

THE STATE OF ALABAMA

COUNTY OF LAUDERDALE

PROTECTIVE COVENANTS FOR SHILOH HEIGHTS SUBDIVISION

The undersigned, L. Royce Kretzer and Clara L. Kretzer, the owners of all of the property in that tract known as "SHILOH HEIGHTS SUBDIVISION", as the same appears of record in the office of the Judge of Probate of Lauderdale County, Alabama, in New Plat Book No. 3, Page 169, do hereby impose on all of the lots contained therein the following covenants and building restrictions.

These covenants shall run with the land, and shall be binding on all parties and all persons claiming under them until January 1, 1986. Thereafter said covenants shall be automatically extended for successive periods of ten years each, unless, by a vote of the majority of the then owners of the lots contained in said subdivision, it is agreed to change said covenants in whole or in part.

If anyone owning property in said subdivision shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in said Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any covenant, for the purpose of preventing any violation hereof, or to recover damages 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.

1. All lots in the subdivision are for single family residential use only, and no more than one residence may be placed on any one lot.

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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. No hogs, chickens or other domestic animals may be raised or kept on any lot. No pit toilets shall be allowed, and all sanitary facilities shall be of a type approved by the local health department.

3. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on any lot shall be used, at any time, for a residence, temporarily, or permanently, nor shall any structure of a temporary character be used as a residence.

4. Perpetual easements are reserved for utility installation and maintenance as shown on the recorded plat.

5. BUILDING LOCATION. No building shall be located nearer than eight feet to an interior lot line, except that a minimum five foot side yard shall be required for a garage or any accessory building, so long as said garage or accessory building is located on the rear half of a lot. For the purpose of this covenant, eaves, steps and open porches should not be considered as part of the building; provided, however, that this shall not be construed to permit any portion of the building on the lot to encroach upon another lot. The foregoing provisions shall not be construed to prohibit one or more lots from being used as one building site. No building shall be located closer than 30 feet from the front lot line and closer than 25 feet from any side street line. No building shall be located on any lot or tract containing less than 20,000 square feet.

6. No building shall be permitted on any lot at a cost of **less** than \$12,500.00, based upon cost levels prevailing on the date of these covenants, it being the intention and purpose of this covenant to assure

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that all buildings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date of these covenants, at the minimum cost stated herein for the minimum permitted dwelling site. The ground floor area of the main structure, exclusive of one story porches and garages, shall be not less than one thousand two hundred fifty (1,250) square feet for a one-story dwelling nor less than one thousand (1,000) square feet for a dwelling of more than one story.

7. No house shall be constructed on any lot in said subdivision, nor shall any outbuilding or retaining wall be so constructed, the exterior covering of which is concrete or cinder block, asbestos siding, stucco, tar paper, or any substance not in keeping with a first-class residential area.

IN WITNESS WHEREOF, We have hereunto set our hands and affixed our seals at Florence, Alabama, on this 21st day of December, 1961.

/s/ L. Royce Kretzer (Seal)
L. Royce Kretzer

/s/ Clara L. Kretzer (Seal)
Clara L. Kretzer

Acknowledged in General Code Form by L. Royce Kretzer and wife, Clara L. Kretzer, before E.L. Colebeck, a Notary Public for Lauderdale County, Alabama on December 21, 1961.

Filed, December 21, 1961 at 2:18 P.M.

Recorded, Book 745, Page 261-263