

Inst. Prepared by Sam H. Robison, P. O. Box 876, Florence, Alabama

STATE OF ALABAMA

LAUDERDALE COUNTY 6760

PROTECTIVE COVENANTS

The undersigned being all the owners of and the holders of any right, title or interest therein of all the property embraced in that subdivision shown on the map and plat prepared by William A. White, Engineer, known and designated as Creekwood Subdivision, consisting only of 99 lots which are numbered, located in Lauderdale County, Alabama, and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 4 at Page 121, hereby impose on all the said numbered lots, except lots numbered 1, 47 and 48 and that unnumbered tract in the Southwest corner, which are expressly excluded herefrom, 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 for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods for ten (10) years, unless, by vote of a majority of the then record owners of the restricted lots, it is agreed to change said covenants in whole or in part. The term "Record Owners" shall not include mortgagees.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person owning any real property situated in the restricted part of said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

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.

1. All lots in the subdivision covered and restricted hereby are for residential use only, and not more than one residence shall be erected on any lot except that one residence may be built on a part of one lot or a part of one lot and a part of another lot, all as hereinafter provided. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling not to exceed two and one half stories in height, excluding the basement, and a private garage and other buildings incidental to residential use of the lot except that one residence may be built on one lot and a part of another in order to make the lot for the residence larger.

2. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood or disturb the peace.

3. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No gardens other than flower gardens will be allowed without approval of the Architectural Control Committee.

4. No dwelling shall be permitted on any residential building plot in said subdivision having a ground floor livable area, exclusive of porches, terraces, basement, garages and carport, of less than 1500 square feet for one story dwellings and 1200 square feet at the first floor level for dwellings of more than one story.

No residence shall be permitted the use of asbestos shingles except on the roof and no artificial stone shall be permitted on the building exterior. Natural cut stone shall be permitted.

No carports or garages facing the street shall be permitted unless they have a floor surface width greater than 19 feet. All driveways in said subdivision shall be of hard surface material, such as concrete, asphalt, brick, etc.

5. Perpetual easements are reserved for utility installation and maintenance, as shown on said recorded plat.

6. BUILDING LOCATION: No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 8 feet to any side lot line. For the purposes of this covenant, eaves and steps shall not be considered as a 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.

7. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than 75 feet at the minimum building set-back line, nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet.

8. The Architectural Control Committee is composed of William A. White, Wayne Fritts, and Hillard Matthews. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining member or members shall have full authority to

designate a successor. At any time, the then record owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the Committee or to withdraw from the Committee or restore it to any of its powers and duties.

9. ARCHITECTURAL CONTROL: No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plat showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with the grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer than 40 feet to any street without approval of the Architectural Control Committee.

10. PROCEDURE: 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 thirty (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 prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

11. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than five (5) square feet advertising the property during the construction and sales period.

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

13. 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 commercial purposes. Not more than two dogs may be kept on any lot.

14. 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.

15. All utility lines, including power, telephone and TV cable, shall be placed underground, including the lines servicing each individual dwelling, and no over-head utility lines shall be permitted in the subdivision.

IN WITNESS WHEREOF, the undersigned parties hereto have hereunto set their hands and seals on this 26th day of

July, 1972.

LAUDERDALE DEVELOPMENT CORPORATION

By: Walter Matthews  
Its President

ATTEST:  
Wayne Frutts  
Its Secretary

Joseph J. P. Thompson (SEAL)  
Joseph J. P. Thompson

Edith C. Thompson (SEAL)  
Edith C. Thompson

THE FIRST NATIONAL BANK OF FLORENCE, FLORENCE, ALABAMA

By: Walter  
Vice President

ATTEST:  
Walter  
Its Secretary



STATE OF ALABAMA  
LAUDERDALE COUNTY

I, William M Stewart, a Notary Public in and for said county in said state, hereby certify that Harold Matthews, whose name as President of Lauderdale Development Corporation, 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 the 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 27 day of July, 1972.

William M Stewart  
Notary Public

STATE OF ALABAMA  
LAUDERDALE COUNTY

I, William M Stewart, a Notary Public in and for said county in said state, hereby certify that Joseph D. P. Thompson and wife Edith C. Thompson, 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 27 day of July, 1972.

William M Stewart  
Notary Public

STATE OF ALABAMA  
LAUDERDALE COUNTY

I, Kathleen J. Donoghue, a Notary Public in and for said county in said state, hereby certify that George C. Donoghue, whose name as Vice President of The First National Bank of Florence, Florence, Alabama, a national banking 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 the 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 26th day of July, 1972.

Kathleen J. Donoghue  
Notary Public

STATE OF ALABAMA, LAUDERDALE COUNTY

I hereby certify that the foregoing instrument was filed in my office for record on July 27, 1972 at 4:07 o'clock P. M. and duly recorded in Vol. 1045 Page 171-76. I hereby certify that the Mortgage Tax to amount of \$        and the Deed Tax amount of \$        have been paid on this instrument.

William M Stewart  
JUDGE OF PROBATE