

STATE OF ALABAMA)

PREPARED BY: WALKER & MUSGROVE

LAUDERDALE COUNTY)

9441

226 W. Alabama Street
Florence, AlabamaPROTECTIVE COVENANTS

The undersigned, Jerry Mack Haddock, and wife, Janice Ann Haddock, owner of all the property embraced in the subdivision, shown on the map and plat prepared by Elbert L. Clement, known and designated as FARMINGTON ESTATES SUBDIVISION, and the First National Bank of Florence holder of a mortgage on said subdivision, said subdivision located in Lauderdale County, Alabama, and recorded in the office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 5, Page 50, 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 January 1, 1985, 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 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 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 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.

1. All lots in the subdivision are for residential use only, and not more than one residence shall be erected on any lot except that one residence may be built on one lot and part of another lot.

2. No structure other than one-family dwellings and appurtenant garages and out buildings shall be erected, placed or permitted to remain on any lot not in keeping with such purposes, and one-family dwellings shall not exceed two or one-half stories in height, except as hereinafter provided and under no circumstances will any tent, shack, trailer, mobile home, barn, basement or any other trype similar structure be allowed or permitted to remain on any of said tracts. Provided, however, no garage, or other outbuildings shall be erected or constructed without first prior approval of the plan and specifications of said improvement by the Architectural Control committee.

3. All dwellings constructed upon any of said lots shall be of permanent residence type, and any one-story dwelling shall have a square footage area of atleast 1,400 square feet, and any two-story dwelling shall have a square footage area of atleast 2,000 square feet, exclusive of basements, outbuildings, 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, nor shall anything be done therefore which may become an annoyance, danger or nusiance 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, 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.

6. The street frontage of said lots shall be maintained clean and neat at all times no noxious or offensive conditions

shall be continued thereon or thereabouts and said lots shall ~~be kept mowed as needed. No tract 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 storage or disposal of such material shall be kept in a clean 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.

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 well, tank, tunnels, mineral excavations or shafts be permitted upon or in the said tracts.

8. 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.

9. No building shall be located on any tract nearer than 30 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 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. For purposes of this covenant lot line is defined as property ownership line.

10. The use of concrete block, composition or asphalt exterior siding, sheets, shingles, or asbestos siding on any building or prefabricated building structure is expressly prohibited, except where written approval is obtained from the

Architectural Control Committee.

11. (a) The Architectural Control Committee is composed of Jerry Mack Haddock, Janice Ann Haddock and William Price Haddock, Sr. 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.

(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 relative covenants shall be deemed to have been fully complied with.

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

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

14. All dwelling shall have double carports and/or garages and double driveways. All driveways shall be constructed of concrete or approved hard surface asphalt and there shall be no permanent parking of vehicles on the streets of the subdivision by lot owners.

15. No lot owner shall use any portion of his lot to park vehicles, driveways, carports and garages excepted; nor shall the lots be used to park or store any other unsightly objects.

16. There shall be no occupancy of any structure or dwelling house until all exterior work is completed.

IN WITNESS WHEREOF the undersigned have made and executed this instrument on this 29th day of November, 1978, as witness their hands and seals.

Jerry Mack Haddock
Jerry Mack Haddock
Janice Ann Haddock
Janice Ann Haddock

ATTEST:

Bill A. Cleaver
ITS Vice President

THE FIRST NATIONAL BANK OF FLORENCE, a national banking corporation

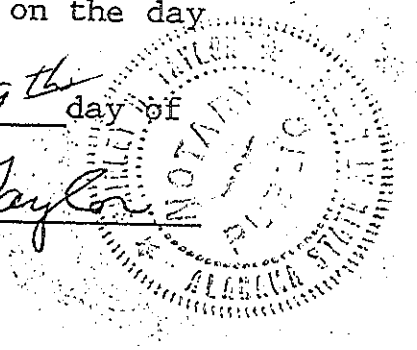
BY Robert C. Reed
ITS: Asst. Vice President

STATE OF ALABAMA)
LAUDERDALE COUNTY)

I, the undersigned authority, a Notary Public in and for the State and County aforesaid, hereby certify that Jerry Mack Haddock and Janice Ann Haddock, 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 the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29th day of November, 1978.

Shirley H. Taylor
Notary Public

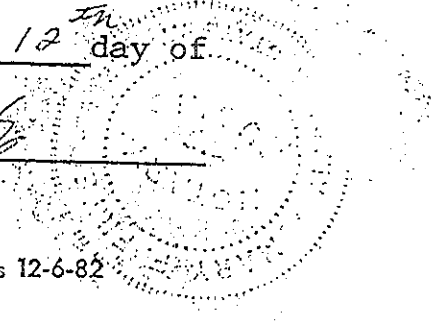


STATE OF ALABAMA)
LAUDERDALE COUNTY)

I, the undersigned authority, a Notary Public in and for the State and County aforesaid, hereby certify that Robert C. Reed, whose name as Robert C. Reed of the First National Bank of Florence, a national banking corporation, 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 12th day of July, 1979.

William A. Frost
Notary Public



My Commission Expires 12-6-82

STATE OF ALABAMA,
LAUDERDALE COUNTY, PROBATE COURT
I hereby certify that the foregoing instrument was
filed in record in this office on July 12, 1979
3:09 PM o'clock and duly recorded in Vol. 1160 Page 198-98
Mtg. Tax 8.00 Fee 8.00

William A. Frost Judge of Probate