

STATE OF ALABAMA

COUNTY OF LAUDERDALE

3317

FICHE 90-0005 FRAME E013

PROTECTIVE COVENANTS

The undersigned, being all the owners of and all parties having any right, title or interest in that certain subdivision shown and designated on the map or plat prepared by Syd Alexander, Registered Surveyor, known and designated as

WHEELER HILLS

and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 6 on Page 55, hereby impose upon all of the lots of aforesaid subdivision, according to the plat thereof, the following covenants and restrictions:

I.

(a) All lots in said subdivision shall be used for single-family residential purposes. No structure other than single-family dwellings and appurtenant garages and other out-buildings, shall be erected or be permitted to remain on any lot or combination of lots.

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

(c) No commerce of any nature whatever shall be carried on upon the property.

II.

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, ~~out-buildings, carports, garages, terraces,~~ porches and the like, of at least 1500 square feet if one story and at least 1200 square feet for the ground level if

two story. All dwellings must have a carport or garage and must have either concrete or asphalt drives.

III.

(a) The use of asbestos, composition or asphalt exterior siding is expressly prohibited, provided however, that certain composition exterior siding may be used if approved by the Architectural Control Committee. 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.

(b) No building structure shall be located on any lot nearer than 40 feet to the front lot line or 15 feet to either side lot line. No building in said subdivision shall be located on any lot nearer than 25 feet to the rear lot line, or nearer than 25 feet to any side street line. Before the construction is started on any building upon any lot, the plans, specifications and a plot plat 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 covenants, eaves, 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 someone owns and builds upon 2 or more lots.

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 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, storehouses or the like

will be permitted on any lot except with the written approval of the Architectural Control Committee.

V.

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. All dogs will either remain confined inside or under fence and will be on a leash if they are not on the owner's lot.

VI.

No 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 any annoyance, danger or a nuisance to the neighborhood.

VII.

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, which shall be kept in a clean and sanitary condition.

VIII.

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

IX.

No sign of any kind shall be displayed in public view on any lot except one professional sign of not more than two square feet, one sign of not more than five 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.

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

All telephone and electrical distribution facilities shall be underground.

No shrubs, flowers or trees may be planted in and no fence or permanent structure of any kind may be built within the fifteen foot easement labeled for public utilities and street use on the subdivision plat.

XI.

The Architectural Control Committee for such subdivision shall consist of G. D. Belue, Linda Belue and Paula Henson, all of Lauderdale County, 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 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.

XII.

(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, 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 proposed construction 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.

XIII.

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 II and III 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.

XIV.

(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 40 years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of ten 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 proceedings at law or in equity against the person or persons, or other parties or entities,

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violating 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 effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has hereunto caused these presents to be executed on this the 18th day of December, 1989.

Gaythan D. Belue
Gaythan D. Belue

Linda L. Belue
Linda L. Belue

STATE OF ALABAMA
COUNTY OF LAUDERDALE

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that GAYTHAN D. BELUE AND LINDA L. BELUE, 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 the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 18th day of December, 1989.

[Signature]
Notary Public



STATE OF ALABAMA
LAUDERDALE COUNTY, PROBATE COURT
I hereby certify that the foregoing instrument was filed to record in this office on Dec. 8, 1990 at 11:39 AM o'clock and duly recorded in FICHE 90-0005 Frame F013-F004 Dand Tax \$ — Mig. Tax — Fee 16.00
William L. Stanley Judge of Probate

STATE OF ALABAMA
LAUDERDALE COUNTY
RECORDED BY THIS
OFFICE
JAN 9 11 39 AM '90
BOOK _____
PAGE _____
JUDGE _____
MITCHELL
FIRST FEDERAL
BUILDING
SUITE 300
FLORENCE
ALABAMA