

STATE OF ALABAMA 0

LAUDERDALE COUNTY 0

PROTECTIVE COVENANTS

The undersigned, Shoals Developers, Inc., a corporation, owner, and James T. Lindsey and wife, Lena H. Lindsey; Russell B. Lindsey and wife, Grace Lindsey; and Carmie L. McCravy, Mortgagees, of all the property embraced in that subdivision shown on the map and plat prepared by William A. White, Engineer, known and designated as FOREST HILLS ADDITION, recorded in Plat Book 3 at Page 158 in the Office of the Judge of Probate of Lauderdale County, Alabama, said property being situated in Lauderdale County, Alabama, hereby impose on all the residential 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 of ten (10) 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 judgment or court order shall in nowise 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, except that this restriction shall not prohibit the sale or use of lots in this subdivision for church or religious purposes, and not more than one residence shall be erected on any lot. No residential structures shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single-family dwelling not to exceed two stories in height, and a private garage for not more than two cars, and other outbuildings incidental to residential use of the lot.

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 outbuilding 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. DWELLING SIZE: Dwellings on residential lots shall have ground floor area, exclusive of carports, porches and garages, as follows: Lot 1 in Block 1; Lots 1 through 7 in Block 2; Lot 1 and Lots 11 through 14 in Block 3; Lot 1 and Lots 33 and 34 in Block 4; Lot 1 in Block 5; Lot 1 in Block 6, shall have not less than 1,200 square feet. Lots 2 through 5 in Block 1; Lots 2 through 10 in Block 3; Lots 2 through 15 and Lots 20 through 32 in Block 4; Lots 2 through 13 in Block 6; Lots 1 through 12 in Block 7; Lot 1 in Block 9 and Lots 2 through 12 in Block 5 shall have not less than 1,000 square feet. Lots 6 through 27 in Block 1; Lots 2 through 28 in Block 10; all of Block 8; Lots 2 through 15 in Block 9; Lots 16 through 19 in Block 4 and Lots 13 and 14 in Block 7 shall have not less than 900 square feet. Also Lot 1 in Block 10 shall have not less than 1,000 square feet.

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 nor nearer to the side street line than the minimum building setback lines. In any event, no building shall be located on any lot nearer than 30 feet to the front lot line or nearer than 8 feet to any side street line, except that a minimum 4-foot side yard shall be required for a garage or other permitted accessory building located 30 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 35 feet to the rear lot line. For the purposes of this covenant, eaves, steps and porches, also carports or carsheds, whether attached or detached, 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.

7. ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee is composed of F. R. Stovall, Florence, Alabama; Mattie L. Stovall, Florence, Alabama; and Leroy Stovall, 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 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 to it any of its powers and duties.

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 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 on 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.

10. 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 chronic barking dogs, whether tied or penned up or running at large, nor motor vehicle-chasing dogs shall be kept on any lot or allowed to run loose in this subdivision. The main purpose and intention of this restriction is to maintain the quiet and peace of the subdivision and for the safety of children who might be playing in the streets.

11. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot with 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 line limitations shall apply to 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.

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 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. Approval shall be as provided in Paragraph 8 above.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals, on this 22nd day of July, 1961.

SHOALS DEVELOPERS, INC.,  
a corporation,

ATTEST: (SEAL)

BY: F.R. Stovall  
Its President

Mattie L. Stovall  
Its Secretary

James T. Lindsey (SEAL)  
James T. Lindsey  
Lena H. Lindsey (SEAL)  
Lena H. Lindsey  
Russell B. Lindsey (SEAL)  
Russell B. Lindsey  
Grace Lindsey (SEAL)  
Grace Lindsey  
Carmie L. McCravy (SEAL)  
Carmie L. McCravy

Acknowledged in Code Form by F.R. Stovall, as President of Shoals Developers Inc., a corporation, before Frances R. White, a Notary Public for Lauderdale County, Alabama, on July 22, 1961.

Acknowledged in General Code Form by James T. Lindsey and wife, Lena H. Lindsey; Russell B. Lindsey and wife, Grace Lindsey; and Carmie L. McCravy, before Frances R. White, a Notary Public for Lauderdale County, Alabama, on July 22, 1961.

Filed, October 6, 1961

Recorded, Book 739, Pages 545-550.