

STATE OF ALABAMA X

4581

LAUDERDALE COUNTY X

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being all of the owners of and all parties having any right, title or interest in, that certain subdivision shown and designated on the map and plat prepared by William A. White, Engineer, known and designated as ARLINGTON HILLS, and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book No. 4 on page 72, hereby impose upon all of the lots of the aforesaid subdivision, according to the plat thereof, the following covenants and restrictions:

I

All lots in said subdivision shall be for residential use only, and not more than one residence shall be erected on any lot except that one residence may be built on one lot and a part of another lot. 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, excluding the basement, and a private garage and other outbuildings incidental to residential use of the lot except that one residence may be built on one lot and a part of another in order to make the lot for the residence larger. And one residence may be built on parts of lots so long as the minimum frontage at the building set back line is at least 85 feet and the lot has a minimum square footage of 12,000 square feet.

No structure of any kind shall be built on said property until the complete specifications, plans and plot plan for same have been given written approval by the "Architectural Control Committee", which approval shall not be unreasonably withheld; provided, however, the Architectural Control Committee shall reserve the right and have authority to prohibit the construction of a dwelling house which may otherwise comply with the terms of these covenants if in the judgment of said committee the

architectural design and color is not in harmony with other dwellings in this subdivision. If no suit for injunction has been filed by the time any structure is substantially completed it shall be conclusively presumed that the plans for same were approved and no further approval shall be necessary.

## II

All dwellings constructed upon said property shall be of a permanent residential type. Manufactured or prefabricated buildings may be constructed with the specific written approval of the Architectural Control Committee. All dwellings must have a living finished area, exclusive of basements, outbuildings, carports, garages, terraces, porches and the like of at least 1900 square feet of ground floor area, except that 1 1/2 story and 2 story dwellings may have a minimum square foot area of 1000 square feet on the ground floor, by special written approval of the Architectural Control Committee. All dwellings must have a double carport or garage with a minimum width of 19' 6 " and the erecting of open type carports which face the front lot line shall not be permitted (or open type garages unless equipped with electronic operated door or doors) except by written approval of the Architectural Control Committee.

## III

Not less than 80 per cent of the exterior of all buildings constructed on said property, other than gables, windows, doors, roofs, sills, shutters, and that portion of the dwelling located under a carport or garage, shall be of brick or stone. When specifically approved by the Architectural Control Committee, such percentage of brick or stone may be reduced to a low of 50 per cent. 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 exposed

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, and shall be a minimum width of 10 feet and must have a 5 foot radius of flare adequate for safe and convenient ingress and egress. No building structure shall be located on any lot nearer than 8 feet to the side lot line, on the carport or garage side of the residence, or nearer than 10 feet on the other side of the residence. The building set back line is as shown on the recorded plat. No building in said subdivision shall be located on any lot nearer the front lot line than 35 feet or nearer than 35 feet to the rear lot line or nearer than 25 feet to any side street line except corner lots 18 and 19 location restrictions for which shall be left up to the Architectural Control Committee. Before construction is started on any house upon any lot, the plot plans and complete house plans and specifications shall be submitted for written approval by the Architectural Control Committee showing the location of the house on said lot. 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. 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 outbuilding erected on any lot in said subdivision shall at any time be used as a residence, temporary or permanent, nor shall any trailer, bus body, or like structure be parked upon 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. No plantings other than small shrubs less than 2 feet in height shall be placed on public right-of-way on Lots 18 and 19 for a distance of 30 feet either direction from the intersection. All lower foliage on trees within rights-of-way throughout entire subdivision shall be kept trimmed so that no limbs are closer to the ground than 6 feet.

## 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 case of corner lots, no fence in any event may be constructed closer to the front property line than the minimum building set back 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 commercial purposes. No chronic barking dogs, whether tied or penned up or running at large, nor motor vehicle-chasing dogs shall be kept on any lot or allowed to run loose in this subdivision. The main purpose and intention of this restriction is to maintain the quiet and peace of the subdivision and for the safety of children who might be playing in the streets.

## VII

No business of any kind or trade, 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 therefore which may be or become any annoyance, danger, or a nuisance to the neighborhood including the dis-

charge of guns, air or any kind. No gardens other than flower gardens will be allowed without the written approval of the Architectural Control Committee.

#### VIII

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

#### 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 2 square feet, one sign of not more than 5 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

A perpetual easement is reserved for utility installation and maintenance as set forth on said recorded plat. The granting of this easement or right of access shall not prevent the use of the area by the owner for buildings.

## XII

The "Architectural Control Committee" for such subdivision shall consist of Barney B. Welch, Jeanene E. Welch, and William A. White, 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 shall have full authority to designate a successor in such case.

## XIII

At any time, the then record owners of three-fourths of the lots in said subdivision shall have the power through a duly sworn instrument 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. The "Architectural Control Committee" shall be vested with authority and power to pass upon, by approval or disapproval, any changes in the architectural requirements for any structure as designated 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.



XIV

Any change or deviation from any of the protective covenants herein stated, may be waived in a single instrument, by an instrument in writing duly executed by the then record owners of three-fourths of the lots in said subdivision, such instrument being acknowledged according to law and duly recorded in the Office of the Judge of Probate of Lauderdale County, Alabama. Any permanent changes in 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 subdivision, said instrument duly acknowledged according to law and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama. The term "record owners" shall not include mortgagees.

XV

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 Paragraph 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 before a Notary Public.

XVI

(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 of these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument in writing, executed as aforesaid, changing or abandoning said covenants has been recorded as aforesaid.

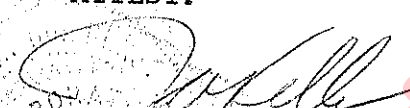
(b) If the parties hereto, or any of them or their heirs or assigns or successors shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other legal entity, owning any real property covered by these covenants to prosecute any proceedings at law or in equity against the person or persons or other parties or entities violating or attempting to violate any such covenant, and either to prevent him or them or such entity from so doing, or to recover damages for such violations.

(c) Invalidation of any one of these covenants or any group of them by judgment or court shall in no way effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned parties hereby adopts, ratified and confirms the foregoing by executing the same on this the 27<sup>th</sup> day of January, 1967.

ATTEST:

BARNEY WELCH BUILDERS, INC.

  
Its Secretary

BY Barney B. Welch  
Its President

Clyde E. Carter (SEAL)  
Clyde E. Carter

Edith M. Carter (SEAL)  
Edith M. Carter

STATE OF ALABAMA X

LAUDERDALE COUNTY X

I, the undersigned, a Notary Public in and for the State and County aforesaid, hereby certify that Barney B. Welch, whose name as President of Barney Welch Builders, Inc., a corporation, is signed to this instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, in his capacity 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 27<sup>th</sup> day of January, 1967.

Estelle B. Perry  
Notary Public



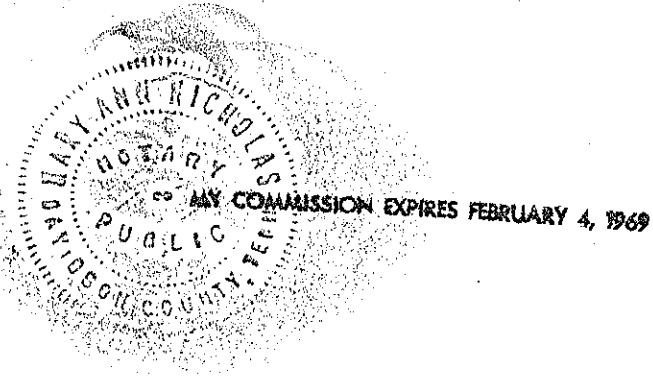
STATE OF TENNESSEE X

DAVIDSON COUNTY X

I, the undersigned, a Notary Public in and for the State and County aforesaid, hereby certify that Clyde E. Carter and wife, Edith M. Carter, 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 this instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 27th day of January, 1967.

Mary Ann Nicholas  
Notary Public



Compliments of Alabama Land Services, Inc.

STATE OF ALABAMA, LAUDERDALE COUNTY

I hereby certify that the foregoing instrument was filed in my office for record on Jan 31 1967 at 3:46 o'clock P M., and duly recorded in Vol. 934 Page 253-6. I hereby certify that the Mortgage Tax to amount of \$\_\_\_\_\_ and the Deed Tax amount of \$\_\_\_\_\_ have been paid on this instrument.

Esther R. Hest  
JUDGE OF PROBATE