

STATE OF ALABAMA

LAUDERDALE COUNTY

PROTECTIVE COVENANTS

A. PREAMBLE

The undersigned, Norwood Park, I^{nc.}, a corporation under the laws of the State of Alabama, owner of all the property embraced in that subdivision shown on the map and plat prepared by Robert W. Gass, Civil Engineer, known and designated as Eastwood, located in Florence, Alabama, and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book No. , page , except Lot 24, Block 2, and Lots 7 & 25, Block 5, which are owned by others, hereby imposes on all the lots provided in said plat except those lots described above as owned by others, Lots 18 through 24 inclusive and Lot 26 of Block 5, all of Block 6 and Lot 14 Block 1, 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 September 1, 1980, 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.

B. AREA OF APPLICATION

B-1: FULLY PROTECTED RESIDENTIAL AREA. The residential are _ covenants in Part C in the@r entirety shall apply to entire subidivision except those
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specifically excepted above namely Lot 24, Block 2, Lot 7 and Lots 18 through 26 inclusive of Block 5, all of Block 6 and Lot 14 Lot 1.

C. RESIDENTIAL AREA COVENANTS

C-1. LAND USE AND BUILDING TYPE. 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 private garage for not more than two cars.

C-2 ARCHITECTURAL CONTROL. 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 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 nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part D.

C-3 DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$7,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality and workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 800 square feet for a one-story dwelling, nor less than 800 square feet for a dwelling of more than one story.

C-4 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 minimum building setback line shown on the recorded plat. In any event no building

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shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 25 feet to any side street line. No building shall be located nearer than 10 feet to an interior/^{lot}line, except that a 6-foot minimum side yard shall be permitted for a garage or carport located 40 feet or more from the minimum set back line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear 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.

C-5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 8,000, square feet.

C-6. EASEMENTS. Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved on the rear eight feet of the lot and as shown on the recorded plat, plus an adjacent twelve foot strip three feet wide on each side lot line where overhead guys are necessary. The granting of this easement or right of access shall not prevent the use of the Area by the owner for any time permitted except for buildings. A right of pedestrian access by way of a driveway or open lawn area shall also be granted on each lot, from the front lot line to the rear lot line, to any utility company having an installation in the easement.

C-7. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall any thing be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

C-8. TEMPORARY STRUCTURES. No structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

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C-9. SIGNS. 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.

C-10. OIL AND MINING OPERATIONS. 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. Not derrick or other structure designed for used in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

C-11. LIVESTOCK AND POULTRY. 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.

C-12. 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 materials shall be kept in a clean and sanitary condition.

C-13. 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 intersection 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 distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

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D. ARCHITECTURAL CONTROL COMMITTEE.

D-1. MEMBERSHIP. The architectural control committee is composed of George W. McBurney, Florence, Alabama, Martha B. McBurney, Florence, Alabama, and Sam H. Robinson, Florence, Alabama. A majority of the 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 representatives 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.

D-2. PRECEDURE. 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.

E. GENERAL PROVISIONS.

E-1. TERN. 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 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

E-2. ENFORCEMENT. 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 violation or to recover damages.

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E-3. SEVERABILITY. 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.

F. ATTEST.

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 22 day of Nov., 1955.

ATTEST:

NORWOOD PARK, INC.

Leslie Dee, Jr.
Its Secretary

BY George W. McBurney
Its President

Acknowledged in Code Form for Corporation, by George W. McBurney, as President of Norwood Park, Inc., a Corporation, before Margaret C. Srpinger, a Notary Public for Lauderdale County, Alabama, on November 22, 1955.

Filed: November 23, 1955.

Recorded: Book 562, Pages 101-104.

STATE OF ALABAMA

LAUDERDALE COUNTY

KNOW ALL MEN BY THESE PRESENTS, That the undersigned Norwood Park, Inc. a corporation, Eastwood Building Co., Inc. a corporation, Central Baptist Church of Florence, Alabama, a corporation, Byron B. Bower and wife, Virginia Bower, John I. Fowler and wife, Jo Ann Fowler and First Federal Savings and Loan Association of Florence, a corporation, being all of the owners (or mortgagees) of the property in Eastwood Subdivision affected by those certain restrictive covenants recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in book 562 pages 101-4 hereby amend the same by substituting for the provisions contained in paragraph C-4, BUILDING LOCATION, the following provisions, to-wit:

No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back line as shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet to the front lot line or nearer than 25 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line, except that a 6 foot minimum side yard shall be permitted for a garage, car port, or storage space or area, whether attached to or separate from the main building. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the 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 parties hereto have hereunto set their hands and affixed their seals at Florence, Alabama, on this 11 day of July, 1956.

NORWOOD PARK, INC.
By George W. McBurney
Its President

EASTWOOD BUILDING CO. INC.
by George W. McBurney
Its President

CENTRAL BAPTIST CHURCH OF
FLORENCE, ALABAMA
by L. C. Harrison
by Y. J. Clark
by R. G. Wilson
Its Trustees

Byron B. Bower
Virginia H. Bower

John I. Fowler
Jo Ann Fowler

FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION OF FLORENCE
BY Grady R. Williams
Its President

Acknowledged in code form by George W. McBurney as President of Eastwood Building Co., Inc. a corporation, before J. D. McDonald, Notary Public for Lauderdale County, Alabmaa.

Acknowledged in code form by George W. McBurney as President of Norwood Park, Inc. a corporation, before J. D. McDonald, Notary Public for Lauderdale County, Alabmaa.

Acknowledged in general code form by L. C. Harrison, Y. J. Clark and R. G. Wilson as Trustees of Central Baptist Church of Florence, Alabama, a corporation before J. D. McDonald, Notary Public for Lauderdale County, Alabmaa.

Acknowledged in joint general code form by Byron B. Bower and wife, Virginia Bower before J. D. McDonald, Notary Public for Lauderdale County, Alabama.

Acknowledged in general code form by John I. Fowler and wife, Jo Ann Fowler before J. D. McDonald, Notary Public for Lauderdale County, Alabama.

Acknowledged in code form by Grady R. Williams as President of First Federal Savings and Loan Association of Florence before E. L. Colebeck, Notary Public for Lauderdale County, Alabmaa.

Filed: July 17, 1956
Recorded in book 581 page 429-432.