

STATE OF ALABAMA

LAUDERDALE COUNTY

PROTECTIVE COVENANTS

The undersigned, F.R. Stovall and wife, Mattie L. Stovall, owners of all the property embraced in that subdivision shown on the map and plat prepared by Robert W. Gass, Civil Engineer, known and designated as FOREST HILLS, located in Lauderdale County, Alabama, and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 3 at Page 56, hereby impose on all the residential lots 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 owners of the lots it is agreed to change said covenants in whole or in part.

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 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 covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one or 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 are for residential use only, except those certain commercial lots as shown on said recorded plat, and not more than one residence shall be erected on any lot. 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 stories in height, and a private garage for not more than two cars, and other out-buildings incidental to residential use of the lot.

(a) No structure shall be erected, altered, placed or permitted to remain as on any residential plot having an exterior siding of asbestos shingle exceeding an area of more than 25% of any exterior wall.

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 out-building 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, except that servants may reside in a garage or outbuilding.

4. FLOOR AREA OF MAIN STRUCTURES: Lots 1 through 4 in Block 7; all of Block 3 and Block 4; Lots 1 through 8 in Block 1; Lots 1 through 7 and 27 through 29 in Block 6 shall have not less than 1,500 square feet of inside livable area, exclusive of carports and garages. All of Block 2 and Block 5; and Lots 9 through 23 in Block 1 shall not have less than 1,200 square feet of inside livable area, exclusive of carports and garages. All other residential lots shall have not less than 1,100 square feet of inside livable area, exclusive of carports and garages.

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

5. BUILDING LOCATION: No building shall be located on any lot nearer to the front lot line nor 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 30 feet to the front lot line, or nearer than 8 feet to any side street line. No building shall be

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located nearer than 8 feet to an interior lot line, except that a minimum 4-foot side yard shall be required for a garage or other permitted accessory building located 30 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 30 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, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

7. The architectural control committee is composed of F.R. Stovall, Florence, Alabama; Mattie L. Stovall, Florence, Alabama; and Leroy Stovall, Florence, Alabama. 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 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. (See Paragraph 13.)

8. 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 not 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.

9. 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.

10. No oil drilling, oil development operations, oil refining, quarry-

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ing or mining operations of any kind shall be permitted upon or in any lot, now 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.

11. 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. No chronic barking dogs or car-chasing and barking dogs shall be kept on any lot.

12. SIGHT DISTANCE AT INTERSECTION: No fences, 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 intersections of the street lines, or as in the case of a rounded property corner from the intersection of the street property lines extended. The same line limitations shall apply to 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.

13. 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 existing structures, and as to location with respect to the topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer than 40 feet to any

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street. Approval shall be as provided in Paragraph 8 above.

IN WITNESS WHEREOF, F.R. Stovall and wife, Mattie L. Stovall, owners of the above described subdivision, have hereunto affixed their hands and seals, on this 12th day of June, 1958.

/s/ F.R. Stovall (SEAL)
F.R. Stovall

/s/ Mattie L. Stovall (SEAL)
Mattie L. Stovall

STATE OF ALABAMA

LAUDERDALE COUNTY

I, Frances R. White, a Notary Public in and for the State and County aforesaid, do hereby certify that F.R. Stovall and wife, Mattie L. Stovall, 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 official seal, this 12th day of June, 1958.

/s/ Frances R. White
Notary Public

Filed: June 12, 1958.

Recorded: Book 636, Pages 79-83.

STATE OF ALABAMA

LAUDERDALE COUNTY

KNOW ALL MEN BY THESE PRESENTS: That the undersigned F.R.Stovall and wife, Mattie L. Stovall, being all of the Owners of the property in Forest Hills, a subdivision, the plat of said subdivision filed in the Office of the Judge of Probate of Lauderdale County, Alabama, in New Plat Book No. 3, at pages 56, 57 and 58, and being all of the owners in said Forest Hills affected by those certain protective covenants recorded in the Probate Office aforesaid in Book 636 at Pages 79-83, hereby amend the same by adding thereto the following Paragraph 6-A, to-wit:

6-A. All houses constructed on corner lots must be placed diagonally on the lot so as to face the point of intersection of the two streets. All houses constructed in Forest Hills must be inspected and approved by the Building Inspector of the City of Florence, Alabama, after the footings are dug and before the foundations are poured.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, on this 19th day of September, 1958.

F.R.Stovall (Seal)
F.R.Stovall

Mattie L. Stovall (Seal)
Mattie L.Stovall

Acknowledged in General Code Form by F.R.Stovall and wife Mattie L. Stovall before Julia D. Teks, a Notary Public for Lauderdale County, Alabama. This 19th day of September, 1958.

Filed, September 19, 1958 at

Recorded, Book 636, Page 545

STATE OF ALABAMA
LAUDERDALE COUNTY

KNOW ALL MEN BY THESE PRESENTS: That the undersigned F.R. Stovall and wife Mattie L. Stovall; John M. Counts Jr., and wife Patricia Ann Counts; Alvah E. Hall and wife, Mary E. Hall; Willaim A. Daniel, Jr., and wife Martha H. Daniel; Sledge Canon and wife Charlotte Canon; John W. Riley and wife, Bonnie S. Riley; Virgil L. Haddock and wife Maude F. Haddock; and Mack A. Towles and wife Mary C. Towles, being all of the owners of the property in Forest Hills a subdivision, according to the plat thereof recorded in Plat Book 3 at pages 56,57, and 58 in the Office of the Probate Judge of Lauderdale County, Alabama, affected by those certain protective covenants recorded in said Probate Office in Book 636 at Pages 79-83, hereby amend the same by substituting for the provisions contained in Paragraph 4 FLOOR AREA OF MAIN STRUCTURES, the followings provisions, to-wit: Lots 1 to 8, inclusive, Block 1, all of Block 3, All of Block 4, All of Block 6, All of Block 7, all of Block 8; all of Block 9, and all of Block 10 shall have not less than 1,500 square feet of inside livable area, exclusive of carports and garages. All other residential lots shall have not less than 1,200 square feet of inside livable area, exclusive of carports and garages.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals, at Florence, Alabama, on this the 30th day of December, 1958.

/s/ F.R. Stovall (SEAL)
F.R. Stovall

/s/ Mattie L. Stovall (SEAL)
Mattie L. Stovall

John M. Counts, Jr., (SEAL)
JOHN M. COUNTS, JR.

Patricia Ann Counts (SEAL)
PATRICIA ANN COUNTS

Alvah E. Hall (SEAL)
ALVAH E. HALL

Mary E. Hall (SEAL)
MARY E HALL

William A. Daniel, Jr (SEAL)
WILLIAM A. DANIEL, JR.

Martha H. Daneil (SEAL)
MARTHA H. DANIEL

Sledge Canon (SEAL)
SLEDGE CANON

Charlotte Canon (SEAL)
CHARLOTTE CANON

(NEXT PAGE)

PAGE #2 continued:

John W. Riley (SEAL)
JOHN W. RILEY

Bonnie S. Riley (SEAL)
BONNIE S. RILEY

Virgil L. Haddock (SEAL)
VIRGIL L. HADDOCK

Maude F. Haddock (SEAL)
MAUDE F. HADDOCK

Mack A. Towles (SEAL)
MACK A. TOWLES

Mary C. Towles (SEAL)
MARY C. TOWLES

Acknowledged in General Code Form by all Grantors before Frances R. White
a Notary Public for Lauderdale County Alabama. December 30, 1958
With Seal

Filed, January 10, 1959

Recorded, Book 654, page 531-32.

Compliments of Alabama Land Services, Inc.

STATE OF ALABAMA

LAUDERDALE COUNTY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being all the owners of the property in Forest Hills, (including mortgagees and those who have purchased lots, but haven't received conveyances) according to the plat thereof filed in Office of Judge of Probate of Lauderdale County, Alabama, in New Plat Book 3, pages 56-58, and being all the parties affected by those certain protective covenants recorded in Probate Office aforesaid in Book 636, Page 79-83, hereby amend said covenants as follows:

Paragraph 1 is amended by adding the following: This restriction shall not prohibit the sale or use of lots in the subdivision for church or religious purposes.

Paragraph 9 is amended by adding the following: This restriction shall not prohibit the displaying of usual signs for church and religious purposes on those lots used for such purposes.

IN TESTIMONY WHEREOF the undersigned have hereunto set their hands and seals on this 1st day of June, 1959.

<u>F.R. Stovall</u>	<u>Mattie Stovall</u>
F.R. Stovall	Mattie Stovall
<u>Eugene R. Carbine</u>	<u>Barbara A. Carbine</u>
Eugene R. Carbine	Barbara A. Carbine
<u>John W. Riley</u>	<u>Bonnie S. Riley</u>
John W. Riley	Bonnie S. Riley
<u>Alvah E. Hall</u>	<u>Mary E. Hall</u>
Alvah E. Hall	Mary E. Hall
<u>Virgil Haddock</u>	<u>Maude F. Haddock</u>
Virgil Haddock	Maude F. Haddock
<u>Mack A. Towles</u>	<u>Mary C. Towles</u>
Mack A. Towles	Mary C. Towles
<u>James H. Parker</u>	<u>Doris M. Parker</u>
James H. Parker	Doris M. Parker
<u>Elmer W. Givens</u>	<u>Aileen H. Givens</u>
Elmer W. Givens	Aileen H. Givens
<u>Wm. A. Daniel, Jr.</u>	<u>Martha H. Daniel</u>
William A. Daniel, Jr.	Martha H. Daniel

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John M. Counts, Jr.
John M. Counts, Jr.

Granville L. Miles
Granville L. Miles

ATTEST:
Dorothy Elledge

ATTEST:

ATTEST:
Willie B. Wilson

ATTEST:
Chas. Peery
Cashier

ATTEST:
Marjorie Belew

ATTEST:
Milka S. Duke

Charles E. Coburn
Charles E. Coburn

Thomas H. Smoot
Thomas Smoot

K.E. Griffin
K.E. Griffin

James A. Irons
James A. Irons

Harold G. Hunt
Harold G. Hunts

Charles B. Langdon
Charles B. Langdon

Robert L. Lewis
Robert L. Lewis

Patricia Ann Counts
Patricia Ann Counts

Charlene C. Miles
Charlene C. Miles

ASSOCIATES FINANCE CORPORATION,
AN INDIANA CORPORATION
By: T.T. Crawford, Mgr.

STATE NATIONAL BANK OF DECATUR,
FLORENCE, ALABAMA
BY: _____

SHEFFIELD FEDERAL SAVINGS AND
LOAN ASSOCIATION
By Sarah V. Wilson
Its President

THE FIRST NATIONAL BANK OF FLORENCE,
FLORENCE, ALABAMA
BY: W.H. Mitchell
Its President

John M. Counts, Sr.
John M. Counts, Sr.

BANK OF LEXINGTON, LEXINGTON,
ALABAMA
By Chas. P. McMeans, Pres.

BOARD OF WATER AND SEWER COMMISS^o
IONERS OF THE CITY OF FLORENCE,
ALABAMA
BY: Grady R. Williams
Vice Chrm.

LaVerne Coburn
LaVerne Coburn

Margaret W. Smoot
Margaret W. Smoot

Barbara Griffin
Barbara Griffin

Winona L. Irons
Winona L. Irons

Evelyn S. Hunt
Evelyn S. Hunt

A. Burnell Langdon
A. Burnell Langdon

Billie D. Lewis
Billie D. Lewis

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Clint B. Simpson, Jr.
Baint B. Simpson, Jr.

Earl Anderson
Earl Anderson

Fred Wilson
Fred Wilson

B. Edward Glover
B. Edward Glover

R.S. Canon
R. S. Canon

L.M. Huff
L.M. Huff

Charles M. Beckham
Charles M. Beckham

Eugene W. McMeans
Eugene W. McMeans

Archie B. Harrison
Archie B. Harrison

James E. Threet
James E. Threet

Paul J. Carlton
Paul J. Carlton

Bill T. Wynne
Bill T. Wynne

William A. Hallmark
William A. Hallmark

William A. White
William A. White

Robert L. Kephart
Robert L. Kaphart

Robert C. Willis
Robert C. Willis

Telpher B. Wilson
Telpher B. Wilson

Bettye Ann Simpson
Bettye Ann Simpson

Ressie Lee Anderson
Ressie Lee Anderson

Helen Jean Wilson
Helen Jean Wilson

Christine E. Glover
Christine E. Glover

Charlotte W. Canon
Charlotte W. Canon

Catherine Huff
Catherine Huff

Margaret Ann Beckham
Margaret Ann Beckham

Nellie Faye McMeans
Nellie Faye McMeans

Mary G. Harrison
Mary G. Harrison

Lucille Threet
Lucille Threet

Vera Jo Carlton
Vera Jo Carlton

Barbara Wynne
Barbara Wynne

Jean P. Hallmark
Jean P. Hallmark

Martha T. White
Martha T. White

Joan Kephart
Joan Kephart

Jodie M. Willis
Jodie M. Willis

Lorene E. Wilson
Lorene E. Wilson

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Acknowledged in General Code Form by all Grantors, before Frances R. White, Notary Public for Lauderdale County, Alabama, on June 1, 1959. (John M. Counts, Sr., does not acknowledge with rest of parties.)
Acknowledged in Code Form for Corporation by T.F. Crawford, as manager of Associates Finance Corporation, an Indiana Corporation, before Frances R. White, Notary Public for Lauderdale County, Alabama, on June 8, 1959.

Acknowledged in Code Form for Corporation by Sarah W. Wilson, as President of Sheffield Federal Savings and Loan Association, a corporation, before Frances R. White, Notary Public for Lauderdale County, Alabama, on June 10, 1959.

Acknowledged in Code Form for Corporation by W.H. Mitchell as President of The First National Bank of Florence, Alabama, a corporation, before Frances R. White, Notary Public for Lauderdale County, Alabama, on June 15, 1959.

Acknowledged in Code Form for Corporation by Chas. P. McMeans, as President of Bank of Lexington, Lexington, Alabama, a corporation, before Frances R. White, Notary Public for Lauderdale County, Alabama, on June 18, 1959.

Acknowledged in Code Form for Corporation by Grady R. Williams as Vice Chairman of Board of Water and Sewer Commissioners of the City of Florence, Alabama, before Frances R. White, Notary Public for Lauderdale County, Alabama, on June 23, 1959.

Acknowledged in General Code Form by John M. Counts, Sr., before Frances R. White, Notary Public for Lauderdale County, Alabama, on June 1, 1959.

Filed, October 2, 1959.
Recorded, Book 673, Pages 437-443.