

STATE OF ALABAMA)
)
COLBERT COUNTY)

Book 273
Page 830
Filed: 27 Nov 63

PROTECTIVE COVENANTS
FOR
COLONIAL HEIGHTS SUBDIVISION

The undersigned H. CARLISLE BULLOCK, also known as H. C. Bullock, and wife, MARGARET BULLOCK, and JORDAN-HEFLIN DEVELOPING CO., INC., a corporation, as owners of all the property embraced in that subdivision shown on the map and plat prepared by WILLIAM A. WHITE, Civil Engineer, known and designated as COLONIAL HEIGHTS SUBDIVISION and recorded in the Office of the Judge of Probate of Colbert County, Alabama, in Map Book 4 on page 85, hereby impose on all ninety-eight (98) numbered lots described in said plat the following protective covenants and building restrictions.

I

No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than 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 and other accessory structures customarily incidental to residential occupancy.

II

No trailer, basement, tent, barn, shack, or garage, 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 structure of a temporary character be used as a residence. House servants employed in the main house on any lot by the occupant of said main house may reside in a garage or outbuilding upon said lot.

III

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 purpose.

IV

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of said subdivision.

V

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 to the neighborhood.

VI

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 sanitary condition.

VII

The use of asbestos, composition or asphalt exterior siding, sheets or shingles on any building or structure is expressly prohibited, except that asbestos shingles may be used on roofs. The use of perma-stone, concrete blocks or similar material for exterior use is expressly prohibited. When concrete block is used for foundations they must be covered with concrete (or plastered) and painted. All driveways of said subdivision shall be of hard surface, such as concrete, asphalt, brick, etc.

VIII

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 in writing by an architectural control committee

composed of H. C. Bullock, Barksdale Jordan and E. B. Haltom, Jr., 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 elevation. Any fence or wall erected, placed or altered on any lot shall be of substantial and ornamental construction, and must first be approved as to location, substance, and design by said architectural control committee. No fence shall be allowed on any lot closer than 40 feet to the front lot line.

The architectural control 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 record owners (other than the undersigned) 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.

The committee's approval or disapproval as required in these covenants shall be in writing. In 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.

The powers and duties of such committee, and its designated representative, shall cease on and after ten (10) years from the date these covenants are recorded. Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in the subdivision and duly recorded appointing a committee, or a representative, who shall thereafter exercise the same powers previously exercised by the original committee.

IX

No dwelling shall be constructed on any lot with a ground floor area of the main structure, exclusive of one-story open porches, carports, basements, and garages, of less than fourteen hundred (1400) square feet, nor less than one thousand (1000) square feet for a dwelling of more than one story; provided, however, if any one story dwelling has a carport or garage with width of at least 20 feet then the minimum square footage as set forth herein shall be thirteen hundred (1300) square feet.

X

No building shall be located on any lot nearer than 40 feet to the front lot line, or nearer than 40 feet to any side street line, or nearer than 45 feet to the rear lot line, or nearer than 10 feet to an interior 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, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

XI

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder or contractor to advertise the property or his company during the construction and sales period.

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 an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change the covenants in whole or in part.

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 or remove violation or to recover damages.

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.

IN WITNESS WHEREOF the undersigned H. CARLISLE BULLOCK and wife, MARGARET BULLOCK, have hereunto set their hands and affixed their seals, and the undersigned JORDAN-HEFLIN DEVELOPING CO., INC., a corporation, has caused this instrument to be executed in its name and behalf by its President, Barksdale Jordan, and its corporate seal to be hereunto affixed by its Secretary, both thereunto duly authorized, all on this 15th day of November, 1963.

H Carlisle Bullock
H.C. Bullock (SEAL)

H. Carlisle Bullock,
also known as H. C. Bullock,

Margaret Bullock (SEAL)
Margaret Bullock

ATTEST

E. B. Haltom, Jr.

E. B. Haltom, Jr.
Its Secretary

JORDAN-HEFLIN DEVELOPING CO., INC.
a corporation,

BY: *Barksdale Jordan*
Barksdale Jordan
Its President

STATE OF ALABAMA)
COLBERT COUNTY)

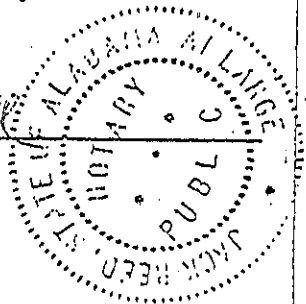
I, Jack Reed, a Notary Public in and for said County, in said State, do hereby certify that H. Carlisle Bullock, also known as H. C. Bullock, and wife, Margaret Bullock, whose names are signed to the foregoing instrument,

and who are known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 27 day of November, 1963.

Jack Reed

Notary Public



STATE OF ALABAMA)
)
LAUDERDALE COUNTY)

I, Emanola Foxx, a Notary Public in and for said County in said State, hereby certify that Barksdale Jordan, whose name as President of JORDAN-HEFLIN DEVELOPING CO., INC., a corporation, 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 the instrument, he, 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 15th day of November, 1963.

Emanola Foxx

Notary Public

STATE OF ALA. COLBERT CO.
CERTIFY THIS INSTRUMENT
WAS FILED ON

1963 NOV 27 PM 2 47

RECORDED-BANK PAGE SHOWN
BESS
M. E. Able
JUDGE OF PROBATE