

STATE OF ALABAMA ◊

LAUDERDALE COUNTY ◊

PROTECTIVE COVENANTS

The undersigned, F.R. Stovall and Mattie L. Stovall, owners of all the property embraced in that subdivision shown on the map and plat prepared by Robert W. Gass, Civil Engineer, known and designated as ROSE PARK, located in Lauderdale County, Alabama, and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in New Plat Book No. 3, Page 7, described as follows, to-wit:

The Southwest Quarter of Southwest Quarter of Section 23, Township 2 South, Range 11 West, except therefrom ten acres evenly off the North side thereof, also except the right-of-way for L. & N. Railroad, being 100 feet in width across said tract, also except a plot of 1/2 acre in the form of a square as resurveyed by Fenn family for a graveyard and a right of ingress and egress thereto.

AND

A tract or parcel of land lying in the Northwest Quarter of Section 26, Township 2, Range 11 West, described as: Beginning at the Northwest corner of said Section 26; thence East 1,320 feet; thence South 415.8 feet; thence West 1,320 feet; thence North 415.8 feet to the point of beginning; containing 12.6 acres more or less, excepting therefrom a right-of-way for a road across the north side,

hereby imposes on all the residential lots (except commercial property listed as Lots 1 and 2, Block A, fronting on Chisholm Highway as shown on said recorded plat) of the above described property, the following covenants and building restrictions:

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 (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns, 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 sa

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.

In validation 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.

1. All lots in the subdivision are for residential use only, and not more than one residence shall be erected on any lot. No structures shall be erected, altered, placed or permitted to remain on any residential building plot 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 and other outbuildings incidental to residential use of the lot.

(a.) No structure shall be erected, altered, placed or permitted to remain on any residential plot having an exterior siding of asbestos shingle exceeding an area of more than 25% of any exterior wall.

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

3. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence, except that servants may reside in a garage or outbuilding.

4. FLOOR AREA OF MAIN STRUCTURES. Lots 2 and 3 in Block 4, and Lots 15, 16, 17, 18, 19, 1 and 2 in Block 5; Lots 1 through 11 in Block 3 shall have not less than 1,500 square feet of livable floor area, exclusive of carports and porches. Lots 10 through 14, Block 5, and Lots 4 through 11, Block 4, and Lots 1 through 11, Block 2; Lots 3 through 6, Block 1 shall have not less than 1,200 square feet of livable floor area, exclusive of carports and porches. All other lots shall have not less than 900 square feet of livable floor area, exclusive of carports and porches.

5. Perpetual easements are reserved for utility installation and maintenance, as shown on said recorded plat.

6. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 8 feet to any side street line. No building shall be located nearer than 8 feet to an interior lot line, except that a minimum 4 foot side yard shall be required for a garage or other permitted accessory building located 30 feet or more from the minimum building set-back line. No dwelling shall be located on any interior lot nearer than 35 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.

7. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 75 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 9,000 square feet.

8. The architectural control committee is composed of F.T. Stovall, Florence, Alabama; Mattie L. Stovall, Florence, Alabama; and Leroy Stovall, 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. 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. (See Paragraph 15.)

9. PROCEDURE. 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.

10. 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 during the construction and sales period.

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

12. 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.

13. GARBAGE AND REFUSE DISPOSAL. 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, and shall be of the underground type.

14. SIGHT DISTANCE AT INTERSECTIONS. 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 the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply to 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 of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.

15. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plat showing the location of the structure 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 nearer to any street than the minimum building set-back lines unless similarly approved. Approval shall be as provided in Paragraph 9 above.

IN WITNESS WHEREOF, F.R. Stovall, and wife, Mattie L. Stovall, owners of the above described tract and subdivision, has hereunto affixed his hand and seal, on this 5th day of June, 1956.

S/ F.R. Stovall (SEAL)
F.R. Stovall

S/ Mattie L. Stovall (SEAL)
Mattie L. Stovall

Acknowledged in General Code Form by F.R. Stovall, before Hilda M. Darby, Notary Public for Lauderdale County, Alabama, on June 5, 1956. Seal.

Acknowledged in General Code Form by Mattie L. Stovall, before Arnold Teks, Notary Public for Lauderdale County, Alabama, on June 5, 1956. Seal.

Filed, June 5, 1956.

Recorded, Book 581, Page 289-294.