

STATE OF ALABAMA
LAUDERDALE COUNTY

9510

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 land located in Lauderdale County, Alabama, more particularly described as follows:

A tract of land lying and being in Section 25, Township 2 South, Range 9 West, more particularly described as beginning at the SE corner of SW 1/4 of said Section 25; thence S 88° 50' W 1618.5 feet; thence N 0° 10' W 410 feet; thence N 88° 50' E 1618.5 feet; thence S 0° 10' E 410 feet to the point of beginning. Said tract contains 15.23 acres.

The undersigned are presently in the process of subdividing said land as Houston Hills Subdivision and desire to impose protective covenants upon the same and hereby impose upon all of the residential lots of the aforesaid subdivision, according to the plat thereof, the following covenants and restrictions:

I

All lots in said subdivision shall be used for residential purposes only; and no structure other than one-family dwellings and appurtenant garages and outbuildings shall be erected, placed on or permitted to remain on any residential building lot or combination of lots not in keeping with such purposes, except those buildings and residences which are already constructed on said premises to which these covenants shall have no application. Such existing houses and buildings shall in nowise be deemed a future violation of any provision contained herein. One-family dwellings shall not exceed two and one-half stories in height.

II

All dwellings constructed upon said property shall be of permanent residence type, and if a one-story dwelling shall have a square footage area of at least 1000 square feet and any two-story dwelling shall have a square footage area of at least 1500 square feet, exclusive of basements, out-buildings, carports, garages, terraces, porches and the like.

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III

All buildings constructed upon said property shall be of conventional or customary structural materials, e.g., frame, brick or wooden materials customarily used in the construction of a permanent dwelling; and all structures shall be of a permanent nature, no structure of corrugated metal or the like, of temporary nature, being permitted or allowed. All structures shall be painted and finished in the customary manner. Any deviation from such requirements must be submitted to our Architectural Committee, hereinafter designated, or their successors, and may only be allowed or permitted by permission granted in writing from such Committee.

IV

No basement, tent, shack, garage, barn or other out-building erected on any lot in said subdivision shall at any time be used as a residence, temporary or permanent, nor shall any trailer, bus body, or like structure be parked upon or erected upon said property or used as a residence, temporary or permanent, nor shall any residence of a temporary character be permitted, with regard to construction or structure involved.

V

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, or on said property, nor shall anything be done thereon which may be or become an annoyance, danger, or a nuisance to the neighborhood, including the discharge of guns, air or any kind.

VI

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

VII

No privy, outhouse, or other building, intended to be or used as an open or pit toilet shall be allowed; and all toilet facilities and sewage disposal, including wash and waste water, shall be by septic tank of approved construction in conformity with the regulations of the Health Department of Lauderdale County, Alabama.

VIII

The street frontage of all lots shall be maintained clean and neat at all times and no noxious or offensive conditions shall be continued thereon or thereabouts. 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 and containers for the storage or disposal of such material shall be kept in a clean and sanitary condition. It is expressly required that before the erection of any residence all 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.

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 in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

X

No sign of any kind shall be displayed to public view on any lot except one professional sign of not more than 2 square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales.

No building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 25 feet to any side street line. No building shall be located nearer than 8 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 30 feet to the rear lot line. For any purposes of this covenant, eaves, steps and open porches shall not be considered as part of a building.

XII

No person shall alter or change any open water course, except that a clean fill may be placed in such manner that a natural water course is not altered or blocked by said fill, provided that no damage shall result to any adjacent property owner.

XIII

The "Architectural Control Committee" for such subdivision shall consist of Glenn M. Hanson, Betty J. Hanson, Delores McDaniel and Stephen L. Hape, 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 any such meeting. The members of such Committee shall serve until they shall resign, or be removed by death, and the remaining members shall have full authority to designate a successor in such case.

The Architectural Control Committee shall have full power and authority to waive any provisions contained in these covenants and further shall have full power and authority to waive, alter or amend any building set-back line contained on the recorded plat of said subdivision by executing a recorded instrument stating the waiver and duly recorded in the Office of the Judge of Probate of Lauderdale County, Alabama.

XIV

At any time, the then record owners of three-fourths of the lots in said subdivision shall have the power through a duly recorded written instrument to change the membership of the "Architectural Control Committee" or to withdraw from the Committee or restore to it any of its powers and duties. The "Architectural Control Committee" shall be vested with authority and power to pass upon, by approval or disapproval, any changes in the architectural requirements for any structure as designated in these protective covenants. Any desired deviation or change shall be presented to the "Architectural 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 (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.

XV

Any change or deviation from any of the protective covenants herein stated, other than those covenants which deal with the type of structure or quality of the structure allowed may be waived in a single instance, by an instrument in writing duly executed by the then record owners of three-fourths of the lots in said subdivision, such instrument being acknowledged according to law and duly recorded in the Office of the Judge of Probate of Lauderdale County, Alabama. Any permanent changes in any of the provisions of the protective covenants herewith filed may be made by an instrument in writing, clearly indicating such intention, duly executed by the then record owners of three-fourths of the lots in said subdivision, said instrument being duly acknowledged according to law and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama.

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 ten years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument in writing, executed as aforesaid, changing or abandoning said covenants has been recorded, as aforesaid.

XIV

No fence shall be constructed nearer the street than the rear line of the dwelling.

XVII

If the parties hereto, or any of them or their heirs or assigns, or successors, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons, corporation or corporations, or any other legal entity, 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 him or them or such entity from so doing, or to recover damages for such violation.

XVIII

Invalidation of any one of these covenants or any group of them by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, hereby adopt, ratify and confirm the foregoing, by hereunto setting their hands and affixing their seals this 7 day of July, 1978.

EAST LAUDERDALE BANKING COMPANY

BY: Milton Mitchell (SEAL)
Vice President
Glenn M. Hanson (SEAL)
Glenn M. Hanson

Betty J. Hanson (SEAL)
Betty J. Hanson

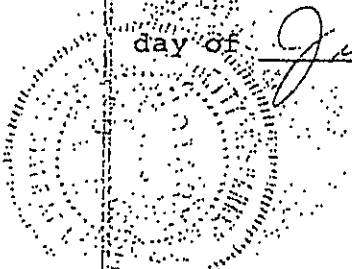
Delores McDaniel (SEAL)
Delores McDaniel

Stephen L. Hape (SEAL)
STEPHEN L. HAPE

STATE OF ALABAMA
LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Milton Mitchell whose name as Vice President of East Lauderdale Banking Company 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 conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of East Lauderdale Banking Company.

Given under my hand and official seal, this 7th day of July, 1978.



Betty K. Parker
Notary Public
MY COMMISSION EXPIRES JULY 20, 1979

STATE OF ALABAMA
LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said County and State aforesaid, hereby certify that Glenn M. Hanson, Betty J. Hanson, Delores McDaniel and Stephen L. Hape 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 this instrument they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 7th day of July, 1978.



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STATE OF ALABAMA, LAUDERDALE COUNTY, PROBATE COURT
This instrument prepared by Betty K. Parker
I hereby certify that the foregoing instrument was
Harold G. Post Notary Public
filed in this office July 11, 1978
Attorney at Law 301 and duly recorded in 1139 Page 793
Road Tax \$ --- Mig. Tax --- MY COMMISSION EXPIRES JULY 20, 1979
Florence, Alabama