

96-313/63

STATE OF ALABAMA

LAUDERDALE COUNTY

PROTECTIVE COVENANTS
FOR
EAST POINTE SUBDIVISION

The undersigned, **JESSE L. GRIGSBY**, who is the owner of the property embraced in the subdivision shown on the map and plat prepared by Alexander Maps and Surveys known and designated as **EAST POINTE SUBDIVISION**, located in Section 23, Township 2 South, Range 9 West, Lauderdale County, Alabama, and recorded in Plat Book 6, Page 223, along with First Southern Bank, the mortgage holder on this property by mortgage recorded in Fiche 95-549, Frame 34, hereby impose on all of the lots provided in said plat the following covenants and building restrictions:

1. The property will be used only for residential purposes.
2. No structure other than one-family dwellings and appurtenant garages and outbuildings shall be erected, placed, or permitted to remain on said property not in keeping with the purposes, and one-family dwellings shall not exceed two and one-half stories in height, except as hereinafter provided. Under no circumstances will any tent, shack, trailer, mobile home, or any other type similar structure be allowed or permitted to remain on said property. Provided however, no garage, barn or other out-buildings shall be erected or constructed without first prior approval of the plan and specifications of the improvement by the Architectural Control Committee.
3. All dwellings constructed upon said property shall be of permanent residence type and any one-story dwelling shall have a square footage area of at least 1,400 square feet. Any two-story dwelling shall have a square footage area of at least 1,600 square feet, exclusive of basements, outbuildings, carports, garages, terraces, porches and the like. No previously constructed home or modular home may be placed on the property without the written consent of the Architectural Control Committee which will be recorded.
4. The construction of any residence shall be completed within one year from the beginning of construction thereof, the intent hereof being that no incompleated or partially completed residence shall be allowed to stand for more than one year in its incompleated or partially completed state, unless approval is obtained from the Architectural Control Committee.
5. No home construction to begin prior to placement of drain tile and gravel bed for driveway.
6. No business of any kind or trade or other commercial enterprise or noxious or

offensive activity, shall be engaged in or carried on upon the property, nor shall anything be done therefore which may become an annoyance, danger or nuisance to the neighborhood, including the discharge of guns, air or any kind.

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

8. The street frontage of said property shall be maintained clean and neat at all times and no noxious or offensive conditions shall be contained thereon or thereabouts and said property shall be kept moved as needed. The property shall not 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 storage or disposal of such material shall be kept in a clean and sanitary condition. It is expressly required that before erection of any residence, 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.

9. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in said property, nor shall oil well, tank, tunnels, mineral excavations or shafts be permitted upon or in the said property.

10. No sign of any kind shall be displayed in public view on the property 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, except as approved by the Architectural Control Committee.

11. No building shall be located on any lot nearer than 50 feet to the front lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 10 feet to any interior lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purpose of this covenants, eaves, steps, and open porches shall not be considered as part of building.

12. If the parties hereto or any of their heirs, assigns, or successors shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person(s), corporation(s), or any legal entity owning real property covered by these covenants, to prosecute any proceedings at law or in equity against the person or other party violating or

written approval is obtained from the Architectural Control Committee.

14. The Architectural Control Committee is composed of Jesse L. Grigsby, Sheila C. Martin, and Pamela C. Grigsby. 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. 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 45 days after plans and specifications have been submitted to it, or in any event, if not 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 complied with.

15. All electric power lines from service pole to any structure on said property is to be underground from said service pole to meter base.

16. Any swimming pools constructed on said property are to be completely enclosed by a fence.

17. No fences are to be built on the front of the property (meaning in front of dwelling house) without prior approval of the Architectural Control Committee.

18. Only one dwelling house may be constructed on this property.

19. Driveways must be concrete.

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

21. No radio or television antennas in excess of 50-feet in height shall be permitted on any lot. No television satellite dish, antenna base or apparatus for communication transmission shall be allowed in either the front or side yard.

22. No interference whatsoever with any of the streams, branches or creeks shall be allowed and no person whatever may divert, alter, dam, pollute or contaminate any stream, branch, or creek that serves the property covered by these covenants and any material interference by any property owner of any stream, branch or creek or any attempt to divert, dam or pollute the same shall be subject to injunctive relief and damages.

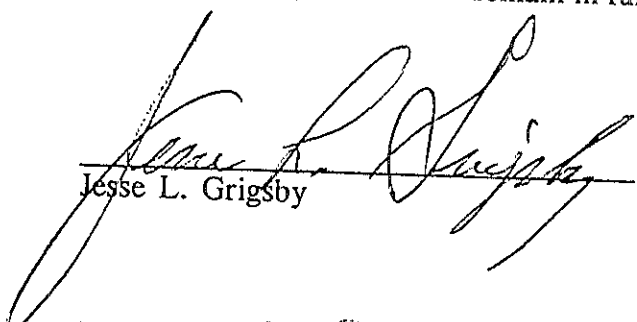
23. The owner of each lot shall mow the grass on their lot a minimum of once every three months beginning from the time the lot is purchased from Jesse L. Grigsby. In the event the grass on said lot is not mowed accordingly, Jesse L. Grigsby shall cause the grass on such lot to be mowed and assess the lot owner a fee of \$50.00, which fee shall be a lien upon the lot. The liens shall be recorded in the Office of the Judge of Probate of

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24. No access for pedestrian or motor vehicle traffic shall be permitted across, on or over any lot for the purposes of providing access to or from any land adjoining the property which is the subject of these protective covenants, conditions, restrictions and reservations.

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



Jesse L. Grigsby

FIRST SOUTHERN BANK



By: _____

Its: Vice-President

STATE OF ALABAMA
LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Jesse L. Grigsby, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 9th day of August, 1996.



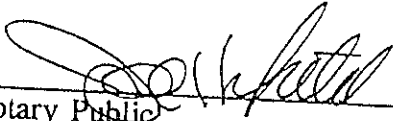
Notary Public

My commission expires: 5-21-02

STATE OF ALABAMA
LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said County and in said State, hereby certify that THOMAS N. Ward, whose name as Vice-President of First Southern Bank, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing conveyance, he, in his capacity as Vice-President, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 9th day of August, 1996.



Notary Public
My Commission Expires: 5-21-00

THIS INSTRUMENT PREPARED BY:

COLEBECK, YATES, MITCHELL,
BERNAUER & WINBORN

Joe H. Yates

P.O. Drawer 10

Florence, Alabama 35631

(205) 764-0582

96-1103
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Recorded in the Office of the Judge of Probate of Lauderdale County,
Alabama, on Fiche 96-373, Frames 63-67.