

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being all of the owners of and all parties having any right, title or interest in that certain subdivision known and designated as Village Oaks, a subdivision located in Lauderdale County, Alabama, as the same appears of record in the office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 5, Page 34 (the legal description thereof being hereby adopted by reference), hereby impose upon all of the residential lots of the aforesaid subdivision, according to the plat thereof, the following covenants and restrictions:

I

All lots in said subdivision shall be used for residential purposes only; and no structure other than one-family dwellings and appurtenant garages and outbuildings shall be erected, placed on or permitted to remain on any residential building lot or combination of lots not in keeping with such purposes, and one-family dwellings shall not exceed two and one-half stories in height.

II

All dwellings constructed upon said property shall be of permanent residence type, and if a one-story dwelling shall have a square footage area of at least 1000 square feet and any two-story dwelling shall have a square footage area of at least 1500 square feet, exclusive of basements, out-buildings, carports, garages, terraces, porches and the like.

III

All buildings constructed upon said property shall be of conventional or customary structural materials, e. g., frame, brick or wooden materials customarily used in the construction of a permanent dwelling; and all structures shall be of a permanent

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nature, no structure of corrugated metal or the like, of temporary nature, being permitted or allowed. All structures shall be painted and finished in the customary manner. Any deviation from such requirements must be submitted to the Architectural Committee, hereinafter designated, or their successors, and may only be allowed or permitted by permission granted in writing from such Committee.

IV

No basement, tent, shack, garage, barn or other out-building erected on any lot in said subdivision shall at any time be used as a residence, temporary or permanent, nor shall any trailer, bus body, or like structure be parked upon or erected upon said property or used as a residence, temporary or permanent, nor shall any residence of a temporary character be permitted, with regard to construction or structure involved.

V

No business of any kind or trade, or other commercial enterprise or noxious or offensive activity, shall be engaged in or carried on upon any lot, or on said property, nor shall anything be done thereon which may be or become an annoyance, danger, or a nuisance to the neighborhood, including the discharge of guns, air or any kind.

VI

No animals or livestock of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. No owner shall keep or maintain any pet or animal that has vicious propensities, or that becomes a nuisance to the neighborhood.

VII

No privy, outhouse, or other building, intended to be or used as an open or pit toilet shall be allowed; and all toilet facilities and sewage disposal, including wash and waste water, shall be by septic tank of approved construction in conformity

with the regulations of the Health Department of Lauderdale County, Alabama.

VIII

The street frontage of all lots shall be maintained clean and neat at all times and no noxious or offensive conditions shall be continued thereon or thereabouts. No lot shall 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 the storage or disposal of such material shall be kept in a clean and sanitary condition. It is expressly required that before the erection of any residence all 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 governments.

IX

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

X

No sign of any kind shall be displayed to public view on any lot except one professional sign of not more than 2 square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales.

XI

No building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 25 feet to any side street line. No building shall be located nearer than 8 feet to an interior lot line. No dwelling shall be located on any

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interior lot nearer than 30 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.

XII

No person shall alter or change any open water course, except that a clean fill may be placed in such manner that a natural water course is not altered or blocked by said fill, provided that no damage shall result to any adjacent property owner.

XIII

The "Architectural Control Committee" for such subdivision shall consist of Ray Holt and Ruth Holt, both of Florence, Alabama. A majority of the committee may designate a representative to act for it or cast any vote. Any vote on any question presented to the Committee may be presented orally in any Committee meeting or in writing whether or not such party may be present at any such meeting. The members of such Committee shall serve until they shall resign, or be removed by death, and the remaining member shall have full authority to designate a successor in such case.

The Architectural Control Committee shall have full power and authority to waive any provisions contained in these covenants and further shall have full power and authority to waive, alter or amend any building set-back line contained on the recorded plat of said subdivision by executing a recorded instrument stating the waiver and duly recorded in the Office of the Judge of Probate of Lauderdale County, Alabama.

XIV

At any time, the then record owners of three-fourths of the lots in said subdivision shall have the power through a duly recorded written instrument to change the membership of the "Architectural Control Committee" or to withdraw from the Committee or restore to it any of its powers and duties. The "Architectural Control Committee" shall be vested with authority and power to pass upon, by approval or disapproval, any changes in the architectural requirements for any structure as designated

in these protective covenants. Any desired deviation or changes shall be presented to the "Architectural Committee" in writing, and the approval or disapproval as required in these covenants: by such Committee shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty 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.

XV

Any change or deviation from any of the protective covenants herein stated, other than those covenants which deal with the type of structure or quality of the structure allowed may be waived in a single instance, by an instrument in writing duly executed by the then record owners of three-fourths of the lots in said subdivision, such instrument being acknowledged according to law and duly recorded in the Office of the Judge of Probate of Lauderdale County, Alabama. Any permanent changes in any of the provisions of the protective covenants herewith filed may be made by an instrument in writing, clearly indicating such intention, duly executed by the then record owners of three-fourths of the lots in said subdivision, said instrument being duly acknowledged according to law and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama.

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 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years; unless an instrument in writing, executed as aforesaid, changing or abandoning said covenants has been recorded, as aforesaid.

XVI

No fence shall be constructed nearer the street than the rear line of the dwelling. No towers or antennas shall be erected nearer the street than the rear line of the dwelling.

XVII

If the parties hereto, or any of them or their heirs 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 in equity against the person or persons or other parties or entities violating or attempting to violate any such covenant, and either to prevent him or them or such entity from so doing, or to recover damages for such violation.

XVIII

Invalidation of any one of these covenants or any group of them by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, hereby adopt, ratify and confirm the foregoing, by hereunto setting their hands and affixing their seals this 14 day of Sept, 1978.

Ray Holt (SEAL)
Ray Holt

Ruth Holt (SEAL)
Ruth Holt

STATE OF ALABAMA
LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said County and State aforesaid, hereby certify that Ray Holt and Ruth Holt whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 14 day of Sept, 1978.

Merle Earl Shelack
NOTARY PUBLIC

This Instrument Prepared by:
Harold G. Peck
Attorney at Law
Florence, Alabama

STATE OF ALABAMA,
LAUDERDALE COUNTY, PROBATE COURT
I hereby certify that the foregoing Instrument was
filed in record in this office on Nov. 10, 1978
at 7:49 A.M. and duly recorded in Vol. 1142 p. 911-11
Deed Tax \$..... Mig. Tax..... Fee 9.00

VOL 1142 PAGE 911

William B. Blum Judge of Probate

3014

This instrument prepared by
Brant Young, Attorney
Florence, Alabama

STATE OF ALABAMA)
LAUDERDALE COUNTY)

WAIVER OF PROTECTIVE COVENANTS

WHEREAS, the Protective Covenants for the subdivision known as Village Oaks (the plat of which subdivision is recorded in the office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 5 at Page 34) are recorded in the office of the Judge of Probate of Lauderdale County, Alabama, in Volume 1142 beginning at page 906.

WHEREAS, the protective covenants for Village Oaks provide that the architectural control committee may waive any provision contained in the protective covenants, specifically including any building setback lines.

WHEREAS, the architectural control committee is composed of Ray Holt and Ruth Holt.

NOW, THEREFORE, in consideration of the premises, the undersigned Ray Holt and Ruth Holt as members of said architectural control committee, by unanimous vote, and being all of such committee and all voting, do hereby waive the breach of the protective covenant as to the building setback line along the east side of Lot Number 13 in Village Oaks which protective covenant provides that no building shall be located on any lot nearer than 25 feet to any side street line.

This 27 day of May, 1986:

Ray Holt
Ray Holt
Ruth Holt
Ruth Holt
Architectural Control Committee

Lot 13 only

5.00 Rec