



living finished area, exclusive of basements, outbuildings, carports, garages, terraces, porches and the like, of at least 1600 square feet. All dwellings must have a carport or garage. All dwellings from 1600 square feet to 1800 square feet of finished living floor area must have a double carport or garage of at least 20 feet width. All dwellings having over 1800 square feet of finished living floor area may have a single carport or garage.

### III

Not less than 80 per cent of the exterior of all buildings constructed on said property, other than gables, windows, doors, roofs, sills, shutters, and that portion of the dwelling located under a carport or garage, shall be of brick or stone. When specifically approved by the Architectural Control Committee, such percentage of brick or stone may be reduced to a low of 60 per cent. The use of asbestos, composition or asphalt exterior siding is expressly prohibited, except that asbestos shingles may be used in the gables or roof. Further, the use of "perma-stone" or similiar material is expressly prohibited. When concrete block is used for foundations, it must be covered with concrete or plaster. All driveways of said subdivision shall be of hard surface, such as concrete, asphalt or brick. No building structure shall be located on any lot nearer than 8 feet to the side lot line, on the carport or garage side of the residence, or nearer than 10 feet on the other side of the residence. The building set back line is as shown on the recorded plat. No building in said subdivision shall be located on any lot nearer the front lot line than 35 feet or nearer than 35 feet to the rear lot line or nearer than 25 feet to any side street line except corner lots No. 62 and 63, location restrictions for which shall be left up to the Architectural Control Committee. Before construction is started on any house upon any lot, the plot plans and house plans shall

be submitted for approval by the Architectural Control Committee showing the location of the house on said lot. 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. Where the phrase "lot line" is used herein, the same shall be construed to mean the property ownership line if the context so indicates.

## 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 trailer, bus body, or like structure be parked upon 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 fences shall be placed on any lot except upon written approval of the Architectural Control Committee and no fence shall in any event be allowed within 50 feet of the front property line except that in case of corner lots, no fence in any event may be constructed closer to the front property line than the minimum building set back line.

## VI

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.

VII

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 any annoyance, danger, or a nuisance to the neighborhood including the discharge of guns, air or any kind.

VIII

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. 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 for the storage or disposal of such material shall be kept in a clean and sanitary condition.

IX

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.

X

No sign of any kind shall be displayed in public view on any lot except one professional sign of not more than 2 square feet, one sign of not more than 5 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.

## XI.

A perpetual easement is reserved for utility installation and maintenance as set forth on said recorded plat. The granting of this easement or right of access shall not prevent the use of the area by the owner for buildings.

## XII.

The "Architectural Control Committee" for such subdivision shall consist of Byron B. Bower, Robert S. Howard, and Barney B. Welch, all of Florence, 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 shall have full authority to designate a successor in such case.

## XIII

At any time, the then record owners of three-fourths of the lots in said subdivision shall have the power through a duly sworn instrument 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. The "Architectural Control Committee" shall be vested with authority and power to pass upon, by approval or disapproval, any changes in the architectural requirements for any structure as designated 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.

X

Any change or deviation from any of the protective covenants herein stated, may be waived in a single instrument, by an instrument in writing duly executed by the then record owners of three-fourths of the lots in said subdivision, such instrument being acknowledged according to law and duly recorded in the Office of the Judge of Probate of Lauderdale County, Alabama. Any permanent changes in any of the provisions of the protective covenants herewith filed may be made by an instrument in writing clearly indicating such intention, duly executed by the then record owners of three-fourths of the lots in said subdivision, said instrument duly acknowledged according to law and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama. The term "record owners" shall not include mortgagees.

XV

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 before a Notary Public.

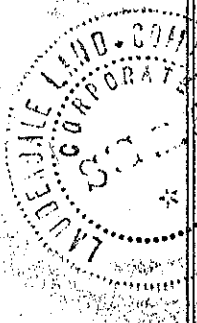
XVI

(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 of these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument in writing, executed as aforesaid, changing or abandoning said covenants has been recorded as aforesaid.

(b) 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 person or persons or other parties or entities violating or attempting to violate any such covenant, and either to prevent him or them or such entity from so doing, or to recover damages for such violations.

(c) Invalidation of any one of these covenants or any group of them 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 party hereby adopts, ratifies and confirms the foregoing by hereto setting its hand and affixing the seal of the corporation on this 14<sup>th</sup> day of January, 1966.



ATTEST:

LAUDERDALE LAND COMPANY, INC.,  
a Corporation

Robert L. Howard  
Its Secretary

BY: Byron B. Bower  
Its President

THE STATE OF ALABAMA    Ø  
  Ø  
COUNTY OF LAUDERDALE   Ø

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Byron B. Bower, whose name as President of Lauderdale Land Company, Inc., 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 the 14<sup>th</sup> day of January, 1966.

J. F. Howard  
Notary Public

STATE OF ALABAMA, LAUDERDALE COUNTY

I hereby certify that the foregoing instrument was filed in my office for record on Jan. 17, 1966 at 9:02 o'clock A.M., and duly recorded in Vol. 905 Page 20-26. I hereby certify that the Mortgage Tax to amount of \$ \_\_\_\_\_ and the Deed Tax amount of \$ \_\_\_\_\_ have been paid on this instrument.

Esther P. Howard  
CLERK OF COURTS