

THE STATE OF ALABAMA X
COUNTY OF LAUDERDALE X

PROTECTIVE COVENANTS FOR RE-SURVEY OF:
WALDRIDGE SUBDIVISION, FLORENCE, ALA.

The undersigned, Joe D. Walden and Jimmie Jay George Walden, his wife, being the owners and all the parties having any right, title or interest in all of the property embraced in the subdivision shown on the map and plat prepared by James E. Hall, Surveyor, known and designated as Re-Survey of Waldridge Subdivision, Florence, Ala., located in Lauderdale County, Alabama, and recorded in the office of the Judge of Probate of Lauderdale county, Alabama, in Plat Book Four Page 112 hereby impose on all of the lots provided in the following covenants and building restrictions:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until 1991, at which time said covenants shall be automatically extended for successive periods of ten 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.

Invalidation of any one of these covenants by judgment or court order shall in nowise effect any of the other provisions which shall remain in full force and effect.

(1) All lots in said subdivision shall be used for residential purposes only, and no structure, other than one (1) family dwellings, appurtenant garages or outbuildings, shall be erected, placed or permitted to remain on any lot or combination of lots not in keeping with such purposes, and under no circumstances shall any outside toilets, barns or other unsanitary conditions be permitted to remain on any of the lots of said subdivision.

(2) All dwellings constructed upon said property shall be of a permanent residence type and shall have a living area of at least 1600 square feet, exclusive of basements, permissible outbuildings, carports, garages, terraces, porches and the like. No shell type or pre-fabricated home shall be allowed. All dwellings constructed shall be constructed of one-half of the exterior in brick or stone and with the appurtenant outbuildings in the same material.

(3) No basement, tent, shack, garage or mobile home or permitted outbuilding erected on any lot in said subdivision shall be at any time used as a residence, either temporary or permanent.

(4) No building shall be located on any lot nearer to the front lot line or nearer to the back lot line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 30 feet to any back lot line. No building shall be located nearer than 8 feet to an interior lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered to permit any portion of a building, on a lot to encroach upon another lot.

(5) No dwelling shall be erected or placed on any lot having an area of less than 14,000 square feet.

(6) All clothes lines placed upon said lots shall be placed so as not to be visible from the street.

(7) 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.

(8) No business of any kind, trade, commercial enterprise or obnoxious or offensive activity, shall be engaged in or carried on upon any lot on said property, nor shall anything be done thereon which may be or become an annoyance, danger or nuisance to the neighborhood.

(9) The street frontage of all lots shall be maintained clean and neat 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 for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(10) 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.

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

(12) Any permanent changes to or variance from any of the provisions of the protective covenants filed herewith 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, and said instrument being duly acknowledged according to law and recorded in the office of the Judge of Probate of Lauderdale County, Alabama.

(13) 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 proceeding at law or in equity against the person or persons or other party or entity violating or attempting to violate any such covenant, and either to prevent him or them from such entity from doing, or to recover damages for such violation.

IN WITNESS WHEREOF, the parties have hereunto set
their hands and seals, on this 2nd day of June, 1971.

signed Joe D. Walden (SEAL)
Joe D. Walden

signed Jimmie Jay George Walden (SEAL)
Jimmie Jay George Walden

THE 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 Joe D.
Walden and wife, Jimmie Jay George Walden, whose names are
signed to the foregoing instrument, and who are known to me,
acknowledged before me 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 2nd day of June
1971.

Knox Longshore
Notary Public

Filed: June 2, 1971

Recorded in Book 1012, Pages 131 & 133.