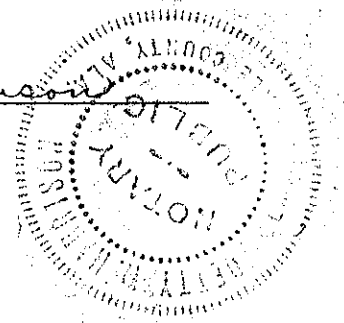
*B. M. Ingram, Jr.*

STATE OF ALABAMA  
COUNTY OF LAUDERDALE

I, the undersigned authority, a Notary Public in and for the State and County aforesaid, do hereby certify that B.M. INGRAM, JR., whose name is signed to the foregoing protective covenants, and who is known to me, acknowledged before me on this day that, being informed of the contents of said covenants, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 5th day of Jan., 1987.

Betty W. Harrison  
Notary Public



STATE OF ALABAMA,  
LAUDERDALE COUNTY, PROBATE COURT  
I hereby certify that the foregoing instrument was  
filed to record in this office on Jan 5, 1987  
at 9:14 am o'clock and duly recorded in Fiche  
87-0001 Frame F010-F013 Deed Tax  
\$ \_\_\_\_\_ Mtg. Tax \_\_\_\_\_ Fee 10.00

*William Belcher* Judge of Probate

E X H I B I T    A

To Protective Covenants recorded in the office of the Judge of Probate of Lauderdale County, Alabama, on Fiche 87-0001, Frames F010-F013.

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 in BAINBRIDGE RIDGE, according to the plat thereof recorded in the office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 5, Page 162.

Compliments of Alabama Land Services, Inc.