

STATE OF ALABAMA
LAUDERDALE COUNTY

PINEDALE HOME SITES RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: THAT whereas the undersigned are the owners of all the lands embraced in the subdivision known as Pinedale Homes Sites, a map or which subdivision is recorded in Plat Book 3, page 68, in the Office of the Probate Judge of Lauderdale County, Alabama; and desire to impose certain protective covenants and building restrictions on all residential lots embraced in said subdivision.

NOW THEREFORE, in consideration of the premises, and the advantages and benefits to the undersigned, its successors and assigns, and to said lands and the future owners thereof, the undersigned, as the owners of said lands, do hereby restrict the use of each and all lots embraced in said subdivision by making and declaring the following covenants and restrictions, which shall inure to the favor of and bind the undersigned, their heirs and assigns.

1. No lot shall be used, except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one, detached single-family dwelling not to exceed two and one-half stories in heights and a private garage for not more than three cars.
2. No dwelling shall be permitted on any lot at a cost of less than \$4500.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intent and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially equal to or better than that which can be produced on the date these covenants are recorded at the said minimum provided herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of porches and garages, shall be not less than 900 square feet.
3. No building shall be located on any lot nearer than 35 feet to the front lot line, or any side street line. No building shall be located nearer than 10 feet to an interior lot line. No dwelling shall be located on any lot below contour level 562 feet.
4. No dwelling shall be erected or placed on any lot having a width of less than 50 feet nor shall any dwelling be erected or placed on any lot having an area of less than 12,000. square feet, nor shall any lot be subdivided.
5. Easements for installation and maintenances of utilities and drainage are reserved as shown on the recorded plat, plus an adjacent twelve foot strip three feet wide on each side lot line where overhead guys are necessary. The granting of this easement or right to access shall not prevent the use of the area by the owner for any permitted purpose except for buildings. A right of pedestrian access by way of a driveway or open area shall also be granted on each lot, from the front lot line to the rear lot line, to any utility company having an installation in the easement. Easements are also reserved for all natural drainage.
6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.
7. No structure or a temporary character, trailer, basement, tent, shack, barn or outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

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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.

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 other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

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

11. 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. No individual water supply or sewage-disposal system shall be permitted on any lot except in compliance with public health laws and regulations. Septic tanks and grease traps designed and constructed in accord with public health laws and regulations shall be provided upon each lot before occupancy thereof.

13. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above 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.

14. No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line on the edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

15. No lot shall be used for any purpose nor in any manner that would result in the draining or dumping in the US-TVA reservoir of refuse, sewage or other material which might tend to pollute the waters of said reservoir.

16. These covenants are to run with the land and shall be binding on all parties and all person claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

17. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

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

IN WITNESS WHEREOF, T.D. Weathers and wife, Mary L. Weathers, James C. Ashburn and wife, Margaret B. Ashburn and James W. Johnston and wife, Lucille W. Johnston, have hereunto set their hands and seals on this the 20th day of July, 1960.

/s/ Margaret B. Ashburn (SEAL)

/s/ James C. Ashburn (SEAL)

/s/ Lucille W. Johnston (SEAL)

/s/ James W. Johnston (SEAL)

/s/ T.D. Weathers (SEAL)

/s/ Mary L. Weathers (SEAL)

Acknowledged in General Code Form by T.D. Weathers and wife, Mary L. Weathers, before Patrick W. Richardson, a Notary Public for Madison County, Alabama, on July 20, 1960. With Seal.

Acknowledged in General Code Form by James C. Ashburn and wife, Margaret B. Ashburn, before Patrick W. Richardson, a Notary Public for Madison County, Alabama, on July 20, 1960. With Seal.

Acknowledged in General Code Form by James W. Johnston and wife, Lucille W. Johnston, before Patrick W. Richardson, a Notary Public for Madison County, Alabama, on July 20, 1960. With Seal.

Filed, July 20, 1960, at 1:51 P.M.

Recorded, Book 698, Pages 214-16.