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Prepared by: William M. Paxton, Jr. & Taska P. Haraway

PROTECTIVE COVENANTS

INDIAN SPRINGS V

WHEREAS, the undersigned are the owners of more than three-fourths (3/4) of the lots that constitute that certain subdivision known and described as Indian Springs V as the same appears on record in the office of the Judge of Probate, Lauderdale County, Alabama, Platbook 6, Pages 286, and

NOW THEREFORE, in consideration of the premises, and in order to protect the interest of all property owners, the undersigned owners hereby impress and impose the following covenants, conditions, restrictions, and reservations on the above described subdivision.

1. The tract covered by these covenants as above described shall be used only as residential lots, and no commercial, professional, or business activities, enterprises, or endeavors, whatsoever, shall be allowed in said subdivision. No structure shall be erected, altered or permitted to remain other than one dwelling not to exceed two stories in height, in addition thereto, each dwelling may have a basement, a private garage, servants quarters and other outbuildings incidental to residential use of the lot within City of Florence R-1 Requirements provided further that such owner will first obtain the written approval of the Architectural Control Committee.

2. No portion of any residence shall be nearer than 50 feet to front property line, 15 feet to side property line, and 25 feet to rear property line. On corner lots the minimum side yard setback on street shall be 30 feet. No detached garage or outbuilding shall be placed nearer to any property line than as specified above. The Architectural Control Committee may, in its discretion, in hardship

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cases where there are extenuating circumstances, allow the erection of a residence, or outbuilding nearer the front, rear, and side property lines than as set out above; provided, however, in no event shall any residence be erected in violation of the R-1 requirements as set out in the Municipal Code of the City of Florence, nor shall any residence (under any circumstances) be erected nearer than thirty (30) feet to the front property line.

3. The ground floor area of the main residence exclusive of open porches and garages shall not be less than 2,500 square feet in the case of a one story dwelling. The ground floor of the main residence exclusive of open porches and garages shall not be less than 1,750 square feet with a total of not less than 3,000 square feet of livable floor space in any two story dwelling. In order to satisfy this requirement, said minimum square feet area must be enclosed and be heated and air conditioned. The two story requirement can be satisfied with basement space, provided the same is heated and air conditioned, and provided there is written permission secured from the Architectural Control Committee.

4. No noxious or offensive trade or activity shall be conducted upon any lot, nor shall anything be done thereon that may be or become an annoyance or nuisance to the neighborhood.

5. The use of exposed concrete block, aluminum, vinyl, 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.

6. No trailer, mobile home, bus body or the like structure, tent, shack, garage, basement or permitted outbuilding placed or

erected on any lot in said subdivision shall be at any time used as a residence, either temporary or permanent, nor shall any residence of a temporary character be permitted under any circumstances, except as herein provided. The removal of wheels or the affixing or placing of any trailer, mobile home or like device or structure to a permanent foundation shall not take the use of any such trailer, mobile home or like device or structure outside the prohibition.

7. Any fence, tree house or like structures erected on any lot must have the approval of the Architectural Control Committee. Material and construction must be in such a manner so as not to obstruct the adjacent property owners' view of that portion of adjacent lots which but for said fences or structure would be visible from such adjacent lot or lots. Chain link fences or similar metallic fences are expressly prohibited.

8. 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. No owner shall keep or maintain any pet or animal that has vicious propensities, or that becomes a nuisance to the neighborhood.

9. The street and 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 all toilet and

sewage facilities 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.

10. 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.

11. No sign of any kind shall be displayed in public view on any lot except one professionally prepared 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.

12. No boat, truck, trailer or any structure or vehicle of a temporary or a mobile nature, other than a passenger automobile, motorcycle or bicycle shall be regularly parked, stored or exhibited on any lot in any manner that would be conspicuous or offensive to the neighborhood, and also such temporary structures or other vehicles must be so stored or parked either in a regularly constructed garage or other shelter, or the same are expressly prohibited to be on said property on a regular basis; provided, however, nothing in this Covenant shall be construed to alter or modify the provisions of Covenant No.6.

13. No television disk, dish, antenna shaped like a disk or dish, or any similar apparatus, device, or equipment, regardless of its size, shape, or description shall be installed, erected, maintained, or allowed to stand on any lot in the subdivision or any other property in said subdivision, it being the purpose and intent of this covenant to expressly prohibit the erection, installation, standing or maintenance of any such structure, equipment, television

disk or dish on any part of said subdivision.

14. Open carport's are expressly prohibited and all residential dwelling houses must have enclosed garages only, whose operating doors face the side lot lines of lots and expressly not the front of the houses.

15. Any permanent changes to or variance from 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 tract, said instrument being duly acknowledged according to law and recorded in the office of the Judge of Probate of Lauderdale County, Alabama.

16. 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 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.

17. No building shall be erected, placed or altered on any lot in this subdivision until the building plans, specifications, and lot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing or proposed structures in the land embraced in the subdivision, and no location of buildings with respect to topography and finished ground elevation shall be allowed without the approval of a committee

composed of Taska P. Haraway, John A. Haraway, Jean N. Paxton and William M. Paxton, Jr., or by a representative designated by said committee. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. Upon such death or resignation, the remaining members of the Committee shall select a successor within thirty (30) days thereafter. In the event said Committee, or its designated representative fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with.

Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative shall continue during the terms of these covenants. 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 this tract and duly recorded, appointing a representative or representatives who shall thereafter exercise the same power previously exercised by said committee.

Invalidation of any one of these covenants or any group of them by a judgment or court order in no way shall affect any of the other

provisions which shall remain in full force and effect.

These covenants shall expire on the 1st day of January, 2009, unless extended by written instrument executed by three-fourths (3/4) of the record owners of the lots of said subdivision.

IN WITNESS WHEREOF, the undersigned hereby adopts, ratifies and confirms the foregoing by causing this instrument to be executed by its duly authorized partners on this 22 day of June, 1998.

PAXTON-HARAWAY JOINT VENTURE

BY Taska P. Haraway  
its partner

BY William M. Paxton, Jr.  
its partner

STATE OF ALABAMA

LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that WILLIAM M. PAXTON, JR. & TASKA P. HARAWAY whose names as Partners of Paxton-Haraway Joint Venture, are signed to the Protective Covenants for Indian Springs V and who are known by me, acknowledged on this date that being informed of the contents of said Protective Covenants, have executed

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the same voluntarily on the date the same bears date. Given under my hand and seal this the 22nd day of June, 1998.

BY Danna Cr. Davis

Notary Public

Compliments of Alabama Land Services, Inc.

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LAUDERDALE COUNTY  
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Danna Cr. Davis  
JUDGE OF PROBATE