

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF
THORNTON ADDITIONS NO. 3
AND PROPOSED THORNTON ADDITION NO. 4

STATE OF ALABAMA

013763

FICHE 95-214 FRAME 17

COUNTY OF LAUDERDALE

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
was made on this 1st day of July, 1995, by **DOROTHY T. TAYLOR**
and husband, **BOB TAYLOR**, hereinafter "DECLARANTS" being the
owners of all property hereinafter described.

WITNESSETH:

WHEREAS, Declarants are the owners of real property situated
in Lauderdale County, Alabama, being more particularly described
as follows:

THORNTON ADDITIONS NUMBERED 3 according to the map
thereof recorded in the Office of the Judge of Probate,
Lauderdale County, Alabama, in Plat Book 3, Page 109,

AND:

That part of the Southwest 1/4 of Section 20, Township
3 South, Range 7 West, Lauderdale County, Alabama,
described as follows:

Commencing at F.V.A. Monument #128; thence South
88°23'43" East a distance of 665.79 feet to a point;
thence on a bearing of South a distance of 213.53 feet
to an iron pin, and the point of beginning; thence
North 51°34'19" East a distance of 1156.34 feet to an
iron pin; thence North 75°40'20" East a distance of
215.82 feet to an iron pin on the Westerly Right-of-Way
of an unnamed paved County Road; thence South 2°23'31"
West along said Right-of-Way, a distance of 263.19 feet
to an iron pin on the Northwardly Right-of-Way of
County Road 91; thence S. 44°23'00" West, along said
Right-of-Way a distance of 191.78 feet to a point;
thence South 51°34'19" West along said Right-of-Way, a
distance of 923.01 feet to an iron pin; thence North
38°25'41" West a distance of 220.00 feet to the point
of beginning. Said tract containing 6.16 acres more or
less, as surveyed by Ben Mullins of Mullins Surveying &
Mapping, Reg. 14118 dated 1/30/95.

WHEREAS, Declarants intend to sell the above described
property to individuals having similar interests and desires, and
Declarants wish to restrict property usage in accordance with a
Common Plan designed to preserve the value and residential
qualities of the land, for the benefit of future owners;

NOW THEREFORE, Declarants declare the real property shall be
held, transferred, encumbered, used, sold, conveyed, leased, and

Map of State, Lauderdale County, Alabama, etc.

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occupied subject to the covenants and restrictions set forth below, expressly and exclusively for the use and benefit of the property, and of each and every person or entity who now or in the future owns any portion or portions of said real property.

1. Land use and Building Type No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot, other than one detached single family dwelling, not to exceed two stories in height, and accessory buildings, such as a garage, workshop, or storage building not to be any larger than 900 square feet.

2. Dwelling Cost, Quality, and Size No more than one (1) dwelling and two (2) outbuildings shall be erected on any lot. All buildings shall be of a quality of workmanship and materials substantially the same or better than that produced within Lauderdale County on the date these covenants are recorded. The ground floor of main structures, exclusive of open porches and garages, shall be not less than 900 square feet, and no structure shall be constructed having a total living area of less than 1500 square feet, exclusive of porches, carports, garages, and other open areas.

3. Building Location No buildings shall be located nearer than 60 feet from the street.

A. No building shall be located nearer than 10 feet to an interior lot line. Eaves, steps, and open porches shall not be considered a part of a building, provided, however, that no portion of a building on a lot may encroach upon another lot, unless the adjoining lot has the same owner.

B. Nothing in these restrictions shall prohibit an individual from owning adjoining lots, nor a portion of adjoining lot for the purpose of providing a larger building lot. Should this be the case, any setback lines and restrictions under the terms of these restrictions shall be interpreted to reflect the lot lines as shown by ownership rather than by plat.

Lauderdale County, Georgia, 30652, etc.

However, these restrictions shall not apply to an open-sided shelter.

FILE 95-34 FRAME 19

4. ~~Easements~~. Easements for installation and maintenance of utilities and drainage facilities may be reserved as shown on the recorded subdivision plat. No structures, plants or other materials may damage or interfere with the installation and maintenance of utilities or water-flow. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of said lot, except for those improvements for which a public authority or utility company is responsible. Such easements may be vacated with the approval of the appropriate utilities and governing bodies, as provided by law.

5. ~~Nuisance~~. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done on the lot that may become an annoyance or nuisance to the neighborhood.

6. ~~Temporary Structures~~. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuildings shall be used at any time as a residence, either temporarily or permanently. No mobile homes, trailers, prefabricated homes or other completed or partially completed structures which would be transferred to the property on wheels or axles shall be permitted to be placed or erected on the property.

7. No party shall store nor maintain any disabled, partially dismantled, wrecked, damaged, or junked vehicle, or any type of vehicle which is non-operating upon public streets.

8. ~~Livestock and Poultry~~. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot(s). Dogs, cats, or other household pets, may be kept provided they are not being kept, bred, or maintained for any commercial purpose nor that they create an annoyance or nuisance to the neighborhood.

9. ~~Garbage and Refuse Disposal~~. No lot shall be used as a dumping ground for rubbish. Trash, garbage or other waste shall

not be kept except in sanitary containers outside of the right of the roadway. All equipment for the storage or disposal of garbage and refuse shall be kept in a clean and sanitary condition.

9-34 FRANZ 20-
FICHE

10. Construction Plan Approval. No building shall be erected or altered on any lot until the construction plans have been approved with the Architectural Control Committee as to the quality of workmanship and materials, harmony of external designs with existing structures, and location with respect to topography features.

No structures nor buildings shall be constructed with a flat-type roof line. All roofs shall be of gable or hip design and must have an angle of not less than 30°.

11. Architectural Control Committee. The Architectural

Control Committee is composed of three individuals, being:

NAME:

ADDRESS:

BOGE TAYLOR

Route 3, Box 135,
Rogersville, AL 35652

DOROTHY TAYLOR

Route 3, Box 135,
Rogersville, AL 35652

PETALIS LOVE

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member, the remaining members shall have full authority to designate a successor. A member may resign by giving written notice to the other members. Resignation is effective on the date notice is delivered. 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 current record owners of a majority of the subdivision lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to change or restore to it any of its powers or duties.

12. Committee Procedures. Committee's approval or disapproval as required in these covenants shall be in writing. If the Committee fails to approve or disapprove any plans or

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NOT REVISION, C. in

specifications within thirty (30) days after construction has been commenced prior to completion. approval will not be required and these covenants shall be deemed to have been fully complied with.

13. **TERM** These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date of recording of these protective covenants. These covenants shall be automatically extended for successive periods of ten (10) years unless owners of 60 percent of the subdivision lots sign and record an instrument revoking or altering these covenants in whole or in part.

At any time during the terms of this protective covenants, by the owners of not less than 60 percent of the subdivision lots shall have the authority to alter or modify these covenants in whole or in part in writing. However, no modification shall be permitted to create a retro-active violation.

14. **Enforcement of Covenants** Enforcement shall be by proceedings in law or in equity, either to restrain a violation or recover damages, against any person or persons violating or attempting to violate any such covenant.

Actions to enforce these covenants may be maintained by any individual having an ownership interest in property in said subdivision affected by these covenants. Any individual or parties determined to be violating or attempting to violate these covenants shall be required to pay the costs, legal expenses, and attorneys' fees of the parties enforcing the terms of this covenant.

15. **Severability** Invalidation of any one of these covenants by a judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, Declarants have executed this
Declaration of Covenants, Conditions and Restrictions, on the day
and year first above written.

FIGHE 93-24 FRAME 22

DECLARANTS:

Hugh Kaylor
HUGH KAYLOR

Dorothy Taylor
DOROTHY TAYLOR

Sworn and subscribed to before me this 27 day July, 1995.

Dwain G. [Signature]
Notary Public
My Commission Expires: 3-20-98

STATE OF ALABAMA
LAUDERDALE COUNTY
I CERTIFY THIS
INSTR WAS FILED
Jul 31 3 27 PM '95
Dwain G. [Signature]
JUDGE OF PROBATE

STATE OF ALABAMA
LAUDERDALE COUNTY

015067

AMENDMENT AND RATIFICATION
OF PROTECTIVE COVENANTS

FICHE 958 FRAME 60

WITNESSETH: This instrument made and executed by the undersigned and herein named parties on this the 21 day of August, 1995.

WHEREAS, Dorothy T. Kaylor and husband, Hugh Kaylor did on the 28th day of July, 1995, execute and record the Declaration of Covenants, Conditions and Restrictions of Thornton Addition No. 3 and Proposed Thornton Addition No. 4 Subdivisions in the Office of the Judge of Probate of Lauderdale County, Alabama, the same being recorded on Fiche 95-314, Frames 17-22 of said Probate Office and covering the property therein described, all of which is located in Lauderdale County, Alabama, and

WHEREAS, the said Dorothy T. Kaylor and husband, Hugh Kaylor had an equity in said property, but were not the sole record owners of the same, and

WHEREAS, it the mutual desire of all the undersigned parties concerned that said covenants be ratified and amended

NOW THEREFORE, the parties hereto mutually agree as follows:

1. That the said Phyllis Love, Terry Bobbitt, Emma Bobbitt, Willa W. Vial, David R. Vial, Sue E. Vial, do hereby confirm and adopt the same as if they had joined in and signed the original of record, those certain covenants, conditions and restrictions of Thornton Addition No. 3 and proposed Thornton Addition No. 4, dated July 28, 1995 and filed for record in the Office of the Judge of Probate, Lauderdale County, Alabama, on Fiche 95-314, Frames 17-22; and

2. Paragraph 2, Page 2, shall be amended to read as follows:

Dwelling, Cost, Quality and Size: No more than one dwelling and two (2) outbuildings shall be erected on any lot. All buildings shall be of a quality of workmanship and materials substantially the same or better than that produced within Lauderdale County on the date these covenants are recorded. The ground floor of main structures, exclusive of open porches and garages, shall be not less than 900 square feet, and no structure shall be constructed having a total living area of less than 1300 square feet, exclusive of porches, carports, garages, and other open areas.

WHEREAS, the said Dorothy T. Kaylor and husband, Hugh Kaylor do hereby ratify, confirm an re-adopt the aforesaid covenants, conditions and restriction of Thornton Addition No. 3 and proposed Thornton Addition No. 4.

IN WITNESS WHEREOF, the said Dorothy T. Kaylor and husband, Hugh Kaylor, Phyllis Love, Terry Bobbitt, Emma Bobbitt, Willa W. Vial, David R. Vial, Sue E. Vial, have hereunto set their hands and seals on the day and year first above written.

Dorothy T. Kaylor
Dorothy T. Kaylor

Hugh Kaylor
Hugh Kaylor

Phyllis Love
Phyllis Love

Terry Bobbitt
Terry Bobbitt

Emma Bobbitt
Emma Bobbitt

Willa W. Vial
Willa W. Vial

David R. Vial
David R. Vial

Sue E. Vial
Sue E. Vial

STATE OF ALABAMA
LAUDERDALE COUNTY

I, the undersigned authority, Notary Public in and for the State and County aforesaid, do hereby certify that **DOROTHY KAYLOR**, whose name is signed to the foregoing amendment and ratification, and who is known to me, acknowledged before me on this day that, being informed of the contents of said amendment and ratification, she executed the same voluntarily on the day the same bears date.

GIVEN under my hand this the 12 day of August, 1995.

[Signature]
Notary Public
My Commission Expires: _____

STATE OF ALABAMA
LAUDERDALE COUNTY

FIGHE 95-35 FRAME 12

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

GIVEN under my hand this the 12 day of August, 1995.

Judy H. Holland
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, do hereby certify that **PHYLLIS LOVE**, whose name is signed to the foregoing amendment and ratification, and who is known to me, acknowledged before me on this day that, being informed of the contents of said amendment and ratification, she executed the same voluntarily on the day the same bears date.

GIVEN under my hand this the 18 day of August, 1995.

Judy H. Holland
Notary Public
My Commission Expires: _____
NOTARY PUBLIC STATE OF ALABAMA
MY COMMISSION EXPIRES MAR 27 1995
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA
LAUDERDALE COUNTY

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

GIVEN under my hand this the 24 day of August, 1995.

Judy H. Holland
Notary Public
My Commission Expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES MAR 27 1995
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA
LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for the State and County aforesaid, do hereby certify that **EMMA**

FICHE 13-36 FRAME 63
RUBBITT, whose name is signed to the foregoing amendment and ratification, and who is known to me, acknowledged before me on this day that, being informed of the contents of said amendment and ratification, she executed the same voluntarily on the day the same bears date.

GIVEN under my hand this the 21 day of August, 1995.

[Signature]
Notary Public
My Commission Expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: MAR. 21, 1997
BONDED THROUGH STATE BAR EXAMINATION

STATE OF Alabama
COUNTY OF Lauderdale

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

GIVEN under my hand this the 24 day of August, 1995.

[Signature]
Notary Public
My Commission Expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: MAR. 27, 1997
BONDED THROUGH STATE BAR EXAMINATION

STATE OF Georgia
COUNTY OF Bulloch

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

GIVEN under my hand this the 15th day of August, 1995.

[Signature]
Notary Public
My Commission Expires: _____

Notary Public, Bulloch County, Georgia
My Commission Expires December 1, 1997

STATE OF Georgia
COUNTY OF Bulloch

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

GIVEN under my hand this the 15th day of August, 1995.

[Signature]
Notary Public
My Commission Expires: _____

Notary Public, Bulloch County, Georgia
My Commission Expires December 1, 1997