

STATE OF ALABAMA X

LAUDERDALE COUNTY X 7322

PROTECTIVE COVENANTS

WHEREAS, the undersigned, Barry S. Willis and wife, Susan H. Willis, and Robert L. Potts and wife, Irene J. Potts, are the owners of the tract of land located in Lauderdale County, Alabama, and being more particularly described on Exhibit "A" which is attached hereto and made a part hereof.

WHEREAS, the above named parties are willing and desirous of impressing the hereinafter stated covenants, conditions, restrictions and reservations on each of the above described tracts, and

WHEREAS, the parties hereto contemplate selling off tracts of land out of the above described property to members of the public for a valuable consideration, having size of more than five acres,

NOW, THEREFORE, in consideration of the parties hereto mutually agreeing to impress the following covenants, conditions, restrictions, and reservations on each of the above described tracts of land and in further consideration of the sum of One Dollar (\$1.00) cash in hand paid by the parties hereto one to the other, the receipt whereof is hereby acknowledged, the undersigned owners hereby impress and impose the following covenants, conditions, restrictions, and reservations on each of the above described tracts of land:

1. All tracts covered by these covenants as above described shall be used only as residential or agricultural lots; provided, however, any tract of land so sold may be re-divided to constitute more than one residential lot; provided further no residential lot shall have an area less than 2½ acres, and shall front a street, road or highway with a frontage of at least 150 feet. This shall not prevent portions of two adjacent tracts

used to result in attaining a residential or agricultural lot; provided, however, the minimum area and frontage requirements are maintained.

2. No structure other than one-family dwellings and appurtenant garages and outbuildings shall be erected, placed or permitted to remain on any residential building lot or agricultural 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, except as hereinafter provided and under no circumstances will any tent, shack, trailer, mobile home, basement or any other type of similar structure be allowed or permitted to remain on said lot. Provided, however, no garage, barn or other outbuilding shall be erected or constructed without the first prior approval of the plans and specifications of said improvement by the Architectural Control Committee.

3. 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 1500 square feet and any two-story dwelling shall have a square footage area of at least 2,000 square feet, exclusive of basements, outbuildings, carports, garages, terraces, porches and the like, unless prior approval of lesser square footage is obtained from the Agricultural Control Committee.

4. 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 therefore which may be or become an annoyance, danger, or a nuisance to the neighborhood.

5. 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. The owners may also keep horses, ponies, cows,

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and calves, and shall be allowed to erect stables and barns for the care and maintenance of same; provided, however, the erection of such barns and stables shall be subject to the control of the Architectural Control Committee, provided, however, the barn or stable provided for horses, ponies, cows and calves must be at least seventy-five (75) feet from the nearest lot line. No owner shall keep or maintain any pet or animal that has vicious propensities, or that becomes a nuisance to the neighborhood.

6. 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 any applicable municipal, county and state governments.

7. No sign of any kind shall be displayed in public view on any lot except one professionally prepared sign advertising the property for sale, or rent, or signs used by a builder or owner to advertise the property during the construction and sale thereof, except as approved by the Architectural Control Committee.

8. No building shall be located on any lot nearer than 75 feet to the front lot line, or nearer than 30 feet to any side street line. No building shall be located nearer than 25 feet to an interior lot line. No dwelling shall be located on

any interior lot nearer than 25 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, provided, however, nothing in this covenant shall be construed to waive the requirement of covenant number five (5) that provides that each outbuilding used by horses, ponies, cows and calves must be at least 75 feet from the nearest lot line.

9. 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 persons or other party or entity violating or attempting to violate any such covenant, and either to prevent him or them or such entity from doing, or to recover damages for such violation.

10. The use of concrete blocks, composition or asphalt exterior siding, sheets, shingles, or asbestos siding on any building or structure is expressly prohibited, except where written approval is obtained from the Architectural Control Committee.

11. (a) The Architectural Control Committee is composed of Barry S. Willis, Susan H. Willis, Robert L. Potts and Irene J. Potts. A majority of the committee may designate a representative to act for them. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

(b) The committee's approval or disapproval as required in these covenants shall be in writing. In the event the

any interior lot nearer than 25 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, provided, however, nothing in this covenant shall be construed to waive the requirement of covenant number five (5) that provides that each outbuilding used by horses, ponies, cows and calves must be at least 75 feet from the nearest lot line.

9. 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 persons or other party or entity violating or attempting to violate any such covenant, and either to prevent him or them or such entity from doing, or to recover damages for such violation.

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(b) The committee's approval or disapproval as required in these covenants shall be in writing. In the event the

committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced within 30 days of the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

13. No interference whatsoever with any of the streams, branches or creeks shall be allowed and no person whatever may divert, alter, dam, pollute, or contaminate any stream, branch or creek that serves the property covered by these covenants and any material inference by any property owner of any stream, branch or creek or any attempt to divert, dam or pollute the same shall be subject to injunctive relief and damages.

IN WITNESS WHEREOF, the undersigned hereby adopt, ratify and confirm the foregoing by hereunto setting their hands and affixing their seals this 19th day of July, 1976.

Barry S. Willis (SEAL)
Barry S. Willis

Susan H. Willis (SEAL)
Susan H. Willis

Robert L. Potts (SEAL)
Robert L. Potts

Irene J. Potts (SEAL)
Irene J. Potts

Acknowledged in General Code Form by all signators before Pat W. Kyle, Notary Public for Lauderdale County, Alabama on July 19, 1976.