

STATE OF ALABAMA X

LAUDERDALE COUNTY X

PROTECTIVE COVENANTS

WHEREAS, the undersigned, Bobby H. Mitchell and wife, Betty L. Mitchell, and John W. Attkisson and wife, Marjorie H. Attkisson, 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 an average size of approximately five (5) acres,

NOW, THEREOFRE, 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 lots; provided, however, any tract of land so sold my be re-divided to constitute more than

one residential lot; provided further no residential lot shall have an area less than $2\frac{1}{2}$ 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 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 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 dwelling 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.

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, including the discharge of guns, air or any kind.

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, provided they are not kept, bred or maintained for any commercial purpose. The owners may also keep horses, ponies, cows 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, in the event, any owner elects to keep any cows, horses, calves or ponies there must be at least one (1) acre, or the major fraction of an acre, for each of such animals so kept and maintained on the premises, and 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 the municipal, county and state governments.

7. 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.

8. 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.

9. No building shall be located on any lot nearer than 100 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 six (6) that provides that each outbuilding used by either horses or cows must be at least 74 feet from the nearest lot line.

10. 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.

11. The use of concrete block, 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.

12. (a) The Architectural Control Committee is composed of Bobby H. Mitchell, Betty L. Mitchell and Nelda Stephenson. 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. 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 to it any of its powers and duties.

(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 prior to 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 25 day of September, 1974.

Bobby H. Mitchell (SEAL)
Bobby H. Mitchell

Betty L. Mitchell (SEAL)
Betty L. Mitchell

John W. Attkisson (SEAL)
John W. Attkisson

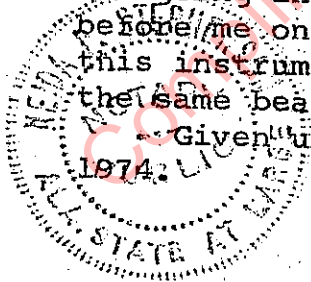
Marjorie H. Attkisson (SEAL)
Marjorie H. Attkisson

STATE OF ALABAMA X

LAUDERDALE COUNTY X

I, the undersigned, a Notary Public in and for the State and County aforesaid, hereby certify that Bobby H. Mitchell and wife, Betty L. Mitchell, 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 this instrument they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 25 day of September 1974.



Nelda Stephenson
Notary Public

STATE OF ALABAMA X

COUNTY OF JEFFERSON X

I, the undersigned, a Notary Public in and for the State and County aforesaid, hereby certify that John W. Attkisson and wife, Marjorie H. Attkisson, whose names are signed to the

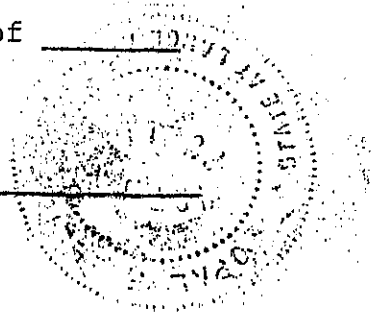
foregoing instrument, and who are known to me, acknowledge before me on this day that being informed of the contents of this instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 24 day of SEPTEMBER, 1974.

Oral F. Ellis

Notary Public

Notary Public, Alabama State at Large
My Commission Expires September 12, 1978
*Bonded by Home Indemnity Co. of N. Y.



Compliments of Alabama Land Services, Inc.

A PART OF THE WEST HALF OF SECTION 29 AND PART OF THE EAST HALF OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 9 WEST, LAUDERDALE COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGIN AT THE SW CORNER OF SAID SECTION 29 AND RUN N 86° 52' E ALONG THE SECTION LINE FOR 850 FEET; THENCE N 2° 00' W FOR 2547.5 FEET TO A POINT; THENCE S 86° 52' W FOR 77.21 FEET; THENCE N 2° 00' W FOR 2712 FEET TO THE NORTH LINE OF SAID SECTION 29; RUN THENCE S 86° 52' W ALONG THE NORTH LINE OF SECTIONS 29 AND 30 FOR 1303.6 FEET TO THE LINGERLOST ROAD, PASSING OVER THE NW CORNER OF SAID SECTION 29 AT 773.5 FEET; RUN THENCE S 10° 03' W ALONG SAID ROADWAY FOR 715.7 FEET TO A POINT IN SAID ROADWAY WHICH IS 678.5 FEET WEST OF THE EAST LINE OF SAID SECTION 30; RUN THENCE S 2° 00' E ALONG SAID LINE AND ALONG SAID ROADWAY FOR 1899.37 FEET TO A POINT; RUN THENCE N 86° 52' E FOR 29 FEET TO THE CENTERLINE OF SAID LINGERLOST ROAD; RUN THENCE ALONG SAID ROADWAY CENTERLINE AS FOLLOWS- S 2° 00' E FOR 105.4 FEET - ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 127.69 FEET FOR 157.17 FEET - S 78° 04' E FOR 243.57 FEET - S 72° 14' E FOR 236.58 FEET - S 61° 35' E FOR 220 FEET - S 51° 50' E FOR 160 FEET - S 34° 45' E FOR 160 FEET - S 2° 05' E FOR 100 FEET - S 15° 36' W FOR 131.5 FEET - S 29° 13' W FOR 258.5 FEET - S 21° 25' W FOR 335.5 FEET - S 2° 00' E FOR 1179 FEET TO THE POINT OF BEGINNING IN CENTERLINE OF SAID ROADWAY; SAID TRACT CONTAINS 135 ACRES, MORE OR LESS AND IS SUBJECT TO A PORTION OF THE RIGHT-OF-WAY FOR LINGERLOST ROAD OFF THE WESTWARDLY SAID THEREOF.

Compliments of Alabama Land Services, Inc.

STATE OF ALABAMA,
 LAUDERDALE COUNTY, PROBATE COURT
 I hereby certify that the foregoing instrument was
 presented to me in this office on Oct 3, 1974
 at 2:21 PM o'clock and duly recorded in Vol 1079 Page 333-40
 Record Tax \$ _____ Mig. Tax _____ Fee _____

William B. Duncan Judge of Probate