

# Chisholm Hills

THE STATE OF ALABAMA  
COUNTY OF LAUDERDALE

3054

## PROTECTIVE COVENANTS

The undersigned being all the owners of all the property embraced in that subdivision shown on the map and plat prepared by William A. White, Engineer, known and designated as Chisholm Hills, 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 118, hereby impose on all the lots 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 for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods for ten (10) years, unless by vote of a majority of the then record owners of the lots it is agreed to change said covenants in whole or in part. The term "Record Owners" shall not include mortgagees.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person 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 so doing or to recover damages or other dues for such violation.

Invalidation of any one or these covenants by judgment or court order shall in no wise effect 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 lot. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other

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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 out-buildings incidental to residential use of the lot.

(a) No structure shall be erected, altered, placed or permitted to remain on any residential plot having an exterior siding of asbestos shingle exceeding an area of more than 25% of any exterior wall.

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

3. No trailer, basement, tent, shack, garage, barn or other out-building 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, except that servants may reside in a garage or outbuilding.

4. All residences shall have not less than 1200 square feet of inside livable area, exclusive of outside storage, carports, 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 nearer to the front lot line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 30 feet to the front line, or nearer than 8 feet to any side street 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. Where the phrase "Lot Line" is used herein, the same shall be construed to mean the property ownership line if the context so indicates.

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7. The architectural control committee is composed of Byron B. Bower, Florence, Alabama; Thos. W. McGough, Florence, Alabama; and Byron B. Bower, Jr., Florence, Alabama. 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 member or members shall have full authority to designate a successor. 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 it to any of its powers and duties. (See Paragraph 12.)

8. 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 thirty (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.

9. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than five (5) square feet advertising the property during the construction and sales period.

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

11. 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 commercial purposes. No

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chronic barking dogs or car-chasing and barking dogs shall be kept on any lot, nor may more than two dogs be kept on any lot.

12. ARCHITECTURAL CONTROL: No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plat showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with the existing structures, and as to location with respect to the topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer than 40 feet to any street without approval of the Architectural Control Committee. Approval shall be as provided in Paragraph 8 above.

13. All utility lines, including power, telephone and TV cable, shall be placed underground, including the lines servicing each individual dwelling, and no overhead utility lines shall be permitted in the subdivision.

## STATE OF ALABAMA, LAUDERDALE COUNTY

I hereby certify that the foregoing instrument was filed in my office for record on Feb. 22, 1972 of 10:55 o'clock A M., and duly recorded in Vol. 1029 Page 527-30. I hereby certify that the Mortgage Tax to amount of \$ - and the Deed Tax amount of \$ - have been paid on this instrument.

*William B. Blanton*

JUDGE OF PROBATE

Filed: February 22, 1972.

Recorded: Book 1029, Pages 527-30.

ADOPTION OF PROTECTIVE COVENANTS FOR  
CHISHOLM HILLS SUBDIVISION

The undersigned Byron B. Bower and wife , Virginia H. Bower, being the owners of all of Chisholm Hills, a subdivision located in the City of Florence, Alabama, the plat of which is recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 4 at Page 118, do hereby impose upon all of the lots in said subdivision those certain protective covenants, a copy of which are recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Vol. 1029, at Pages 527-30, the same being incorporated herein by reference as fully as if herein set forth verbatim.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals at Florence, Alabama, on this 28th day of February, 1972.

/s/ Byron B. Bower

/s/ Virginia H. Bower

Acknowledged in General Code Form By Byron B. Bower and wife, Virginia H. Bower before E.L. Colebeck, Notary Public for Lauderdale County, Alabama, on February 28, 1972.

Filed, February 28, 1972.

Recorded, Book 1029, Page 573.