

THE STATE OF ALABAMA X

PROTECTIVE COVENANTS

COUNTY OF LAUDERDALE X

0691  
KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being all the owners of and all parties having any right, title or interest in that certain subdivision shown and designated on the map or plat prepared by James E. Christopher, Registered Surveyor, known and designated as OAK HILL SUBDIVISION, and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 5, on Page 19-19A, hereby impose upon all of the lots of the aforesaid subdivision, except Lots 1 through 13, in Block 15, and Lots 13, through 22, in Block 12, which lots shall remain unrestricted and shall not be subject to the within covenants, anything hereinafter to the contrary not withstanding, the following covenants and restrictions:

I

(a) All lots shall be used for single-family residential purposes. No structure other than single-family dwellings not exceeding two and one-half stories in height, and appurtenant garages and other outbuildings, shall be erected or be permitted to remain on any lot or combination of lots.

(b) No structure of any kind shall be built on said property until the plans and plotplan for same have been approved by the "Architectural Control Committee", which approval shall not be unreasonably withheld.

(c) The Owners of Lots adjoining the median strips as shown on said subdivision plat shall be responsible for the care and maintainance of said strips, including, but not restricted to, the mowing of grass, the weeding of flowers and other asthetic aspects of said strips. The Lots effected are Lots 1, Block 11, Lot 1, Block 1, and Lots 1 and 22, Block 7 with respect to White Oak Lane, and Lots 6,7,8,9,10 & 11, Block 15, with respect to Walnut Grove Circle.

II

All dwellings constructed upon said property shall be of a permanent residential type. Manufactured or prefabricated buildings may be constructed with the specific approval of the Architectural Control Committee. All dwellings must have a finished living area, exclusive of basements, outbuildings, carports, garages, terraces, porches and the like, of at least 1400 square feet if a one story house, and 1000 square feet if a 1 1/2 or 2 story house. All dwellings must have a carport or garage.

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(a) 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 similar 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.

(b) No building structure shall be located on any lot nearer than 8 feet to either side lot line. The building setback line is as shown on the recorded plat. No building in said subdivision shall be located on any lot nearer the rear lot line than 25 feet.

(c) Before the commencement of the construction of any building upon any lot, the plans, specifications and a plot plan therefor shall be submitted for approval by the Architectural Control Committee, showing the location of the building on said lot. For the purpose of this covenants, eaves, steps and open porches shall not be considered as 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 truck, trailer, bus body, mobile home, camper or like structure be parked upon or in the street abutting, 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 the case of corner lots, no fence in any event may be constructed closer to the front property line than the minimum building setback 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. No lot may be used for agricultural purposes, except that a private vegetable garden may be maintained on the rear one-third of each lot.

VII

No business or trade of any kind, 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 thereon which may be or become any annoyance, danger or a nuisance to the neighborhood.

VIII

The street frontage of all lots shall be maintained clean, neat and free of undergrowth 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.

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## 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 two square feet, 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.

## XI

Perpetual easements are reserved for utility installation and maintenance as set forth on said recorded plat.

## XII

The Architectural Control Committee for such subdivision shall consist of Bennett Wilson, Bennett Wright, L. M. Jester and James E. Meeks, Jr., 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, or member, shall have full authority to designate a successor or successors, in any such case.

## XIII

(a) At any time the then record owners of two-thirds of the lots in said subdivision shall have the power,

through a duly acknowledged instrument, to amend or abolish these covenants, or 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.

(b) The Architectural Control Committee shall be vested with authority and power to pass upon, by approval or disapproval, any changes 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. The term "record owner" shall not include mortgagees or lien holders.

#### XIV

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 of the Committee, before a Notary Public.

#### XV

(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 these Covenants are recorded, after which time said Covenants shall be automatically

extended for successive periods of ten years, unless at any time hereafter an instrument in writing, executed as aforesaid changing or abandoning said Covenants, shall have been recorded as aforesaid.

(b) If the parties hereto, or any of them, or their heirs, assigns or successors, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or firm 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 such violations or to recover damages for the same.

(c) Invalidation of any one of these Covenants by judgment or Court shall in no way affect any of the other provisions which shall remain in full force and effect.

WITNESS, the hands and seals of the undersigned on this 6th day of September, 1977.

Bennett Wilson  
Bennett Wilson

Janice J. Wilson  
Janice T. Wilson

L. M. Jester  
L. M. Jester

Rebecca R. Jester  
Rebecca R. Jester

James E. Meeks, Jr.  
James E. Meeks, Jr.

Edith S. Meeks  
Edith S. Meeks

Bennett Wright  
Bennett Wright

Bobbie A. Wright  
Bobbie A. Wright

CENTRAL BANK OF ALABAMA, N. A.

BY Fletcher Calderwood  
Its Vice President

STATE OF ALABAMA  
LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Bennett Wilson and wife, Janice T. Wilson, L. M. Jester and wife, Rebecca R. Jester, James E. Meeks, Jr. and wife, Edith S. Meeks, Bennett Wright and wife, Bobbie A. Wright, 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 the Protective Covenants, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 6th day of September, 1977.

  
Notary Public


STATE OF ALABAMA  
LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Fletcher Alexander \_\_\_\_\_, whose name as Vice President of Central Bank of Alabama, N. A., 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 Protective Covenants, 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 6th day of September, 1977.

  
Notary Public

STATE OF ALABAMA,  
LAUDERDALE COUNTY, PROBATE COURT  
I hereby certify that the foregoing instrument was  
filed to record in this office on September 7, 1977  
4:00 P.M. and duly recorded in Vol. 1120, P. 797-803  
Record Tax \$.....Mtg. Tax.....Fee.....

 Judge of Probate

Filed, December 7, 1977  
Recorded, Book 1120, Pages 797-803

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THE STATE OF ALABAMA )  
 )  
 COUNTY OF LAUDERDALE )

8653

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, constituting all of the members of the Architectural Control Committee for Oak Hill Subdivision, the plat of which is of record in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 5, Pages 19-19A, and pursuant to the power vested in them by virtue of the Protective Covenants for said subdivision of record in said Probate Office in Book 1120, at Page 797, being of the unanimous opinion that no substantial damage will result to any person owning property in said subdivision by virtue of the violation or prospective violation of the building setback line shown on said plat hereinafter set out, and being advised that such violation would not constitute a violation of the zoning ordinances of the City of Florence, as presently interpreted and enforced, hereby forever waive the violation of the following provisions of said Protective Covenants, to-wit:

1. Any violation of the setback line on Lots 1 and 22, in Blocks 6, 7 and 10, paralleling Oak Hill Drive, not exceeding 10 feet, is hereby forever waived if the dwelling constructed on any of said lots does not face or front on Oak Hill Drive.
2. Any violation of the setback line on Lots 11 and 12, Blocks 6, 7 and 10, Lots 1 and 20, Block 5, 8 and 9, and Lots 1 and 16, Blocks 13 and 14, paralleling White Oak is hereby forever waived if the dwelling constructed on any of said lots does not face or front on White Oak Lane.
3. Any violation of the setback line on Lots 10 and 11, Blocks 5, 8 and 9, and Lots 8 and 9, Blocks 13 and 14, paralleling Royal Oak Road, is hereby forever waived if the dwelling constructed on any of said lots does not face or front on Royal Oak Road.
4. Any violation of the setback line on Lot 1, Block 1, and Lot 1, Block 11, paralleling the subdivision entrance street, is hereby forever waived, if the dwelling house constructed on any of said lots does not face or front on said entrance street.
5. Any violation of the setback line on Lot 11, Block 1, Lot 1, Block 2, Lot 10, Block 2, Lot 1, Block 3, Lot 1, Block 4, Lot 1, Block 17, Lot 11, Block 17, Lot 1, Block 16, Lot 8, Block 11, and Lot 1, Block 12, paralleling the streets abutting said lots which are unnamed on the subdivision plat, is hereby forever waived if the dwelling house constructed on any of said lots does not face or front on such unnamed street.

This waiver is intended to have the practical effect of changing the specific side lot lines on the lots above mentioned, the dwelling faces on another street, from 30 feet to 20 feet.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 14 day of June, 1979.

Bennett Wilson (SEAL)  
 Bennett Wilson  
L. M. Wester (SEAL)  
 L. M. Wester  
James E. Meeks, Jr. (SEAL)  
 James E. Meeks, Jr.  
Bennett Wright (SEAL)  
 Bennett Wright

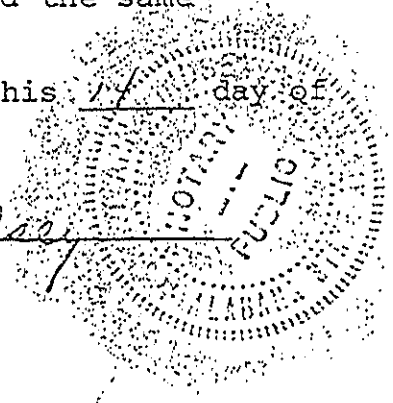


THE STATE OF ALABAMA )  
 )  
COUNTY OF LAUDERDALE )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Bennett Wilson, L. M. Jester, James E. Meeks, Jr., and Bennett Wright, 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 the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 14 day of June, 1979.

Mary A. Lindsey  
Notary Public



STATE OF ALABAMA,  
LAUDERDALE COUNTY, PROBATE COURT  
I hereby certify that the foregoing instrument was  
filed to record in this office on June 19, 1979  
11:31 A.M. and duly recorded in Vol. 1154 Page 1070-21  
Deed Tax \$..... Mtg. Tax ..... Fee 3.00

William Blumstein Judge of Probate