

WILKES PARK SUBDIVISION

STATE OF ALABAMA
LAUDERDALE COUNTY

I, the undersigned James E. Hall, a Registered professional Land Surveyor in the State of Alabama, hereby certify that I have surveyed that certain tract of land shown on the annexed plat and designated as "WILKES PARK SUBDIVISION", I have subdivision said tract into lots, showing the Streets and Easements therein, the width and location of each Street and Easement, the required street data and names, the length and angle of each lot line, as well as a number for each lot, and I further certify that said Plat is a true and correct plat of said subdivision as each corner was surveyed and placed, and that said Plat shows the proper relationship to the U.S. Government survey of Public Lands in the State of Alabama.

GIVEN my hand and L.S. Seal this the 12th day of January, 1970.

James E. Hall
James E. Hall, Surveyor
Alabama Reg. No. 4701

STATE OF ALABAMA
COLBERT COUNTY

We, the undersigned James C. Wilkes and wife, Leona N. Wilkes, owners of the property platted hereon and designated as "Wilkes Park Subdivision" do hereby accept and expressly adopt said plat as the Official record of same, and in consideration of the respective benefits to accrue to us, our successors or assigns, we do hereby grant and convey to the City of Florence, Alabama, its successors or assigns, the following; the Streets and easements shown hereon for Public Ways, Utilities, and Drainage, together with such privileges necessary for the installation and maintenance of any utility, including the right to cut or clear trees or parts thereof, that may endanger any utility line. Easements are to be 10 feet wide along each side and rear lot line, unless shown wider on the annexed plat, but won't apply to interior lot lines when a structure is to be built on more than one lot, unless a utility or drainage line has been installed in said easement. Anchor easements are to be 4 feet in width and 30 feet in length and located as shown on said plat.

GIVEN our hands this the 22nd day of January, 1970.

James C. Wilkes Leona N. Wilkes
James C. Wilkes, Owner Leona N. Wilkes

STATE OF ALABAMA
COLBERT COUNTY

I, The undersigned, a Notary Public in and for said State and County, hereby certify that James C. Wilkes and wife, Leona N. Wilkes, as owners of the property platted hereon, and James E. Hall, as surveyor of said property, whose names are signed to the foregoing instruments, and who are known to me, acknowledged before me on this day, that being informed of the contents of said instruments, they as owners and surveyor of said property, executed the same voluntarily on the day the same bears date.

GIVEN my hand and seal this the 22nd day of January, 1970.

My commission expires: Ralph H. Hall
NOTARY PUBLIC

November 9, 1970.

STATE OF ALABAMA
LAUDERDALE COUNTY

I, Hayden M. Hargett, City Engineer of the City of Florence, Alabama,

hereby certify that all improvements have been installed in accord with the regulations and the action of the City planning commission in giving tentative approval of the General subdivision plan, or that a bond, certified check, or other satisfactory security has been posted which is available to the City of Florence, and in sufficient amount to assure such completion of all required improvements; and I hereby approve the annexed subdivision plat for recording this the 26th day of January, 1970.

Hayden M. Hargett
Hayden M. Hargett
City Engineer
Ala. Reg. No. 1278

STATE OF ALABAMA
LAUDERDALE COUNTY

Approved for recording by the planning commission of the City of Florence, Alabama, this the 24th day of Feb., 1970.

ATTEST:

Secretary

Roy S. Stevens
Chairman

STATE OF ALABAMA
LAUDERDALE COUNTY

Approved for recording by the Lauderdale County, Alabama Health Department this the 26th day of January, 1970.

County Sanitarian

STATE OF ALABAMA
LAUDERDALE COUNTY

Approved for recording by the City Commission of Florence, Alabama, This the 26th day of February, 1970.

ATTEST:

James E. Wilson
James E. Wilson, Clerk

William E. Batson
William E. Batson, Mayor

STATE OF ALABAMA
LAUDERDALE COUNTY

I, Estes R. Flynt, Judge of Probate of said County in said State, hereby certify that the annexed plat of "Wilkes Park Subdivision" was filed in this office for recording, and was duly recorded in Plat Book 4, Page No. 101, on this 26th day of Feb., 1970.

Estes R. Flynt,
Estes R. Flynt, Judge of Probate

GENERAL NOTES:

1. Easements to be as setforth in the "Owners Certificate" hereon, and as indicated on the above plat.
2. Minimum building setback line from any street line is 30 feet.
3. Minimum clearance from any side lot line to be 10 feet.
4. Plat to have City of Florence "R-1" zoning regulations.
5. City of Florence Building permits and inspections are required on each structure.
6. Lauderdale Health Department permits and field inspections are required on each septic tank installed.
7. Recorded Protective covenants to further regulate this subdivision.

STATE OF ALABAMA

LAUDERDALE COUNTY

WHEREAS, the undersigned are the sole owners of all the property situated in that certain subdivision in Lauderdale County, Alabama, known and designated as WILKES PARK SUBDIVISION, as the same appears of record in Plat Book 4, at page 101 in the Office of the Judge of Probate of Lauderdale County, Alabama, and,

WHEREAS, the undersigned being the owners of all of the lots in said subdivision above described desire to impose the hereinafter building restrictions, protective covenants and agreements upon all the lots in said subdivision above designated for the benefit of the present owners and their heirs and assigns.

NOW THEREOFRE, We, the undersigned, being the owners of all the lots contained in the said subdivision designated as WILKES PARK SUBDIVISION, for and in consideration of the premises and of the mutual benefits of the creation of the protective covenants and restrictions hereinafter set forth, do hereby impose the hereinafter listed restrictions, protective covenants and agreements, running with all of the said lots in said subdivision, which restrictions, protective covenants and agreements are as follows:

1. The residential area covenants hereinafter set forth, in their entirety, shall apply to the entire subdivision known and designated as WILKES PARK SUBDIVISION. Certain restrictions, conditions, and easements are shown in the recorded plat referred to above and shall be adhered to.

2. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than on detached single family dwelling not to exceed two and one half stories in height and a private garage for not more than two cars.

3. DWELLING SIZE AND QUALITY. No dwelling shall be permitted on any lot with less than 1200 square feet of liveable floor space (porches, stoops, garages and carports are not to be considered liveable floor area), such space to be figured from the exterior line of the dwelling except that where the dwelling is a split level, or multi-level structure, the main level or ground floor shall be at least 1000 square feet.

(Next Page)

At least sixty per cent (60%) of the structure shall be of brick or stone masonry exterior, except where a multi-level or split level structure is built, in which case the main level or ground floor must be at least 60% brick or stone masonry construction, and the remaining levels may not be of imitation stone or brick siding, nor of asbestos or composition exterior.

4. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

5. TEMPORARY STRUCTURES. No structure of a temporary character, trailer basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

6. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one 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.

7. OIL AND MINING OPERATIONS. 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.

8. LIVESTOCK AND POULTRY. 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.

9. GARRAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish, Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

10. SIGHT DISTANCE AT INTERSECTION. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

11. TERM. These covenants are to run with the land shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

12. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant right to restrain violation or to recover damages.

13. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, We have hereunto set out hands and seals on this the 26th day of Feb., 1970.

/s/ James C. Wilkes

/s/ Leona N. Wilkes

Acknowledged in General Code form by James C. Wilkes and wife, Leona N. Wilkes, before Donald R. Wasiner, a Notary Public for Colbert County, State of Alabama, this the 26th day of Feb., 1970.
(SEAL)

Filed: Feb. 26, 1970

Recorded: Book 987, page 518-20