

State of Alabama

Lauderdale County

012818

2000-313 59

PROTECTIVE COVENANTS

FOR

Plantation Estates Addition One,
Except Lot 22 of said Subdivision

The undersigned Phillips Builders Inc, an Alabama Corporation being all of the owners and persons having an interest in and the property embraced in the subdivision shown on the map and plat of Plantation Estates Addition One, Except therefrom Lot 22, said Subdivision being recorded in the office of Judge of Probate of Lauderdale County, Alabama, in Plat Book 6, page 306, hereby impose on all the lots provided in said plat the following covenants and building restrictions:

I
(a) All lots 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 shall be permitted to remain on any lot or combination of lots.

(B) No structure of any kind (including outbuildings or storage buildings) 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, but the decision of said committee shall be final and binding on this issue. All dwellings must have a finished living area, exclusive of basements, outbuildings, carports, garages, terraces, porches and the like of at least 1200 square feet if a one story house, 1400 square feet if a one and one-half story house, and 1600 square feet if a two story house. All dwellings must have a two-car garage with a door suitable for blocking the view into the garage from the street.

21.00

(a) Exterior siding shall be brick, stone, wood, synthetic stucco, vinyl, metal, or any other substance approved by the Architectural Committee. When concrete block is used for foundations, it must be covered with concrete or plaster. All driveways of said subdivision shall be concrete or brick, unless approved by the Architectural Control Committee.

(b) No building structure shall be located on any lot nearer than eight (8) feet to either side lot line (ten (10) feet if there is a utility easement on the side of the boundary line); however, for corner lots bounded on the front and side by a street, the front and side setback line shall be (40) feet. The front building setback line shall be no nearer than (40) feet to the front property line.

(c) Before the commencement of the construction of any building upon any lot, the plans, specifications and a plot plan therefore shall be submitted for approval by the Architectural Control Committee, showing the location of the building on said lot. For the purpose of this covenant, eaves and steps shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of a building 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

No basement, tent, shack, garage, barn, outbuilding, or other non-permanent structure erected upon 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 or the like will be permitted on any lot, except with the written approval of the Architectural Control Committee.

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 sixty-five (65) feet of the front property line. Only wooden, chain-link, or brick fences shall be approved by the Architectural Control Committee.

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 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. No exterior clothes line shall be placed upon a lot unless a fence blocks the view of said clothes line from outside the 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 on said property, nor shall anything be done thereon which may become an 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. Additionally, no automobile, boat, recreational vehicle, trailer or other portable machine or device shall be parked on the street and off the owners lot for more than 8 hours in any 24 hours within a one-week period. The intention being that the streets be kept unobstructed for safety and aesthetic purposes. The Architectural Control Committee shall have and retain authority to enforce this covenant.

IX

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or on any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structures designed for use in boring oil, natural gas, or minerals shall be erected, maintained or permitted upon any lot.

X

No sign of any kind shall be displayed in public view on any lot, except one professional sign of not more than two (2) square feet, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the builder to advertise the building during the construction and sales period.

XI

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

XII

The Architectural Control Committee for this subdivision shall consist of Phillips Builders Inc.. control of the Architectural Control Committee may be relinquished to a Homeowner's Association, or other associations which shall be done in writing.

XIII

(a) These restrictive covenants shall be irrevocably binding upon all lots of the subdivision for a term of ten (10) years. Thereafter, the then record owners of two-thirds of the lots in the said subdivision shall have the power, through a duly acknowledged instrument, to amend or abolish these covenants, 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 fails to act upon a request within thirty (30) days after plans, specifications, and requests are submitted, or if no suit to enjoin the proposed construction, approval will not be required and the related covenants shall be deemed to have been fully complied with by the requester.

XIV

Whenever, in the unanimous opinion of the members or 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 acknowledge 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 ten (10) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of one (1) year, unless at any time hereafter an instrument, in writing, executed as aforesaid changing or abandoning said covenants, shall have been recorded

as aforesaid.

(b) if the parties hereto or any owner of a lot or lots in the subdivision, 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 proceeding at law or in equity against the person or persons or other parties or entitles 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 of these covenants by judgment of Court 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 28 day of June 2000.

Phillips Builders, inc.

By: Vernon Phillips
Its: President

ketv\ms\procov.wpd

STATE OF ALABAMA
LAUDERDALE COUNTY
I CERTIFY THAT
INS-54-01-00000000

JUN 29 9 25 AM '00

Dwight Phillips
JUDGE OF COURSE