

STATE OF ALABAMA }
LAUDERDALE COUNTY }

PROTECTIVE COVENANTS

The undersigned, W.W. Alexander and wife, Inex C. Alexander, H.L. Wright and wife, Ruby Wright, Valley Enterprise, Inc., a corporation, owners and parties having an interest in all the property embraced in that subdivision shown on the map and plat prepared by Charles L. Bowling, Surveyor, known and designated as ALEXANDER HEIGHTS, located in Lauderdale County, Alabama, and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 3 at Page 81, hereby impose on all the residential lots 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 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 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 wither 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 judgment or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

(next page)

(continued from page 1)

1. All lots in the subdivision are for residential use only, except Lot No. 1 in Block No. 10, and not more than one residence shall be erected on any lot except Lot No. 1 in Block No. 9. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two stories in height, and a private garage for not more than two cars, and other outbuildings incidental to residential use of the lot.

(a) No structure shall be erected, altered, placed or permitted to remain on any residential plot having an exterior siding of asbestos shingle exceeding an area of more than 25% of any exterior wall.

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

3. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence, except that servants may reside in a garage or outbuilding.

4. FLOOR AREA OF MAIN STRUCTURES: All lots shall have not less than 1,450 square feet of inside livable area, exclusive of carports and garages.

5. Perpetual easements are reserved for utility installation and maintenance, as shown on said recorded plat.

6. BUILDING LOCATION: No building shall be located on any lot nearer to the front lot line nor nearer to the side street line than the minimum building set-back lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 8 feet to any side street line. No building shall be located nearer than 8 feet to an interior lot line, ex-

(next page)

(continued from page 2)

cept that a minimum 4-foot side yard shall be required for a garage or other permitted accessory building located 30-feet or more from the minimum building set-back line. No dwelling shall be located on any interior lot nearer than 30 feet to the rear lot line. For the purposes 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.

7. The Architectural Control Committee is composed of W.W. Alexander, Florence, Alabama; H.L. Wright, Florence, Alabama; and Ruby Wright, 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. 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. (See Paragraph 13.)

PROCEDURE: 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 thirty (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.

9. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than five (5) square feet advertising the property during the construction and sales period.

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

(next page)

(continued from page 3)

shafts be permitted upon or in any lot. No derrick or structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

11. 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 commercial purposes. No chronic barking dogs or car-chasing and barking dogs shall be kept on any lot.

12. 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 line limitations shall apply to any lot within ten (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.

13. ARCHITECTURAL CONTROL: No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plat 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 the 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 than 40 feet to any street. Approval shall be as provided in Paragraph

(next page)

(continued from page 4)

8 above.

IN WITNESS WHEREOF, W.W. Alexander and wife, Inez C. Alexander, H.L. Wright and wife, Ruby Wright, and Valley Enterprise, Inc., a corporation, owners and parties having an interest in the above described subdivision, have hereunto affixed their hands and seals, on this 24th day of April, 1959.

/s/ W.W. Alexander (SEAL)
W.W. Alexander

/s/ Inez C. Alexander (SEAL)
Inez C. Alexander

/s/ H.L. Wright) (SEAL)
H.L. Wright

/s/ Ruby Wright (SEAL)
Ruby Wright

VALLEY ENTERPRISE, INC.,
a corporation,

ATTEST:

BY: Alfred C. Putteet
Its President

L.L. Whitten, Jr.
Its Secretary

Acknowledged in General Code Form by W.W. Alexander and wife, Inez C. Alexander and H.L. Wright and wife, Ruby Wright, before Arnold Teks, a Notary Public for Lauderdale County, Alabama, on April 24, 1959. (SEAL)

Filed: May 1, 1959

Recorded: Book 666, Page 61-6