

6476

STATE OF ALABAMA X

COUNTY OF LAUDERDALE X

PROTECTIVE COVENANTS

WHEREAS, the undersigned, John Lambert Locker and wife, Emerita Reese Locker, are the owners of the tract of land located in the Southwest 1/4 of Section 29, Township 2 South, Range 10 West of Lauderdale County, Alabama, and being more particularly described as follows:

Commence at the Northeast corner of the Southwest 1/4 of Section 29, Township 2 South, Range 10 West; thence South 0 degrees 37 minutes East a distance of 550 feet to the point of beginning; thence North 88 degrees 25 minutes West a distance of 1600 feet to a point; thence Southwardly 800 feet to a point; thence South 88 degrees 25 minutes East a distance of 860 feet to a point; thence South 0 degrees 37 minutes East 25 feet to a point; thence South 88 degrees 25 minutes East 800 feet to a point; thence North 0 degrees 37 minutes West 825 feet to the point of beginning. Containing 30.4 acres, more or less.

WHEREAS, the above named parties are willing and desirous of impressing the hereinafter stated covenants, conditions, restrictions and reservations on each of the above described tracts, and

WHEREAS, the parties hereto contemplate selling off tracts of land out of the above described property to members of the public for a valuable consideration, having an average size of approximately five (5) acres,

NOW, THEREFORE, in consideration of the parties hereto mutually agreeing to impress the following covenants, conditions, restrictions and reservations on each of the above described tracts of land and in further consideration of the sum of One Dollar (\$1.00) cash in hand paid by the parties hereto one to the other, the receipt whereof is hereby acknowledged, the undersigned owners hereby impress and impose the following covenants, conditions, restrictions, and reserva-

tions on each of the above described tracts of land:

1. All tracts covered by these covenants as above described shall be used only as residential lots; provided, however, any tract of land so sold may be re-divided to constitute more than one residential lot; provided further no residential lot shall have an area less than 40,000 square feet, and shall front a street, road or highway with a frontage of at least 150 feet. This shall not prevent portions of two adjacent tracts used to result in attaining a residential lot; provided, however, the minimum area in frontage requirements are maintained.

2. No structure other than one-family dwellings and appurtenant garages and outbuildings shall be erected, placed or permitted to remain on any residential building lot or combination of lots not in keeping with such purposes, and one-family dwellings shall not exceed two and one-half stories in height, except as hereinafter provided and under no circumstances will any tent, shack, trailer, mobile home, basement or any other type of temporary structure be allowed or permitted to remain on said lot.

3. All dwellings constructed upon said property shall be of permanent residence type, and if a one-story dwelling shall have a square footage area of at least 1200 square feet and any two-story dwelling shall have a square footage area of at least 1800 square feet, exclusive of basements, out-buildings, carports, garages, terraces, porches and the like.

4. No business of any kind or trade, or other commercial enterprise or noxious or offensive activity, shall be engaged in or carried on upon any lot, or on said property, nor shall anything be done therefore which may be or become



an annoyance, danger, or a nuisance to the neighborhood, including the discharge of guns, air or any kind.

5. 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. The owners may also keep horses, ponies, cows and calves, and shall be allowed to erect stables and barns for the care and maintenance of same; provided, however, the erection of such barns and stables shall be subject to the control of the Architectural Control Committee; provided, however, in the event, any owner elects to keep any cows, horses, calves or ponies there must be at least one (1) acre, or the major fraction of an acre, for each of such animals so kept and maintained on the premises, and the barn or stable provided for horses, ponies, cows and calves must be at least seventy-five (75) feet from the nearest lot line. No owner shall keep or maintain any pet or animal that has vicious propensities, or that become a nuisance to the neighborhood.

6. 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 before the erection of any residence all toilet and sewage facilities, as well as any other improvements or construction 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.

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7. 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.

8. 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.

9. No building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 30 feet to any side street line. No building shall be located nearer than 25 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot 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.

10. 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 lawful for any other person or persons, corporation, or corporations, 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.



11. 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.

12. No chain link fence shall be permitted on the front of any lot nearer than the front building set back line, and any other fence or wall to be built on the front of any lot nearer than the front building set back line shall be erected only after obtaining the approval in writing of the Architectural Control Committee.

13. No motor vehicles, not in running condition, shall be kept on any lot for a period in excess of thirty days.

14. No radio or TV antennas in excess of 30 feet in height shall be permitted on any lot.

15. House trailer, if not used as a residence, may be kept on a lot with approval of the Architectural Control Committee.

16. (a) The Architectural Control Committee is composed of John Lambert Locker, Emerita Reese Locker and Mary Nell Eckl. A majority of the committee may designate a representative to act for them. 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 of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority 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.

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(b) 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.

IN WITNESS WHEREOF, the undersigned hereby adopt, ratify and confirm the foregoing by hereunto setting their hands and affixing their seals this 25 day of July, 1974.

John Lambert Locker (SEAL)  
John Lambert Locker

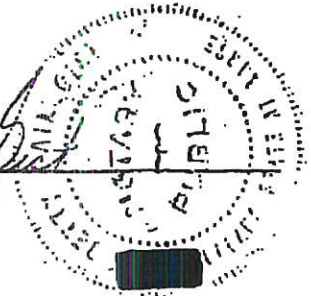
Emerita Reese Locker (SEAL)  
Emerita Reese Locker

STATE OF ALABAMA X  
COUNTY OF LAUDERDALE X

I, the undersigned, a Notary Public in and for the State and County aforesaid, hereby certify that John Lambert Locker and wife, Emerita Reese Locker, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 25th day of July, 1974.

Betty Hill  
Notary Public



STATE OF ALABAMA  
LAUDERDALE COUNTY, PROBATE COURT  
I hereby certify that the foregoing instrument was filed to record in this office on July 29, 1974 at 12:42 PM and duly recorded in Vol. 1075 Page 40  
-v-o Tax S. - M:z. Tax - Fed

William H. ... Judge of Probate