

STATE OF ALABAMA  
LAUDERDALE COUNTY

PROTECTIVE COVENANTS

The undersigned, Norwood Park, Inc., a corporation under the laws of the State of Alabama, owner of all the property embraced in the subdivision, shown on the map and plat prepared by Robert W. Gass, Civil Engineer, known and designed at Hickory Hills, located in Florence, Alabama, and recorded in the Office of the Probate Judge of Lauderdale County, Alabama, in Plat Book No. 3, pages 16 and 17, hereby imposes on all the lots provided in said plat 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 until January 1, 1981, at which time said covenants shall be automatically extended for successive periods of ten 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 or persons 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 of these covenants by judgement or court order shall in no wise affect 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 as shown as reserved for commercial use, and not more than one residence shall be erected on any lot except that one residence may be built on one lot and a part of another 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 and one

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half stories in height, excluding the basement, and a private garage and other outbuildings 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. And one residence may be built on parts of lots so long as the minimum front footage at the building set back line is at least 85 feet and the lot has a minimum square footage of 10,000 square feet.

2. No business or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, except lots marked for commercial use may be used for any use permitted within the General Business District of the City of Florence.

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, except that servants may reside in a garage or outbuilding. No gardens other than flower gardens will be allowed without approval of the architectural control committee.

4. DWELLING QUALITY AND SIZE. No dwelling shall be permitted on Hickory Hills Road or Hickory Hills Court having a ground floor area, exclusive of porches, terraces, basement, garages and carport, of less than 1,800 square feet. The above restriction shall also apply to all of Monticello Road, (except Lot 1 Block 4 and Lots 3 and 4 Block 2) all of Shenandoah Road from Hickory Hills Road to the North line of Lot 8 Block 1 and including Lot 13 Block 2. The above restriction shall also apply to all of Arlington Blvd. from Shenandoah Road to the South line of Lot 4 Block 4 and includes Lot 5 Block 5. The above restriction also applies to all of Fairfax Drive from the North line of Lot 18 Block 7 to Hickory Hills Road, but does not include Lot 18 Block 10. All other residences in the Subdivision, except as otherwise noted, must have a ground floor area exclusive of open porches, terraces, basements and garages and carports

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of 1,500 square feet. On Lots 1 and 2 Block 5, all of Block 3, Lots 1, 2, and 3 Block 2 and Lots 1, 2, 3, and 4 Block 1, Lots 19, 20, 21 Block 7, all of Block 11, Lots 8 through 21 Block 10 and Lots 15, 16 and 17 Block 9, shall have a minimum ground floor area exclusive of open porches, terraces, basement and garages of 1,300 square feet.

No residence shall be permitted the use of asbestos shingles except on the roof and no "perma stone" or the same thing by another name shall be permitted. Natural cut stone shall be permitted.

No carports or garages facing the street shall be permitted unless they have a 14 foot floor surface width. 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 minium building setback 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 25 feet to any side street line, except that no building shall be located nearer than 10 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 35 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. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than 85 feet at the minimum building setback line or shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet.

8. The Architect Control Committee is composed of George McBurney Florence, Alabama, B.F. Aldridge, Jr., Florence, Alabama, and Martha R. McBurney, Florence, Alabama. A majority of the committee may designate a

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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. 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 recorded 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. (See par. 15)

9. 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 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.

10. 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 foot, 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. The subdivision developers may have two large signs 30 feet x 15 feet advertising the subdivision.

11. 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, 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.

12. 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

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may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

13. GARBAGE 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.

14. SIGHT DISTANCE AT INTERSECTIONS. 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 intersections 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.

15. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structure on the lot have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot unless similarly approved. Approval shall be as provided in paragraph 9 above. //

IN WITNESS WHEREOF, Norwood Park, Inc., a corporation, has caused this instrument to be executed by its President and attested by its Secretary on this the 7 day of November, 1956.

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NORWOOD PARK, INC.

(SEAL)

BY: George W. McBurney  
Its President

ATTEST:

Leslie Dee, Jr.  
Its Secretary

Acknowledged in Code Form for Corporation, by George W. McBurney, as President of Norwood Park, Inc., a corporation, before J.D. McDonald, Notary Public for Lauderdale County, Alabama.

Filed, November 7, 1956, at 11:06 AM.

Recorded, Book 587, Page 326-30