

STATE OF ALABAMA  
LAUDERDALE COUNTY

PROTECTIVE COVENANTS

The undersigned owner of all the property embraced in that subdivision shown on the map and plat prepared by Logan G. White, Registered Engineer, known and designated as Edgemont No. 3, certified as of the 7th day of October, 1955, and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book No. 2, on page \_\_\_\_\_, except the east half of Tune Avenue which lies adjacent to the "School Site" as shown on said map, hereby imposes on all the lots provided in said plat the following covenants and building restrictions:

I

All lots in said subdivision are for residential use only. No structure other than one family dwellings and appurtenant garages and outbuildings shall be erected, placed or permitted to remain on any residential building lot or combination of lots except that in so far as the Zoning Ordinance of the City of Florence is not violated apartment houses may be erected on any one or more of said lots. The one family dwellings shall not exceed two and one half stories in height.

II

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

III

No business of any kind or trade 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.

IV

A perpetual easement is reserved for utility installation and maintenance as shown on said recorded plat.

V

Except as otherwise provided herein, the Zoning Ordinances of the  
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City of Florence, Alabama, insofar as they relate to restrictive uses of said lots are hereby adopted and made a part of these covenants.

#### VI

All dwellings and other structures permitted on the lots in the subdivision shall be built of high quality material and in a skilled and workmanlike manner to the end that all such dwellings and structures shall be of such kind and quality as are usually found in high class residential subdivisions.

On all lots in Blocks 22, 23 and 24 the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1500 square feet in the case of one-story structures, nor less than 1200 square feet in the case of structures of more than one story. On all lots in Blocks 25, 26, and 27, the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1250 square feet in the case of one-story structures, nor less than 100 square feet in the case of structures of more than one story.

#### VII

All residences erected on any lots or parts thereof in said subdivision shall face and front on the street on which said lots or parts thereof face or front.

#### VIII

No dwelling shall be erected or placed on any lot having a width of less than 75 feet at the street property line or shall any dwelling be erected or placed on any lot having an area of less than 9000 square feet.

#### IX

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 during the construction and sales period.

#### X

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

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

XI

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.

XII

These covenants are to run with the land and shall be binding on all parties and all persons affected thereby until January 1, 1960, at which time said covenants shall be extended automatically until and unless it is agreed to change said covenants in whole or in part by a vote of a majority of the then owners of the lots in said subdivision. It shall be sufficient evidence of any such change to record in the Office of the Judge of Probate of Lauderdale County, Alabama, a written instrument, executed as deeds are executed by a majority of the said owners of said lots. Should there be a dispute as to the ownership of any of the lots in said subdivision, for the purpose of such election the tax records of Lauderdale County, Alabama, as of the date of the election shall control.

XIII

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 lot or interest therein situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such covenants to prevent him or them from so doing or to recover damages or other dues for such violation.

XIV

Any controversy which may arise as to the interpretation and enforcement of any of the foregoing covenants and restrictions shall be submitted to a board of arbitration, one member of which to be appointed by the property owner whose actions or property are involved, one member to be appointed by any one or more of the other property owners in the

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subdivision acting in concert and the third member to be elected by the two other members of the board. The decision of such arbitration board shall be final and binding on all parties.

XV

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.

This, the 14 day of Oct, 1955.

FLORENCE LAND COMPANY

BY C.L.Haley, Jr. (SEAL)  
President

Attest: Fred Long  
Secretary

Acknowledged in Code Form by C.L.Haley, Jr., as President of Florence Land Company, a corporation before Jane F. Reding, a Notary Public for Lauderdale County, Alabama. On this the 14 day of October, 1955. (Seal)

Filed, October 14, 1955.

Recorded, Book 553, Pages 526-531.