

COUNTY OF LAUDERDALE

HERITAGE VILLAGE SUBDIVISION PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS that the undersigned, being a majority of the owners of and/or parties having any right, title or interest in that certain subdivision shown and designated on the Map and Plat prepared by William S. Hallmark, Engineer, previously known and designated as CYPRESS HEIGHTS and currently known as HERITAGE VILLAGE SUBDIVISION and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama in Plat Book No. 4, pages 52-53, hereby impose upon all of the lots of the aforesaid subdivision the following covenants, restrictions, easements and limitations which shall apply to HERITAGE VILLAGE SUBDIVISION, shall run with the land, and shall be contained in each and every deed conveying property located in HERITAGE VILLAGE SUBDIVISION. Each owner shall be supplied a copy of these protective covenants upon the purchase of any lot and no owner shall convey property without causing such conveyance to be subject to these covenants, restrictions, easements and limitations. These covenants, restrictions, easements and limitations supersede and render void all prior covenants, restrictions, easements and limitations except that no structures, fences, or landscaping which exist when these covenants become effective shall be required to be altered, modified or changed in any way.

1. The purpose of the following covenants, restrictions, easements and limitations is to enhance and preserve the beauty of HERITAGE VILLAGE SUBDIVISION and its surroundings and to promote peace, harmony and tranquility among the owners of the lots of HERITAGE VILLAGE SUBDIVISION. Additionally, these covenants, restrictions, easements and limitations are established to enhance property value and to assure long lasting quality in accordance with sensible and orderly development plans.

2. These covenants, restrictions, easements and limitations are to run continuously with the land and shall be binding on all parties and all persons claiming under them until January 1, 2003, at which time the covenants shall automatically be extended for successive periods of ten (10) years unless by vote of the majority of the then owners of the lots it is agreed to change the covenants in whole or in part. It is the intention of the HERITAGE VILLAGE PROPERTY OWNERS ASSOCIATION to hereby reserve for itself and its successors the right to modify or amend these restrictions at any time during the initial or any subsequent period, in any way, by a vote of a majority of the owners of record on the date such proposed modification or amendment is submitted for vote.

3. HERITAGE VILLAGE SUBDIVISION shall be restricted for the exclusive use of the owners and their guests. The declarations, easements, restriction, limitations and covenants of this instrument are binding upon any owners, purchasers, assignees, heirs, representatives or assigns, mortgagees, lessees, tenants, invitees, licensees, or otherwise, who have or who may acquire, or hold otherwise, any interest in and to any part or parcel of the property herein described, whether the same be an interest in and to any appurtenances, or hereditaments and with whatever kind, character or nature thereon or thereunto appertaining. It is further declared that no person may remove him or herself or be exempt from any of the covenants, restrictions and limitations for failure or non-use of any part or parcel of the property herein described or from occupying any part of the same.

MTG. \_\_\_\_\_  
DEED \_\_\_\_\_  
REC. 21.00

4. Any lot in the HERITAGE VILLAGE SUBDIVISION may be held and owned by one or more persons as joint tenants, tenants in common, tenants by the entirety, or any other interest in real estate recognized under the laws of the State of Alabama.

5. All lots in HERITAGE VILLAGE SUBDIVISION shall be known and described as residential lots and are not to be re-subdivided. No residential structure may be erected, altered, placed, or permitted to remain on any residential lot other than one single family dwelling not to exceed two and one-half (2 1/2) stories in height. The heated and cooled living area of the main, above ground, structures; exclusive of porches and garages; shall not be less than 2200 square feet. A storage room attached to the garage is permitted. All garages must have doors. No open carports which are not an integral part of the dwelling will be allowed without prior approval of the Architectural Control Committee. No metal buildings will be allowed. All outbuildings must receive approval of the Architectural Control Committee prior to construction.

6. The Architectural Control Committee shall consist of three (3) persons who are HERITAGE VILLAGE SUBDIVISION property owners. The Architectural Control Committee members shall be elected by vote of a majority of those in attendance at the annual meeting of the HERITAGE VILLAGE PROPERTY OWNERS ASSOCIATION wherein election of officers is conducted and shall serve a term of one (1) year or until such time as their successor is elected and qualified. The committee members shall not be entitled to any compensation for services performed pursuant to this covenant. The committee shall have full authority to approve all building plans, site location, including front elevation, setbacks as shown on the recorded plat, drive entrance locations, fences, and any outbuildings. Committee approval or disapproval shall be in writing. Plans shall be submitted to the Committee for review at least 30 days prior to beginning construction and in the event the Committee does not provide a decision in writing within thirty (30) days, the plan will be deemed approved.

7. No trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence, temporarily or permanently. During the construction phase of any dwelling, temporary structures may be permitted only with the express prior written consent of the Architectural Control Committee.

8. No buildings shall be located on any property nearer to the front property line or nearer to the side street line than the minimum building setback lines shown in the recorded plat. In any event, no building shall be located on any property nearer than 30 feet to the front property line, or nearer than 25 feet to any side street line. No building shall be located nearer than 15 feet to an interior property line, except that a minimum 10 foot side yard shall be required for a garage, carport, or other permitted accessory. No dwelling shall be located on any interior property nearer than 25 feet to the rear property 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 property to encroach upon another property.

9. The easements shown in the recorded plat are hereby adopted as a part of these restrictions and all lots in the subdivision shall be subject to those easements. The association reserves unto itself, its successors and assigns, the right to grant unto others easements to install, maintain, repair and construct power, water, sewer and telephone lines and facilities and drainage ditches in, upon, over and under the area or any of the areas designated on said plat as "utility easement" or "drainage easement" areas with full rights of ingress and egress to and from said areas over adjoining property. The streets in HERITAGE VILLAGE SUBDIVISION are the responsibility of the City of Florence.

10. No signs, except residential "For Sale" or political signs, or signs required by building codes during construction, may be erected for any purpose.

11. No outside clothes lines or other apparatus for the drying of clothes shall be permitted in HERITAGE VILLAGE SUBDIVISION, unless obscured from view.

12. No swimming pool, tennis court, satellite dish, television or radio antenna, or flagpole shall be installed without prior approval of the Architectural Control Committee.

13. No lot in HERITAGE VILLAGE SUBDIVISION shall be used for any commercial trade, business, mining or manufacturing purpose. Any home leased must be for periods in excess of six (6) months. Copies of all leases must be sent to the association in advance of execution for approval and must contain a clause that the lessee agrees to abide by all rules, regulations, covenants and restrictions of the subdivision.

14. Prior to occupancy, each lot shall be landscaped with lawn and shrubbery, driveways shall be paved, and sidewalks and steps shall be provided at entrances. All lots shall be maintained and groomed by the owner. No trash, junk, debris, garbage, litter or other noxious or offensive material may be dumped or stored on any lot or development property. Garbage cans must be kept out of sight from the street, except to facilitate garbage pickup on appropriate days.

15. No noxious, offensive, or illegal trade or activity shall be conducted on or upon any lot, nor shall anything be done or permitted thereon which may be or become an annoyance or a nuisance to the neighborhood.

16. No fences shall be erected without prior approval of the Architectural Control Committee. No fence shall be erected closer to the street than the building line thereon. In no event shall fences be built along the street or in such manner as to obstruct adjoining property owner's view. No chain link fences shall be constructed or installed which are visible from the street.

17. No fence, wall, hedge, or shrub planting which obstructs site lines and elevations between two and six feet above the roadway shall be permitted to remain on any corner lot within the triangle area formed by the street property lines and a line connecting them at points at 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 site-line eliminations shall apply on any lot within ten 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 intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such site-lines.

18. No animals or poultry of any kind, other than household pets, shall be kept or maintained on any part of any property. No animal runs, houses, cages or other domiciles or restraints shall be visible from the street. Dogs, cats and other household pets may be kept upon such property only if they are not kept, used or maintained for any commercial use or purpose or in such a manner as, in the judgment of the association, to create a nuisance or annoyance.

19. No motorcycles, three wheelers, all terrain vehicles or similar vehicles shall be operated within the HERITAGE VILLAGE SUBDIVISION in such a manner as to create a nuisance or an annoyance.

20. No major mechanical work shall be done on automobiles, boats, motors, trailers, etc., on the lot except for emergency purposes. Recreational vehicles, boats, or trailers should be parked so they minimize visibility from the street and so they are not offensive to the neighborhood. Driveways shall be utilized for vehicle parking to the extent possible.

21. Vegetable gardening shall be screened from view.

22. No discharge of firearms shall be allowed in HERITAGE VILLAGE SUBDIVISION nor shall any hunting, running of dogs, or similar activities be allowed.

23. If any of the parties hereto or any lot owner or his or her heirs and assigns shall violate any provision, requirement, restriction, or condition contained herein, it shall be lawful for any other person owning any other lots in the HERITAGE VILLAGE SUBDIVISION and/or the HERITAGE VILLAGE PROPERTY OWNERS ASSOCIATION to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such provision, requirement, restriction, or condition and either prevent him, her or them from so doing or to recover damages or other dues for such violations.

24. No failure or neglect on the part of the association or its assigns to demand or insist on the observance of any provision, requirement, restriction, or condition herein contained or referred to, shall be deemed a waiver of such violation or operate as an estoppel to restrain a continuance thereunder; nor shall a waiver of any particular be deemed a waiver of default thereunder, whether the same or a different nature. Any provision, requirement, restriction or condition may be enforced at any time, notwithstanding the fact that violations may have been suffered or permitted thereunder.

25. The ownership of any common areas shall ultimately be transferred to the HERITAGE VILLAGE HOMEOWNERS ASSOCIATION. Such homeowners association shall operate and be governed by the by-laws of the subdivision.

26. When a person purchases a lot in the HERITAGE VILLAGE SUBDIVISION, he or she automatically becomes a member of the HERITAGE VILLAGE HOMEOWNERS ASSOCIATION and is subject to all its rules and regulations. Only one membership per lot is granted regardless of the number of owners of the lot. Only one membership per owner is granted regardless of the number of lots owned by that owner. "Owner" shall be construed as the person or persons named as grantee in the most current recorded deed conveying the property and shall be construed as one owner regardless of the number of persons named as grantees in the deed.