

STATE OF ALABAMA
LAUDERDALE COUNTY

FICHE 96749 FRAME 62

(000000)
HEATHERHURST ADDITION 2

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being all of the owners of and all parties having any right, title or interest in that certain subdivision shown and designated on the map or plat prepared by Ronnie E. Wiginton, L. S., Alabama Registration No. - 15918, known and designated as

HEATHERHURST ADDITION 2

and recorded in the Office of the Judge of Probate of Lauderdale county, Alabama, in Plat Book 6, on Page 213, hereby impose upon all of the lots of the aforesaid subdivision, according to the plat thereof, the following covenants and restrictions:

I

(a) All lots in said subdivision shall be used for single-family residential purposes. No structure other than single-family dwellings not exceeding two and one-half stories in height, and appurtenant garages and other outbuildings, shall be erected or be permitted to remain on any lot or combination of lots.

(b) No structure of any kind shall be built on said property until the plans and plot plan for same have been approved by the "Architectural Control Committee", which approval shall not be unreasonably withheld.

II

All dwellings constructed upon said property shall be of a permanent residential type. Manufactured or prefabricated buildings may be constructed with the specific approval of the Architectural Control Committee. All dwellings must have a finished living area, exclusive of basements, outbuildings, carports, garages, terraces, porches and the like, of at least 2400 square feet for one story dwellings, with the exception that one story dwellings with a basement must have 2200 square feet on the first floor plus at least 600 square feet of finished living area in the basement and 2800 square feet for a two story building with a minimum of 1550 square feet on the first floor or a two story building. With the exception of Lots 1 through 8, 20 through 24 and 50 through

16.00

56 which must have a finished living area, exclusive of basements, outbuildings, carports, garages, terraces, porches and the like of at least 2200 square feet for one story dwellings. Further, two story dwellings on these lots must conform to the aforementioned specifications for two story dwellings. All dwellings must have a garage and the entrance to the garage cannot face the front of the house unless approved in writing by the Architectural Control Committee.

III

(a) The use of asbestos, composition or asphalt exterior siding is expressly prohibited. Further, the use of "permastone" or similar material is expressly prohibited. When concrete block is used for foundations, it must be covered with concrete, brick or plaster. All driveways of said subdivision shall be of hard surface, such a concrete, asphalt or brick.

(b) No building shall be located on any lot nearer than 8 feet to either side lot line. No building shall be located on any lot nearer than 35 feet from any street line. No building in said subdivision shall be located on any lot nearer the rear lot line than 25 feet.

(c) Before the commencement of the construction of any building upon any lot, the plans, specifications and a plot plan therefor shall be submitted for approval by the Architectural Control Committee, showing the location of the building on said lot. For the purpose of this covenants, eaves, steps and open porches shall not be considered as 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.

IV

(a) No basement, tent shack, garage, barn or other outbuilding erected on any lot in said subdivision shall at any time be used as a residence, temporary permanent, nor shall any truck, trailer, bus body, mobile home, camper or like structure be parked upon or in the street abutting or erected upon said property, or used as a residence, temporary or permanent, no shall any residence of a temporary character be permitted with regard to construction or structure involved. No sheds, storehouses or the like will

be permitted on any lot except with the written approval of the Architectural Control Committee.

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(b) All sheds, storehouses or the like which are permitted by written approval of the "Architectural Control Committee" under the provisions of paragraph IV of these certain protective covenants, shall be constructed of the same type and color of the exterior material and trim used on the house located on the lot with equal quality of workmanship.

V

No fences shall be placed on any lot except upon written approval of the Architectural Control Committee, and no fence shall in any event be allowed within 35 feet of the front property line, except that in the case of corner lots, no fence in any event may be constructed closer to the front property line than the minimum building setback line.

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 any commercial purpose. No lot may be used for agricultural purposes, except that a private vegetable garden may be maintained on the rear one-third of each lot.

VII

No business or trade of any kind, 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 there on which may be or become any annoyance, danger or nuisance to the neighborhood.

VIII

The street frontage of all lots shall be maintained clean, neat and free of undergrowth at all times, and no noxious or offensive conditions shall be continued thereon. 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 for the storage or disposal of such material shall be kept in a clean and sanitary condition.

IX

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 other structure designed for use of boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

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X

No sign of any kind shall be displayed in public view on any lot except on professional sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

XI

Perpetual easements are reserved for utility installation and maintenance as set forth on said recorded plat.

XII

The Architectural Control Committee for such subdivision shall consist of William M. Coussons, Ricky L. Jackson and James H. Mangum, all of Florence, Alabama. A majority of the Committee may designate a representative to act for it or cast any vote. Any vote on any question presented to the Committee may be presented orally in any committee meeting or in writing, whether or not such party may be present at such meeting. The members of such Committee shall serve until they shall resign or be removed by death, and the remaining members, or member, shall have full authority to designate a successor or successors, in any such case.

XIII

(a) At any time the then record owners of three-fourths of the lots in said subdivision shall have the power, through a duly acknowledged instrument, to amend or abolish these covenants, or to change the membership of the Architectural Control Committee, or to withdraw from the Committee, or restore to it any of its powers or duties.

(b) The Architectural Control Committee shall be vested with authority and power to pass upon, by approval or disapproval, any changes in these Protective Covenants. Any desired deviation or change shall be presented to the Architectural

Control Committee in writing, and the approval or disapproval as required in these Covenants by such Committee shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty days after plan and specifications have been submitted to it, or, in any event, if no suit to enjoin the proposed construction has been commenced prior to the substantial completion of construction, approval will not be required, and the related Covenants shall be deemed to have been fully complied with. The term "record owner" shall not include mortgages or lien holders.

XIV

Whenever, in the unanimous opinion of the members of the Architectural Control Committee, no substantial damage will be done to anyone owning any parcel of land in the subdivision, it shall have full authority, anything in these Protective Covenants to the contrary notwithstanding, to waive or allow any violation of Paragraphs II and III of these Protective Covenants, whether such violation be present or prospective. Such waiver, to be effective, must be reduced in writing over the signature of each member of the Committee, and acknowledged by each member of the Committee, before a Notary Public.

XV

(a) 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 40 years from the date these Covenants are recorded, after which time said Covenants shall automatically extend for successive periods of ten years, unless at any time hereafter an instrument in writing, executed as aforesaid, changing or abandoning said Covenants, shall be recorded as aforesaid.

(b) If the parties hereto, or any of them, or their heirs, assigns or successors, shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any person or firm owning any real property covered by these Covenants to prosecute any proceedings at law or in equity against the person or persons, or other parties or entities, violating or attempting to violate any such Covenant, and either to prevent such violations or to recover damages for the same.

(c) Invalidation of any one of these Covenants by judgement or Court shall in

no way effect any of the provisions which shall remain in full force and effect.

WITNESS the hands and seals of the undersigned on this 1st day of April, 1996.

ASPEN INC., A Corporation

By: William M Coussons
WILLIAM M. COUSSONS
Its: President

HEATHROW DEVELOPMENT COMPANY, INC., A Corporation

By: Ricky L Jackson
RICKY L. JACKSON
Its: President

STATE OF ALABAMA

LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for the State and County aforesaid, hereby certify that William M. Coussons, whose name as President of Aspen Inc., a Corporation, is signed to the foregoing Protective Covenants, 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 1st day of April, 1996.

Melanie Hancock Baker
NOTARY PUBLIC

My Comm. Expires
9-8-98

STATE OF ALABAMA

LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for the State and County aforesaid, hereby certify that Ricky L. Jackson, whose name as President of Heathrow Development Company, Inc., a corporation, is signed to the foregoing Protective Covenants, 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 1st day of April, 1996.

Melanie Hancock Baker
NOTARY PUBLIC

My Comm. Expires
9-8-98

STATE OF ALABAMA
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