

(Pm) O.B. Jackson #8893

STATE OF ALABAMA
FRANKLIN COUNTY:

KNOW ALL MEN BY THESE PRESENTS: That whereas the undersigned, O.B. Jackson and his Wife Veda Jackson, O.J. Hamilton and his Wife - Mamie Hamilton, are the owners, in Fee Simple, of all the lands - embraced in the subdivision known as, "CITY LAKE SUB-DIVISION", To the City of Russellville, Franklin, Alabama, a map of which subdivision is recorded in Plat Book No. 2 at Page 58, in the Office of the Judge of Probate of Franklin County, Alabama; and

WHEREAS, the undersigned desires to impose certain protective covenants and building restrictions on all residential lots embraced in said subdivision:

Now, Therefore, in consideration of the premises and the advantages and benefits to the undersigned, their respective successors and assigns, and to said lands and the future owners thereof, the undersigned, as the owner and seller, respectively, of said lots, do hereby restrict the use of each and all of said residential lots embraced in said subdivision by making and declaring the following covenants and restrictions, which shall inure to the favor of and bind the undersigned, their respective successors and assigns:

1. No residential lot shall be used except for residential - purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than a one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than three cars.

2. 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 elevations. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similiary approved.

3. No dwelling shall be permitted on any lot at a cost of less than \$10,000.00 based upon cost levels prevailing on the date of these covenants ~~are~~ recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at a minimum cost stated herein for the minimum permitted - dwelling size. The ground floor area of the main structure, ~~exclusive~~ exclusive of one-story porches and garages, shall be not less than 1100 square feet for a one-story dwelling, not less than 1100-square feet for a dwelling of more than one story. No dwelling shall be permitted of less than 60% Brick or Stone Veneer.

4. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum setback lines of 35 feet. No building shall be located on any lots nearer than 35 feet to the front lot line, or nearer than 35 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot 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, this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

5. Easements to lots for installation and maintenance of utilities and drainage facilities are reserved being eight feet in width as indicated on recorded plat, plus an easement being ten foot in width across northerly portion of said plat as shown thereon: the granting of these easements or right of access shall not prevent the use of the area by the owner for any permitted purpose 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.
6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or ~~nuisance~~ ^{nuisance} to the neighborhood.
7. No structure 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.
8. 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.
9. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any 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.
10. 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 purposes.
11. No individual sewage-disposal system shall be permitted on any lot, except Lot No. 6 in Block "A" as shown on recorded Plat. Provided said lot is approved for individual sewage disposal system by the State and Local Health Authorities.
12. 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.
13. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above 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 distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.

14. The Architectural control committee is composed of Mr. O.B. Jackson, chairman and the City Planning Commission, its Members, Those presently serving and or thier successors or assigns; Neither the chairman of committee or the planning commission members 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 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.

15. 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.

16. 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 covenants in whole or in part.

17. 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.

18. Invalidation of any one of these covenants by judgement of court order shall in no wise affect any of the other - provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, We have hereunto set our hand and seals this the 10th day of June 1963.

STATE OF MA - RECORD IN OR COUNTY OF THIS INSTRUMENT FILED

JUN 22 9 56 AM 1963

Deed 152 recorded upon page 1 of vol. 152 of Probate

O.B. Jackson
O.B. Jackson

Veda Jackson
Veda Jackson

O.J. Hamilton
O.J. Hamilton

Mamie Hamilton
Mamie Hamilton.

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify, that, O.B. Jackson and Veda Jackson, husband and wife/ and O.J. Hamilton and Mamie Hamilton, husband and wife, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 10th day of June 1963.

William Hamilton
Notary Public

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