

STATE OF ALABAMA
LAUDERDALE COUNTY

PROTECTIVE COVENANTS

THE undersigned Lloyd Townsley and wife, Lucille Townsley, and A.W. Darby, being all of the owners or mortgagees of all the property embraced in that subdivision shown on the map and plat and known and designated as "TOWNSLEY SHADY RIDGE HOMES SUBDIVISION", 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 at Page 63, hereby impose on all the lots provided in said plat the following covenants and 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 ten (10) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for a successive period 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 person or persons owning any real property situated in said subdivision to prosecute any proceedings in 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 nowise affect any of the other provisions which shall remain in full force and effect.

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on said lot or combination of lots other than family dwellings and appurtenant garages and accessory out-buildings.

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2. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently.

3. No business or trade of any nature which would call for the coming and going of the public shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

4. A perpetual easement, as shown on the recorded plat, is reserved for utility installations and their maintenance.

5. All dwellings or other structures shall be built of high quality materials and in a skilled and workmanlike manner and in keeping with structures usually found in high class subdivisions.

6. The ground floor area of the main structure, exclusive of open porches and garages, shall not be less than 1,000 square feet. No dwelling shall be erected or placed on any lot having an area of less than 12,000 square feet.

7. No building shall be located on any lot nearer than 10 feet to an interior lot line or to any side street line. No building facing Danley Road shall be located on any lot nearer than 60 feet to the front lot line, and no building shall be located on any other lot nearer than 50 feet from the front lot line.

IN WITNESS WHEREOF, we have hereunto affixed our hands and seals, on this 15th day of Aug., 1958.

/s/ Lloyd Townsley (SEAL)
Lloyd Townsley
/s/ Lucille Townsley (SEAL)
Lucille Townsley
/s/ A.W. Darby (SEAL)
A.W. Darby

Acknowledged in General Code Form by Lloyd Townsley and wife, Lucille Townsley, and A.W. Darby, before Finettie Rees, Notary Public for Lauderdale County, Alabama, on August 15, 1958.

Filed, August 15, 1958.
Recorded, Book 636, Pages 366-68.