

STATE OF ALABAMA  
LAUDERDALE COUNTY

PROTECTIVE COVENANTS  
FOR  
HOMEWOOD PARK SUBDIVISION

The undersigned Homewood Development Company, Inc., a corporation, owner of all the property embraced in that subdivision shown on the map and plat prepared by W.M. Paxton, Jr., Civil Engineer, known and designated as HOMEWOOD PARK SUBDIVISION and recorded in the office of the Judge of Probate of Lauderdale County, Alabama, in New Plat Book 2, on page 183 hereby imposes on all forty lots described in said plat the following covenants and building restrictions.

I

No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one half stories in height and a private garage for not more than two cars and other accessory structures customarily incidental to residential occupancy.

II

No trailer, basement, tent, shack, or garage, or other outbuilding erected on any lot in said subdivision shall at any time be used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence.

III

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.

IV

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of said subdivision.

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V

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

VI

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 sanitary condition.

VII

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 intersection of the street lines, or in case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitation shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

VIII

No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved in writing by an architectural control committee composed of M.I. Glazier, Barksdale Jordan and E.B. Haltom, Jr., all of Florence, Alabama, as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topograph and finish grade elevation. Any fence or wall erected, placed or altered on any lot shall be of substantial and ornamental construction, and must first be approved as to location,

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substance, and design by said architectural control committee.

The architectural control 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. 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.

The committees approval or disapproval as required in these covenants shall be in writing. In 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 not 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.

The powers and duties of such committee, and its designated representative, shall cease on and after ten (10) years from the date these covenants are recorded. Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in the subdivision and duly recorded appointing a committee, or a representative, who shall thereafter exercise the same powers previously exercised by the original committee.

#### IX

No dwelling shall be permitted on any lot with a ground floor area of the main structure, exclusive of one-story open porches and garages, of less than one thousand (1000) square feet, nor less than eight hundred (800) square feet for a dwelling of more than one story.

#### X

No building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 30 feet to any side street line,

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except that on all lots fronting on Florence Court no building shall be located nearer than twenty-five (25) feet to the front lot line.

No building shall be located nearer than 10 feet to an interior lot line. For the purpose 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.

XI

No sign of any kind shall be displayed to the public view on any lot except 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.

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 of ten (10) years unless an instrument signed by a majority of the then owners of the lots have been recorded, agreeing to change the covenants in whole or in part.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain or remove violation or to recover damages.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Homewood Development Company, Inc. has caused this instrument to be executed in its name and behalf by its President, Melvin I. Glazier, and its corporate seal to be hereunto affixed by its Secretary, both thereunto authorized, on this 23 day of September, 1955.

HOMEWOOD DEVELOPMENT COMPANY, INC.  
A Corporation  
BY: Melvin I. Glazier  
Melvin I. Glazier  
Its President

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ATTEST: E. B. Haltom, Jr. (SEAL)  
E. B. Haltom, Jr.  
Its Secretary

Acknowledged in Code Form by Melvin I. Glazier, as President of Homewood Development Company, Inc., a corporation before Marie Wright, a Notary Public for Lauderdale County, Alabama. On this the 23rd day of September, 1955.

STATE OF ALABAMA

LAUDERDALE COUNTY

KNOW ALL MEN BY THESE PRESENTS: That the First National Bank of Florence, a national banking corporation, does hereby consent to the subordination of its existing first mortgage lien on Lots 40, 1-7 inclusive, and 35-39 in said Homewood Park Subdivision to the foregoing protective covenants.

This 23 day of September, 1955.

THE FIRST NATIONAL BANK OF FLORENCE,  
a corporation

By: C. L. Haley, Jr.  
Its President

Attest: Fred Long, Cashier (Seal)

Acknowledged in Code Form by C. L. Haley, Jr., as President of The First National Bank of Florence, a national banking corporation before Jane F. Reding, a Notary Public for Lauderdale County, Alabama. This the 23rd day of September, 1955. (Seal)

Filed, September 26, 1955.

Recorded, Book 553, Pages 419-424

STATE OF ALABAMA  
LAUDERDALE COUNTY

A M E N D M E N T  
T O  
P R O T E C T I V E C O V E N A N T S  
F O R  
H O M E W O O D P A R K S U B D I V I S I O N

The undersigned Homewood Development Company, Inc., a corporation, as owner of all the property embraced in that subdivision shown on the map and plat prepared by W. M. Paxton, Jr., Civil Engineer, known and designated as HOMEWOOD PARK SUBDIVISION and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in New Plat Book No. 2 on page 183, hereby amends the protective covenants and building restrictions heretofore imposed on said subdivision by instrument dated September 23, 1955 and recorded in Volume 553, pages 419-424 in said Probate Office by withdrawing Section X (Ten), of said covenants and restrictions in its entirety, and substituting in lieu thereof the following:

"

X

No building shall be located on Lots No. 1-7, both inclusive, and Lots No. 35-40, both inclusive, nearer than twenty five (25) feet to the front lot line, or side street line, or nearer than eight (8) feet to an interior lot line.

No building shall be located on Lots No. 8-34, both inclusive, nearer than thirty (30) feet to the front lot line or side street line, or nearer than ten (10) feet to an interior lot line.

For the purpose of this covenant in construing the two preceding paragraphs of this section, 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."

IN WITNESS WHEREOF, the undersigned Homewood Development Company, Inc., has caused this instrument to be executed in its name and behalf by its President, Melvin I. Glazier, and its corporate seal to be hereunto affixed by its Secretary, both thereunto authorized, on this 18th

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day of October, 1955.

HOMEWOOD DEVELOPMENT COMPANY, INC.  
a corporation,

By: Melvin I. Glazier  
Melvin I. Glazier  
Its President

ATTEST: E. B. Haltom, Jr. (SEAL)  
E. B. Haltom, Jr.  
Its Secretary

Acknowledged in Code Form for corporation by Melvin I. Glazier, as President of Homewood Development Company, Inc., a corporation, before Marie Wright, Notary Public for Lauderdale County, Alabama. This 18 day of October, 1955. Seal.

STATE OF ALABAMA

LAUDERDALE COUNTY

KNOW ALL MEN BY THESE PRESENTS: That The First National Bank of Florence, a national banking corporation, does hereby consent to the subordination of its existing first mortgage lien on Lots 40, 1-7 inclusive, and 35-39 in said Homewood Park Subdivision to the foregoing Amendment of Protective Covenants.

This 18 day of October, 1955.

THE FIRST NATIONAL BANK OF FLORENCE,  
a corporation

By C. L. Haley, Jr.  
Its President

ATTEST: Chas. Peery (SEAL)  
Vice-President

Acknowledged in Code Form for corporation by C.L. Haley, Jr. as President of First National Bank of Florence, a national banking corporation, before Jane F. Reding, Notary Public for Lauderdale County, Alabama. This 18th day of October, 1955. Seal.

Filed, October 18, 1955 at 10:06 A.M.

Recorded, Book 553, Page 538-40.