

7220

PROTECTIVE COVENANTS

The undersigned being all of the owners of and the holders of any right, title or interest therein of all the property embraced in that subdivision shown on the map and plat known and designated as SUGARLEAF SUBDIVISION, Addition One, consisting only of 25 lots which are numbered, located in Lauderdale County, Alabama, and recorded in the office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 5, Page 622, hereby impose on said subdivision and all the same numbered lots, the following covenants and building restrictions.

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 or any other person owning any real property situated in the restricted part of said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these covenants by judgment or Court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

1. The property shall be used only for residential purposes.
2. No structure other than one-family dwellings and appurtenant garages and outbuildings shall be erected, placed or permitted to remain on said property not in keeping with such purposes, and one-family dwellings shall not exceed two and one-half stories in height, except as hereinafter provided and under no circumstances will any tent, shack, trailer, mobile home, basement or any other type similar structure be allowed or permitted to remain on said property. Provided however, no garage, barn or other outbuildings shall be erected or constructed without first prior approval of the plan and specifications of said improvement by the Architectural Control Committee.
3. All dwellings constructed upon said property shall be of permanent residence type, and any one-story dwellings shall have a square footage area of at least 900 square feet, and any two-story dwelling shall have a square footage area of at least 1,500 feet, exclusive of basements, outbuildings, carports, garages, terraces, porches and the like.
4. No building structure shall be located on any lot nearer than 8 feet to the side lot line nor on any lot nearer the front lot line than 30 feet nor nearer than 20 feet to any side street line.

5. No tractor-trailer type or any combination thereof shall be allowed to be parked within said subdivision.
6. No business of any kind or trade, or other commercial enterprise or noxious or offensive activity, shall be engaged in or carried on upon the property, nor shall anything be done therefore which may become any annoyance, danger or nuisance to the neighborhood, including the discharge of guns, air or any kind.
7. No animals or livestock of any kind shall be raised, bred or kept on said premises, except that dogs, or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose. No property owner shall keep or maintain any pet or animal that has vicious propensities, or becomes a nuisance to the neighborhood. Neither shall any owner have a garden except on the rear one-half of each lot.
8. The street frontage of said property shall be maintained clean and neat at all times and no noxious or offensive conditions shall be continued thereon or thereabouts and said property shall be kept mowed as needed. The property shall not 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 and containers for storage or disposal of such material shall be kept in a clean and sanitary condition. It is expressly required that before erection of any residence, toilet and sewage facilities, as well as any other improvements or construction shall at all times meet the minimum health and sanitation specifications as required by the Public Health Authority of the municipal, county and state government.
9. If the parties hereto, or any of them, or their heir or assigns or successors, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons, corporation, or corporations, or any other legal entity owning any real property covered by these covenants, to prosecute any proceedings at law or equity against the persons or other party or entity violating or attempting to violate any such covenants, and either to prevent him or them or such entity from doing, or to recover damages for such violation.
10. The use of concrete block, composition or asphalt exterior siding, sheets, shingles, or asbestos siding on any building or structure is expressly prohibited, except where written approval is obtained from the Architectural Control Committee.

11. (a) The Architectural Control Committee is composed of Bennett Wilson, Kenneth Augustin and Larry Augustin. The committee may designate a sole representative to act for them. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. neith the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

(b) The committee's approval or disapproval as required in these covenants shall be in writing. In the event the Comm.ittee, or its designated representative, fails to approve or disapprove within 30 days after plans specifications have been submitted to it, or in the 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.

12. 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 2, 3 or 4 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 before a Notary Public.

13. Only one dwelling house may be constructed on any one lot.

14. The covenants and restrictions hereinabove enumerated shall be covenants running with the land.

IN WITNESS WHEREOF, the undersigned parties hereto have set their hands and seals on this 12 day of JULY, 1984.

R C F PROPERTIES, INC.

BY: Larry Augustin
 Larry Augustin, Its President

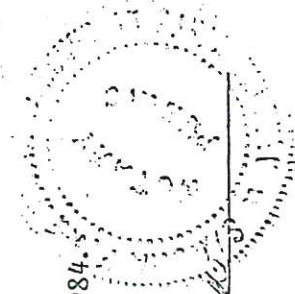
ATTEST:

Bennett W. Wilson

STATE OF ALABAMA
LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify taht Larry Augustin, whose name as President of RCF Properties, Inc., a corporation 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my ahnd and official seal, this 12 day of June, 1984.



Sandra F. Newman
Notary Public

STATE OF ALABAMA,
LAUDERDALE COUNTY, PROBATE COURT
I hereby certify that the foregoing instrument was
filed to record in this office on JUNE 18, 1984
12:56 o'clock and duly recorded in Volume 278-81
Page 600
JCS# Tax \$-----MIG. Tax -----Fee 6.00

William Blumson Judge of Probate