

PROTECTIVE COVENANTS

The undersigned, Mae Erskine Irvine, a widow, owner of all of the property embraced in that subdivision shown on the map and plat prepared by William M. Paxton, Jr., Civil Engineer, known and designated as Resubdivision No. 3 of a Portion of Irvine Place, Vacated, located in Florence, Alabama, and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book No. 3, Page 108, hereby imposes on all those numbered lots provided in said plat, being Lots 1 through 9 inclusive, the following covenants and building restrictions:

I

No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

II

No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of proposed workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. The use of asbestos, composition, or asphalt siding, sheets, or shingles and also permastone or like material by another name on any building or structure on any lot is expressly prohibited, except that asbestos roofing shingles may be used on the roof of said building or structure. Further the use of concrete blocks for other than foundation walls is expressly prohibited on all lots. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as hereinafter provided.

III

No dwelling shall be permitted on any lot with a ground floor area of the main structure, exclusive of one-story open porches and garages, of less than 1500 square feet for a one-story dwelling, nor less than 1000 square feet for a dwelling of more than one story.

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IV

No building shall be located on any lot nearer than 35 feet to the front lot line, or nearer than 30 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line. No dwelling shall be located on any interior 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, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

V

No dwelling shall be erected or placed on any Lot having a width of less than 100 feet at the minimum building set-back line nor shall any dwelling be erected or placed on any lot having an area of less than 15,000 square feet.

VI

Easements over, under and across each individual lot for installation and maintenance of utilities and drainage facilities are reserved on the rear ten feet and ten feet on each side of the lot as the same were conveyed by Mae Erskine Irvine, owner, to the City of Florence on the recorded plat. The granting of these easements or rights of access shall not prevent the use of the area by the owner for any permitted purpose except for buildings. A right of pedestrian access by way of a driveway or open lawn area shall also be granted on each lot from the front lot line to the rear lot line to any utility company having an installation in the easement.

VII

No noxious or offensive activity shall be carried on upon any lot, nor shall any thing be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

VIII

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

IX

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IX

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one 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.

X

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, minerals 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.

XI

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.

XII

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

XIII

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 within 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 sight-line limitations shall apply on 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

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of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

XIV

The architectural control committee shall be composed of Mae Erskine Irvine, Florence, Alabama, William M. Paxton, Jr., Florence, Alabama, and K.C. Darby, 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. Neither the members of the committee, nor its designated representative shall be entitled to compensation for services performed pursuant to this covenant. 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.

XV

If the party hereto, her heirs or assigns, or any owner of any lot in above said subdivision 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 no wise affect any of the other provisions which shall remain in full force and effect.

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 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 signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in

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part.

IN WITNESS WHEREOF, Mae Erskine Irvine has hereunto set her hand and affixed her seal at Florence, Alabama, on this the 30 day of January, 1960.

Mae Erskine Irvine (SEAL)
Mae Erskine Irvine

Acknowledged in General Code Form by Mae Erskine Irvine, a widow before Melanie Young, a Notary Public for Lauderdale County, Alabama. This the 30th day of January, 1960.

Filed, February 2, 1960.

Recorded, Book 696, Pages 53-59.