

STATE OF ALABAMA
COLBERT COUNTY

PROTECTIVE COVENANTS
OF
CEDAR PLACE SUBDIVISION

9109 210

The undersigned being all the owner of and the holders of any right, title or interest therein of all the property embraced in that subdivision shown on the map and plat prepared by Paxton, Price and Rider, known and designated as Cedar Place Subdivision, located in Colbert County, Alabama, and recorded in the Office of the Judge of Probate of Colbert County, Alabama, in Plat Book ^{File 9109} ~~CABINET~~ at Page ¹⁶⁹ ~~C-16~~, hereby impose on all the said numbered lots, the following covenants and building restrictions.

16.00 ✓
These covenants are to run with the land and shall be binding all parties and all persons claiming under the them until January 1, 2010, after which time said covenants shall automatically extended for successive periods of ten (10) years, unless by vote of majority of the then record owners of the restricted lots, it is agreed to change said covenants in whole or in part. The term "record owners" shall not include mortgagees. If any person 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 Cedar Place, 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 for such violation, or both, and in the event of a breach of said covenants the person or persons committing the breach shall pay all costs of enforcing these covenants, including a reasonable attorney's fee.

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.

1. All lots in the subdivision are 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

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another lot or parts or several lots as hereinafter provided. No multifamily dwellings shall be permitted. No structures shall be erected, altered, placed or permitted to remain on any residential building lot 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.

2. No business or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.

3. No trailer, motor home, mobile home, basement, tent, shack, garage or other outbuilding erected on 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 approved by committee.

4. DWELLING QUALITY AND SIZE. No dwelling shall be permitted having a ground floor area, exclusive of porches, terraces, basement, garages, and carport, or less than one thousand eight hundred (1,800.00) square feet. All two-story residences in the subdivision must have a ground floor area, exclusive of open porches, terraces, basement and garages and carports of one thousand (1,000) square feet.

All constructions shall be wood or brick unless otherwise approved by Architectural Control Committee. No exposed concrete blocks shall be permitted.

No carports or garages facing the street shall be permitted unless they have at least a 20-foot floor surface width. All driveways in said subdivision shall be of hard surface material such as concrete, asphalt, brick, etc.

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

6. 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 lines 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 15

feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line. For the purposes of these covenants, eaves and steps shall not be considered a part of the building.

7. The Architectural Control Committee is composed of James Ashmore, Frank James and Shirley Neese. 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 representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded 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.

8. 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 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. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structure on the lot have been approved by the Architectural Control Committee on 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. Approval shall be as provided in Paragraph 8 above.

The Architectural Control Committee shall have full power and authority to waive any provisions contained in these covenants and further shall have full power and authority to waive, alter or amend any building setback line contained on the

recorded plat of said subdivision by executing a recorded instrument stating the waiver and duly recorded in the Office of the Judge of Probate of Colbert County, Alabama.

10. No sign of any kind shall be displayed to the public view on any lot except a professional real estate sign of not more than two square feet advertising the property for sale. The subdivision developers may erect such signs as are necessary advertising the subdivision.

11. 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, 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.

12. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that two dogs, two cats or other domestic household pet may be kept, provided that they are not kept, bred or maintained for any commercial purposes. No dog will be kept whose barking, trespassing or other conduct constitutes an annoyance or nuisance to any other property owner. No vicious dog or other animal with vicious propensities shall be permitted in the subdivision.

13. No wire or cyclone fence of any kind shall be permitted. No fence of any kind will be permitted at the front of any lot nearer to the street than the back side of the house.

14. No motor vehicles, boats, mobile homes or campers shall be kept on any lot for a period in excess of 30 days unless kept out of view from streetside.

15. No radio or TV antenna shall have a height in excess of ten feet above the highest point of the roof of the house on each lot.

16. No satellite antenna or dish of any type or kind shall be permitted.

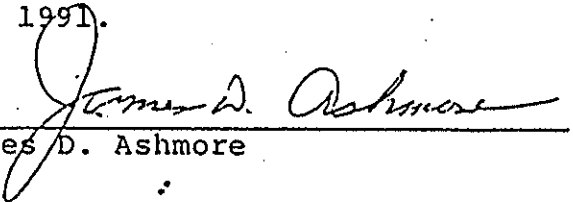
17.. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or

other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition.

18. SIGHT DISTANCE AT INTERSECTION. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations over three (3) 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 twenty-five (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 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.

19. When the construction of any building is started, work thereon must be prosecuted diligently and must be completed within a reasonable time and the construction of any building must be completed within twelve (12) months.

DONE this 16th day of May, 1991.


James D. Ashmore

STATE OF ALABAMA.

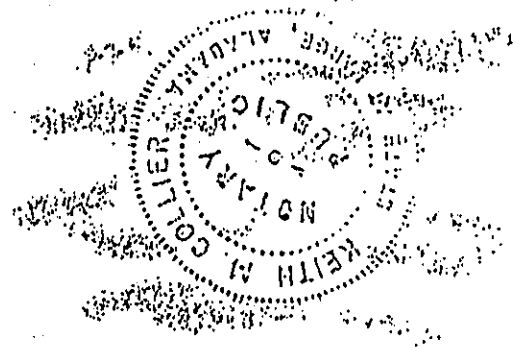
COLBERT COUNTY

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I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that James D. Ashmore, whose name 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 said instrument, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal this the 16th day of May, 1991.

Keith M. Cole
Notary Public



STATE OF ALABAMA
NOTARY PUBLIC
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