

THE STATE OF ALABAMA            )  
COUNTY OF LAUDERDALE        )

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 W. A. White & Associates Engineers & Surveyors, Registered Surveyors, known and designated as Locust Dell Addition One and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 5 on Page 24, 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 stories in height, and appurtenant garages and other out-buildings in keeping with single family residential purposes and one boat house and pier 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 only with the specific approval of the Architectural Control Committee. All dwellings must have a furnished living area, exclusive of basements, outbuildings, carports, garages, terraces, porches and the like, of at least 1200 square feet. All dwellings must have a carport or garage.

LIX

(a) The use of asbestos siding, composition or asphalt exterior siding is expressly prohibited, except that asbestos shingles may be used in the gables or roof. Further, the use of "perma-stone" or similar material is expressly prohibited.

(b) No building structure shall be located on any lot nearer than 15 feet to either side lot line. No building shall be located nearer than 50 feet to the front (roadside) lot line. No building other than boathouses in said subdivision shall be located on any lot nearer the 505 foot contour line than 50 feet.

Prior to the commencement of construction of any building or structure 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 these 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.

#### IV

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 or 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, nor shall any residence of a temporary character be permitted with regard to construction or structure involved. No sheds, storehouses of the like will be permitted on any lot except with the written approval of the Architectural Control

No fences shall be placed on any lot except upon written approval of the Architectural Control Committee, and no fence shall be allowed within 50 feet of the front property line or the 505 foot contour line.

VI

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 of an area not exceeding 750 feet.

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 thereon which may be or become any annoyance, danger or a 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.

except one professional sign of not more than two square feet, 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.

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 W. R. Cunningham, J. W. Cunningham, and Ben W. Cunningham, 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 two-thirds 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) Prior to commencement of construction of any dwelling or other structure upon any lot, the owner must present the plans, specifications, and plot plan to the Architectural Control Committee for its approval or disapproval. In the event the Committee, or its designated representative,

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 to writing over the signature of each member of the Committee, and acknowledged by each member of the Committee, before a Notary Public.

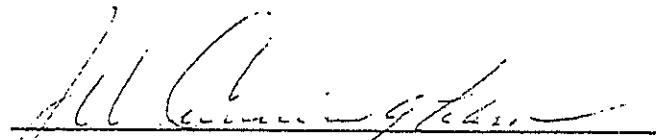
XV


(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 be automatically extended for successive periods of ten years, unless at any time hereafter, an instrument in writing, executed as aforesaid, changing or abandoning said Covenants, shall have been recorded as aforesaid.

assigns or successors, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person owning any of said property 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.

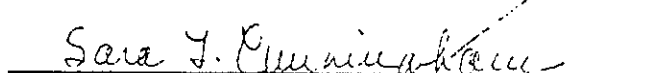
(c) Invalidation of any one of these Covenants by judgment or Court order shall in no way affect any of the other provisions which shall remain in full force and effect.

WITNESS the hands and seals of the undersigned on this 30 day of May, 1978.

  
\_\_\_\_\_  
J. W. CUNNINGHAM

  
\_\_\_\_\_  
MARIE J. CUNNINGHAM

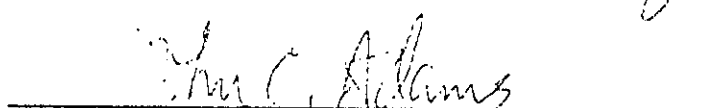
  
\_\_\_\_\_  
W. RUTLAND CUNNINGHAM

  
\_\_\_\_\_  
SARA T. CUNNINGHAM

STATE OF ALABAMA            )  
LAUDERDALE COUNTY        )

I, the undersigned authority, a Notary Public, in and for said State and County do hereby certify that J. W. Cunningham, and wife, Marie J. Cunningham, W. Rutland Cunningham, and wife, Sara T. Cunningham, whose names are signed to the foregoing Protective Covenants and who are known to me acknowledged before me on this date that after being informed of the contents of said Protective Covenants they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 30<sup>th</sup> day of May, 1978.

  
\_\_\_\_\_  
NOTARY PUBLIC

Filed: May 30, 1978

Recorded: Book 1133, Pages 1165-1170

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