

STATE OF ALABAMA
LAUDERDALE COUNTY

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5306

PROTECTIVE COVENANTS

The undersigned, Albert McConnell and wife Della Mae McConnell, and J. E. Barringer, Jr. and wife Martha Barringer, first parties, owners, and Henry J. Jones and wife Leone Jones, and B. F. Aldridge, Jr. and wife Virginia I. Aldridge, second parties, and Center Star Land Co., Inc., a corporation, third party, mortgagees, owners and mortgagees of all the property embraced in that subdivision shown on the map and plat prepared by William A. White, Civil Engineer, known and designated as Big Oak Subdivision, located in Lauderdale County, Alabama, and recorded in the Office of the Judge of Probate of said county, in Plat Book No. 4, Page 105, hereby impose on all the lots provided in said plat the following covenants and building restrictions:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until September 1, 1995, at which time said covenants shall be automatically extended for successive periods of ten years, unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs, successors 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 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 so doing or to recover damages or other dues for such violation.

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.

1. All Lots in the subdivision are for residential use only and not more than one residence shall be erected on any building lot, which building lot may be a part of one or more numbered lots as hereinafter limited in Paragraph 7. No structures shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars and other outbuildings incidental to residential use of the lot, except as set forth above.

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

3. No trailer is permitted on any lot except for a reasonable time as a construction shack and no trailer, basement, tent, shack, garage or other outbuilding permitted to be erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

4. DWELLING QUALITY AND SIZE. No dwelling shall be permitted on any lot except of good quality workmanship and materials and with a ground floor of the main structure, exclusive of one-story open porches and garages, of not less than 1,050 square feet of living space, except as hereinafter provided.

However, there shall be permitted on Lots 45 through 49 and Lots 82 through 89, both inclusive, only, dwellings of a ground floor living space of a minimum of 900 square feet of living space, exclusive of one-story open porches and garages.

5. Perpetual easements are reserved for utility installation and maintenance, as shown on said recorded plat.

6. BUILDING LOCATION. No building shall be located on any lot except facing a street or streets and nearer than 30 feet to a street lot line, or nearer than 25 feet to the rear lot line, except that any building on any corner lot, reasonably considered to be facing the street corner, shall also not be located on said lot nearer than 30 feet to a street lot line on either street, or nearer than 20 feet to a rear lot line, as said distance is measured from the corner of the building along a continuation of the side line thereof. No building shall be located nearer than 15 feet to a building lot side line, except that a minimum 10 foot side yard may be permitted for a garage, carport or other permitted accessory building located 40 feet or more from the front minimum building setback line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot. Lots 67 and 68 only of Big Oak Sub-division are expressly excepted from this section only of these covenants.

7. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any building lot having a width of less than 90 feet at the minimum building setback line or shall any dwelling be erected or placed on any lot having an area of less than 17,100 square feet,

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

9. 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. No derrick or structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

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

11. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept 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. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

13. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the hereinafter architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in hereinafter Paragraph 15.

14. The architectural control committee is composed of J. E. Barringer, Jr. and Albert McConnell, aforesaid owners, and James Albert McConnell. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members or the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At anytime, the then record owners of 85 percent of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

15. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

STATE OF ALABAMA]

1689

LAUDERDALE COUNTY]

AMENDMENT TO PROTECTIVE COVENANTS

OF

BIG OAK SUBDIVISION

WHEREAS, the undersigned, Albert McConnell and wife, Della Mae McConnell; J. E. Barringer, Jr. and wife, Martha Barringer; Palmer W. Martin and wife, Margie Lee Martin; Leavie Shinholster, Jr. and wife, Vera Mae Shinholster, Henry J. Jones; and First Federal Savings and Loan Association of Florence, as all of the owners and mortgagees of the land included in the plat of the subdivision known and designated as Big Oak Subdivision, located in Lauderdale County, Alabama, and recorded in the office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 4 at Page 105, desire to amend Paragraph 6 of the protective covenants applicable to said subdivision, said protective covenants being recorded in Book 1004 at Pages 254-260 in the Probate Office aforesaid;

NOW, THEREFORE, in consideration of the premises, Paragraph 6 of said protective covenants is hereby canceled, deleted and nullified, and in lieu thereof there is hereby adopted the following Paragraph 6 of said protective covenants, to-wit:

6. BUILDING LOCATION. No dwelling shall be located on any lot nearer to the front lot line than 30 feet. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. No dwelling shall be located nearer than 10 feet to a building lot side line. For the purposes of this covenant, eaves, steps and open porches shall not be

considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building to encroach upon another lot. Lots 67 and 68 only of this subdivision are expressly excepted from this paragraph. Where the phrase, "lot line" is used herein, the same shall be construed to mean the property ownership line if the context so indicates.

Except as amended herein, the said protective covenants remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, on this 4 day of May, 1971.

Albert McConnell [SEAL]
Albert McConnell

Della Mae McConnell [SEAL]
Della Mae McConnell

J. E. Barringer, Jr. [SEAL]
J. E. Barringer, Jr.

Martha Barringer [SEAL]
Martha Barringer

Palmer W. Martin [SEAL]
Palmer W. Martin

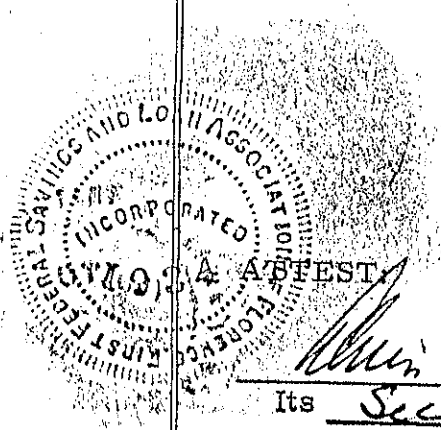
Margie Lee Martin [SEAL]
Margie Lee Martin

Leavie Shinholster, Jr. [SEAL]
Leavie Shinholster, Jr.

Vera Mae Shinholster [SEAL]
Vera Mae Shinholster

Henry J. Jones [SEAL]
Henry J. Jones

FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION OF FLORENCE, a corporation,



Wm. L. ...
Its Sec

BY: Grady L. ...
Its Pres

Page #3, continued.

Acknowledged in General Code Form by Albert McConnell and wife, Della Mae McConnell, before Christine G. Dean, a Notary Public for Lauderdale County, Alabama, on May 4, 1971. With Seal.

Acknowledged in General Code Form by J. E. Barringer, Jr. and wife, Martha Barringer, before Christine G. Dean, a Notary Public for Lauderdale County, Alabama, on May 4, 1971. With Seal.

Acknowledged in General Code Form by Palmer W. Martin and wife, Margie Lee Martin, before Christine G. Dean, a Notary Public for Lauderdale County, Alabama, on May 4, 1971. With Seal.

Acknowledged in General Code Form by Henry J. Jones, before Arnold Teks, a notary Public for Lauderdale County, Alabama, on May 4, 1971. With Seal.

Acknowledged in Code Form for corporation, by Grady R. Williams, as President of First Federal Savings and Loan Association of Florence, a corporation, before Arnold Teks, a Notary Public for Lauderdale County, Alabama, on May 4, 1971. With Seal.

Filed, May 4, 1971

Recorded, Book 1010, Pages 580-583