

RLPY 2007 67806
Recorded In Above Book and Page
12/04/2007 02:31:51 PM
Dewey D. Mitchell
Probate Judge
Lauderdale County, AL

THIS INSTRUMENT WAS PREPARED BY:

RANDY K. THIGPEN
Attorney at Law
420 W. Doctor Hicks Blvd.
Florence, Alabama 35630
(256) 764-9997

Recording Fee 35.00
TOTAL 35.00

STATE OF ALABAMA

COUNT OF LAUDERDALE

PROTECTIVE COVENANTS

WHEREAS, the undersigned, Donald L. Cochran and Patricia L. Cochran, Joel W. Williams and Barry G. Williams; AMAX Properties, Inc., Charles E. Phillips and Barbara A. Phillips, Curtis L. Corum and Jason M. Akin, Vera Lichty Kalama and Glenn A. Marvin and Robin R. Whitekiller, are the owners of Lots 6 through 37 in Maples Village Subdivision, according to the map thereof recorded in Plat Book 7, Page 108, in the Office of the Judge of Probate of Lauderdale County, Alabama, and

WHEREAS, the above named parties are willing and desirous of impressing the hereinafter stated covenants, conditions, restriction, and reservations on each of the above-described tracts, and

NOW, THEREFORE, in consideration of the premises, the parties hereto mutually agree to impress the following covenants, conditions, restrictions and reservations on the above-described tract of land:

1. All lots covered by these covenants as above-described shall be used only as residential lots.
2. No structure other than one-family dwellings and appurtenant garages and out-buildings shall be erected, placed or permitted to remain on the said tract or parcel of land, and these buildings shall be for the use of one family only and shall be for residential purposes only.
3. None of the lots platted in the above referred to subdivision shall be subdivided, and not more than one dwelling, for the use of one family only, shall be erected on any one of the lots as platted. Any readjustments of a lot must be approved in writing by the approving authority as defined in paragraph 7 below.
4. Each dwelling must be located no closer to any street than the 25 foot building setback line as shown on the plat plan and must be located so that it does not detract from the adjoining property, with the further requirement that no part of the structure shall be closer than 10 feet to either sideline of the lot. Additionally, no pump house, greenhouse, servant's house, detached garage, or other satellite structure may be located closer to the front street than the rear of the main dwelling nor closer than 15 feet to either side line. An owner of two adjoining lots desiring to build on said two lots may elect to treat both lots as one for the purpose of these restrictions.

45.00

5. No single story dwelling that is smaller than 1,800 square feet in living area or two-story dwelling that is smaller than 1,500 square feet on the ground floor, with a total living area of 2,400 square feet, shall be erected in this subdivision. The living area referred to shall include only heated area, and shall be exclusive of attached garages, carports, basements, attics, terraces, unenclosed porches, breezeways, and other similar areas. No structures higher than two stories shall be erected. All structures shall have a minimum of one story completely above ground.
6. Only residences of good conforming architectural design and suitable materials shall be erected in the above referred to subdivision. Construction must substantially comply with the latest code of the National Bureau of Fire Underwriters requirements of Lauderdale County, Alabama. No construction that does not conform in character and comparative quality with the rest of the subdivision will be allowed. The use of concrete blocks or of asbestos shingles as outside finish will not be permitted nor will exposed concrete block foundations be permitted. All exterior walls must be brick.
7. In order that compliance may be had with the foregoing and to maintain an attractive harmonious appearance of the subdivision, the prospective builder will submit to the Architectural Control Committee a plat plan showing the location of the proposed construction, plans consisting of outside elevations, floor plans, outline specification.
8. Any of the restrictions imposed by this instrument may at any time be altered, omitted, amended or changed by a recorded instrument in writing agreed to and signed by the owner or owners.
9. No business or trade of any kind shall be carried on or permitted upon any portion of the above described subdivision.
10. No prefabricated home, garage, or other outbuilding erected or located upon said above described subdivision shall be used as a residence at any time, temporary or permanent. Nor shall any dwelling or building of temporary character be permitted.
11. No chickens, hogs, cattle, goats, sheep nor any other livestock shall be permitted on any other livestock shall be permitted on any of said lots in the subdivision. All pets will be under control at all times, and shall not interfere with other property owners.
12. Driveways and parking areas on said lots shall be paved with concrete, asphalt, brick pavers, or other type paving materials.
13. There shall be no fences built on the said lots except those approved in writing by the Architectural Control Committee.
14. Detached garages, garden buildings, and other outside storage buildings shall conform to the general architecture of the house built on said lots.
15. In order to maintain a pleasant, neat appearance in the subdivision, junk, trash, junked cars, etc. shall not be permitted on said lots.
16. No house, mobile home, or detached garage or outbuilding shall be moved into the subdivision.
17. If any building should be torn down or destroyed for any reason whatsoever, the building to be erected in its place shall likewise comply with all the provisions of these

restrictions.

18. The covenants and restrictions herein above enumerated shall be covenants running with the land.
19. All pipes underneath driveways must be metal or concrete.
20. All yards must be sodded.
21. (A) The Architectural Control Committee is composed of Donald L. Cochran and Patricia L. Cochran. Any member of the committee may act for the entire committee. In the event of the 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 any 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.

(B) 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.

(C) Notwithstanding any other provisions of these covenants or the recorded plat, the Architectural Control Committee may waive any provisions of these covenants, any setback lines, or other requirements.

(D) No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structure on the lot have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with 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 unless similarly approved.
22. The invalidation of any one or more of the covenants herein contained by decree or judgment of any court shall in no wise affect the provisions remaining, each provision hereof being separate and severable said remaining provisions to remain in full force and effect during the term thereof.
23. If any party subject to the restrictions and covenants herein contained, his heirs or assigns, shall violate or attempt to violate, any of the restrictions and covenants above enumerated, any other person or persons owning a lot in the said above subdivision, or any interest therein, may prosecute any proceeding at law or in equity, against the person or persons so violating, or attempting to violate, any restriction or covenant herein contained, and shall be entitled to injunctive relief to enjoin such violations, or attempted violation and may further recover such damages as may have sustained thereby.

24. The grantors herein shall have the full power and authority to waive any provisions contained in these covenants by executing a recorded instrument stating the waiver and duly recorded in the Office of the Judge of Probate of Lauderdale County, Alabama. In the event of resignation, death, disability or in the event that grantors herein cannot then be found with reasonable effort that, a then record owners of a majority of the such tracts or parcels of lands made subject to these covenants, as set out herein, shall have the fully power and authority to waive any provisions contained in these covenants as set out herein above.

IN WITNESS WHEREOF, the undersigned hereby adopt, ratify and confirm the foregoing by hereto setting his hand and affixing their seal this the _____ day of _____, 2007.

Donald L. Cochran
Donald L. Cochran

Patricia L. Cochran
Patricia L. Cochran

Joel W. Williams
Joel W. Williams

Barry G. Williams
Barry G. Williams

AMAX Properties, Inc.

By: _____

Its: _____

Charles E. Phillips
Charles E. Phillips

Barbara A. Phillips
Barbara A. Phillips

Curtis L. Corum
Curtis L. Corum

Jason M. Akin
Jason M. Akin

Vera Licthy Kaama

Glenn A. Marvin


Robin R. Whitekiller

STATE OF ALABAMA
LAUDERDALE COUNTY

RLPY 2007 67810

I, the undersigned authority, a Notary Public in and for the State and County aforesaid, hereby certify that **Donald L. Cochran**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 4th day of December, 2007.



NOTARY PUBLIC
My Commission Expires: _____

MY COMMISSION EXPIRES MAY 23, 2009

STATE OF ALABAMA
LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for the State and County aforesaid, hereby certify that **Patricia L. Cochran**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 4th day of December, 2007.




NOTARY PUBLIC
My Commission Expires: _____

MY COMMISSION EXPIRES MAY 23, 2009.

STATE OF ALABAMA
LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for the State and County aforesaid, hereby certify that **Joel W. Williams**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 23rd day of October, 2007.



NOTARY PUBLIC
My Commission Expires: 7-12-10

STATE OF ALABAMA
LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for the State and County aforesaid, hereby certify that **Barry G. Williams**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 23rd day of October, 2007.



NOTARY PUBLIC
My Commission Expires: 7-12-10

COUNTY OF LAUDERDALE

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that _____, whose name as _____ of AMAX PROPERTIES, INC., 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/she, as such officer and with full authority, executed the same voluntarily for and as the act of said AMAX Properties, Inc. on the day the same bears date.

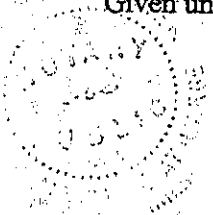
Given under my hand and official seal, this the ____ day of _____, 2007.

Notary Public
My Commission Expires: _____

STATE OF ALABAMA
LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for the State and County aforesaid, hereby certify that **Charles E. Phillips**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 4th day of October, 2007.



Charlotta Oline
NOTARY PUBLIC
My Commission Expires: _____

STATE OF ALABAMA
LAUDERDALE COUNTY

MY COMMISSION EXPIRES 02/20/09.

I, the undersigned authority, a Notary Public in and for the State and County aforesaid, hereby certify that **Barbara A. Phillips**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 4th day of October, 2007.



Charlotta Oline
NOTARY PUBLIC
My Commission Expires: _____ MY COMMISSION EXPIRES 02/20/09.

STATE OF ALABAMA
LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for the State and County aforesaid, hereby certify that **Curtis L. Corum**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 5th day of November, 2007.



Curtis L. Corum
NOTARY PUBLIC
My Commission Expires: My Commission Expires
12-01-2008

STATE OF ALABAMA
LAUDERDALE COUNTY

RLPY 2007 67812

I, the undersigned authority, a Notary Public in and for the State and County aforesaid, hereby certify that **Jason M. Akin**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 5th day of November, 2007.



Jason C. Butts

NOTARY PUBLIC My Commission Expires
My Commission Expires: 12-01-2008

STATE OF ALABAMA
LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for the State and County aforesaid, hereby certify that **Vera Lichty Kalama**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 2007.

NOTARY PUBLIC
My Commission Expires: _____

STATE OF ALABAMA
LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for the State and County aforesaid, hereby certify that **Glenn A. Marvin**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 2007.

NOTARY PUBLIC
My Commission Expires: _____

STATE OF ALABAMA
LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for the State and County aforesaid, hereby certify that **Robin R. Whitekiller**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 2007.

NOTARY PUBLIC
My Commission Expires: _____

IN WITNESS WHEREOF, the undersigned hereby adopt, ratify and confirm the foregoing by hereto setting his hand and affixing their seal this the _____ day of _____, 2007.

Michael Nichols

Michael Nichols

Jennifer Nichols

Jennifer Nichols

Jeff Newton

Jeff Newton

Sherry Newton

Sherry Newton

STATE OF ALABAMA
LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for the State and County aforesaid, hereby certify that Michael Nichols, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31 day of October, 2007.

Karen Henslee
NOTARY PUBLIC
My Commission Expires: May 20, 2009

STATE OF ALABAMA
LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for the State and County aforesaid, hereby certify that Jennifer Nichols, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31 day of October, 2007.

Karen Henslee
NOTARY PUBLIC
My Commission Expires: May 20, 2009

STATE OF ALABAMA
LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for the State and County aforesaid, hereby certify that Jeff Newton, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 6 day of November, 2007.

Nancy E. Aptree
NOTARY PUBLIC
My Commission Expires: MY COMMISSION EXPIRES 06/28/2010

STATE OF ALABAMA
LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for the State and County aforesaid, hereby certify that Sherry Newton, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20th day of November, 2007.

Monica L. Carlock
NOTARY PUBLIC
My Commission Expires: June 20, 2011

