

STATE OF ALABAMA ]

2528

LAUDERDALE COUNTY ]

1040

PROTECTIVE COVENANTS

FOR

VILLAGE PINES - ADDITION 1

The undersigned, McCravy Auto Sales, Inc., a corporation, being the Owners of the property embraced in the subdivision shown on the map and plat prepared by John H. Christopher, Registered Surveyor, known and designated as VILLAGE PINES ADDITION 1, located in the East one-half of the Northeast 1/4 of Section 32, Township 2 South, Range 10 West, Lauderdale County, Alabama, in Plat Book 5 Page 159, hereby impose on all the lots provided in said plat the following covenants and building restrictions:

I

No structure of any kind shall be build on said property until the plans and plot plan for same have been approved by the "Architectural Control Committee", which approval shall not be reasonably withheld.

18.00

15.00

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FICHE 86-0257 FRAME D10

FICHE 89-0248 FRAME D10

### III

All dwellings constructed upon said property shall be of a permanent residential type. Manufactured or prefabricated buildings may be constructed with the specific approval of the Architectural Control Committee. All dwellings must have a finished living area, exclusive of basements, outbuildings, carports, garages, terraces, porches and the like, of at least 1,300 square feet if a one story house, and 1,000 square feet if a one and one-half or two story house. All dwellings must have a carport or garage.

### IV

(a) The use of asbestos, composition or asphalt exterior siding is expressly prohibited, except that asbestos shingles may be used in the gables or roof. Further, the use of "perma-stone" or similar material is expressly prohibited. When concrete block is used for foundations, it must be covered with concrete or plaster. All driveways of said subdivision shall be of hard surface such as concrete, asphalt, or brick.

(b) No building structure shall be located on any lot nearer than eight (8) feet to either side lot line. The front building setback line shall be no nearer than thirty (30) feet to the front property line. No building in said subdivision shall be located on any lot nearer the rear lot line than twenty-five (25) feet.

(c) Before the commencement of the construction of any building upon any lot, the plans, specifications and a plot plan therefor shall be submitted for approval by the Architectural Control Committee, showing the location of the building on said lot. For the purpose of this covenant,

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caves, steps and open porches shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Where the phrase "lot line" is used herein, the same shall be construed to mean the property ownership line if the context so indicates.

V

No basement, tent, shack, garage, barn, or other outbuilding erected on any lot in said subdivision shall at any time be used as a residence, temporary or permanent, nor shall any truck, trailer, bus body, mobile home, camper or like structure be parked upon or in the street abutting, 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. No sheds, storerooms or the like will be permitted on any lot except with the written approval of the Architectural Control Committee.

VI

No fences shall be placed on any lot except upon written approval of the Architectural Control Committee, and no fence shall in any event be allowed within fifty (50) feet of the front property line, except that in the case of corner lots, no fence in any event may be constructed closer to the front property line than the minimum building setback line.

VII

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No lot may be used for agricultural purposes, except that a private vegetable garden may be maintained on the rear one-third of each lot.

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FICHE 86-0257 FRAME D012

FICHE 87-0248 FRAME D012

VIII

No business or trade of any kind 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 become an annoyance, danger or a nuisance to the neighborhood.

IX

The street frontage of all lots shall be maintained clean, neat and free of undergrowth at all times and no noxious or offensive conditions shall be continued thereon. 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 for the storage or disposal of such material shall be kept in a clean and sanitary condition.

X

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.

XI

No sign of any kind shall be displayed in public view on any lot, except one professional sign of not more than two (2) square feet, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

## XII

Perpetual easements are reserved for utility installation and maintenance as set forth on said recorded plat.

## XIII

The Architectural Control Committee for this subdivision shall consist of John E. Jones, Jimmy M. McCravy and Martha H. Jones. 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 such meeting. The members of such Committee shall serve until they shall resign or be removed by death, and the remaining members or member shall have full authority to designate a successor or successors in any such case.

## XIV

(a) At any time, the then record owners of two-thirds of the lots in said subdivision shall have the power, through a duly acknowledged instrument, to amend or abolish these covenants or to change the membership of the Architectural Control Committee, or to withdraw from the Committee or restore to it any of its powers or duties.

(b) The Architectural Control Committee shall be vested with authority and power to pass upon, by approval or disapproval, any changes in these protective covenants. Any desired deviation or change shall be presented to the Architectural Control 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 within thirty days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the proposed con-

FICHE 86-0257 FRAME D014

FICHE 87-0248 FRAME D014

struction has been commenced prior to the substantial completion of construction, approval will not be required and the related covenants shall be deemed to have been fully complied with. The term "record owner" shall not include mortgagees or lien holders.

XV

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 III and IV 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 of the Committee before a Notary Public.

XVI

(a) 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 forty (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless at any time hereafter an instrument, in writing, executed as aforesaid changing or abandoning said covenants, shall have been recorded as aforesaid.

(b) If the parties hereto or any of them, or their heirs, assigns or successors, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or firm owning any real property covered by these covenants to prosecute any proceeding at law or in equity against the person or persons who are the parties to the same.

STATE OF ALABAMA  
LAUDERDALE COUNTY  
NOTARY PUBLIC  
ALVIN G. JENKINS  
DEC 4 1986  
10:55 AM

STATE OF ALABAMA,  
LAUDERDALE COUNTY, PRIVATE COURTESY  
I hereby certify that the foregoing instrument was  
filed to record in this office on Dec 4, 1986  
at 10:55 AM o'clock and duly recorded in Fiche  
86-0257 Frame D009-D014 Deed Tax  
\$ 15.00 Mtg. Tax      Fee 15.00

7/11/86

or attempting to violate any such covenant, and either to prevent such violations or to recover damages for the same.

(c) Invalidation of any one of these covenants by judgment or Court shall in no way affect any of the provisions which shall remain in full force and effect.

WITNESS the hand and seal of the undersigned on this 4<sup>th</sup> day of December, 1986.

McCRAVY AUTO SALES, INC.

By: Jimmy M. McCravy  
Its President

ATTEST:

Jimmy S. Fields  
Its Secretary

STATE OF ALABAMA

LAUDERDALE County

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that Jimmy M. McCravy, whose name as President of McCravy Auto Sales, 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 this instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 4<sup>th</sup> day of December, 1986.

Carleen Patterson  
Notary Public



STATE OF ALABAMA  
LAUDERDALE COUNTY

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STATE OF ALABAMA,  
LAUDERDALE COUNTY, PROBATE COURT  
I hereby certify that the foregoing instrument was  
filed to record in this office on Oct. 28, 1987  
at 3:06 PM and duly recorded in Ficho  
87-0248 from D009-E001 Deed Tax  
\$ 18.00  
Fee 18.00  
William Beltrami Judge of Probate