

12136

DECLARATION
OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

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THIS DECLARATION, Made on the date hereinafter set forth by Jimmy and Sue Frances Byars, owners and developers of said property known as Market Line Road Estates hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of real property situated in Franklin County, Alabama, comprising Market Line Road Estates and more particularly described as follows:

The Northwest fourth (NW $\frac{1}{4}$) of Section 9, Township 6, Range 11 West, containing 160 acres, more or less. LESS AND EXCEPT: All that part of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 9, Township 6, Range 11 West which is located North and East of the County Road that runs from The United States Highway No. 43, commonly called the Jackson Highway, in a westerly direction across the Northeast corner of the said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 9, Township 6, Range 11 West consisting of 13 $\frac{1}{2}$ acres more or less, as said road is now located. The said 13 $\frac{1}{2}$ acres of land conveyed herein is located in the Northeast corner of the said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 9, Township 6, Range 11 West, situated, lying and being in the County of Franklin, State of Alabama, and

WHEREAS, Declarant presently contemplates the development of the above described property and desires to create thereon a residential community for the benefit of the residents of said property; and

WHEREAS, this declaration of protective covenants, conditions and restrictions shall apply to the aforeto described property and a map or plat is made a part of this declaration of protective covenants and placed on record in the Office of the Judge of Probate of Franklin County, Alabama.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the easements, restrictions, protective covenants, and conditions stated herein, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, and assigns and shall ensure to the benefit of each owner thereof.

ARTICLE I
Definitions

Section 1: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2: "Properties" shall mean and refer to that certain real property as may now or hereafter be made subject to the protective covenants, conditions and restrictions declared herein.

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Section 3: "Lot, Parcel or Tract" shall mean and refer to any plot of land shown upon attached map of the properties.

Section 4: "Living unit" shall mean and refer to any portion of a building situated on a lot designed and intended for use and occupancy as a residence by a single family.

ARTICLE II

General Purposes of Conditions

The real property described herein is subjected to the protective covenants, restrictions, conditions, and reservations hereby declared to ensure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to secure and maintain proper setbacks from streets and between structures; and in general to provide adequately for a high type and quality of improvement in said property and thereby to enhance the values of investments made by purchasers of building sites therein.

ARTICLE III

Residential Conditions, Covenants and Restrictions

Section 1: Land Use. All the lots in the properties shall be known and designated as residential lots.

Section 2: Dwelling Quality and Size. No dwelling shall be permitted on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height, and an attached garage or detached garage. The principal dwelling constructed on any lot, exclusive of open porches and garages, shall not be less than 1400 square feet. Dwellings with more than one story, exclusive of open porches and garage, shall not be less than 900 square feet on first (1st) floor or ground level. All buildings constructed on lot or tract shall comply with the Provisions of the Effective Southern Building Code for the Construction of Residences and/or Storage Buildings. Exposed concrete blocks are not permitted on any building. No residence shall be constructed using asbestos shingles or siding except that asbestos shingles may be used on the roof. This restriction does not apply to the use of redwood shingles.

Section 3: Nuisances. 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.

Section 4: Temporary Structures. No structures of a temporary character, mobile homes, mobile travel trailer, double wides, basement, tent, shack, garage, barn, or other

outbuilding be used or located on any lot as a residence either temporarily or permanently.

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Section 5: Permanent Structures. Any permanent structures constructed for storage must have the same architectural design as the residence and must meet all the setback lines as the permanent residence.

Section 6: Lot width. No dwelling shall be erected or placed on any lot having a width of less than 75 feet at the minimum building setback line.

Section 7: Commercial. No business of any type shall be conducted from a dwelling or building located on a residential lot including beauty shop, sewing and notions, child care center or nursery, and/or any other activity that could be construed as a commercial business.

Section 8: Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of no more than five (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.

Section 9: Garbage and Refuse Disposals. No lot or tract 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 of such material shall be kept in a clean and sanitary condition.

Section 10: Waste and Unsightliness. No person shall place on any lot in the properties refuse, stumps, inoperable vehicles, or other undesirable materials more than a reasonable time.

Section 11: Parking. No permanent parking shall be permitted on any street or thoroughfare.

Section 12: Division of Properties. Not more than one dwelling house may be erected on any one lot, parcel or tract, as shown on the attached map; and no lot as shown on said attached map may be subdivided or changed in size by any method, voluntary alienation, partition, judicial sale, or other process, or process of any kind.

Section 13: Driveways and Parking. All driveway access must use a minimum of twenty (20) feet of concrete or corrugated metal pipe. Size of pipe necessary to carry water run-off shall be approved by Franklin County Highway Department before installation. All driveway pipe and other drainage pipes must have header walls constructed of suitable materials that is compatible to total development. All driveways or roads on properties shall be of hard surface material. Washed river gravel and crushed limestone shall be permitted.

Section 14: Building Location. No building shall be located on any lot nearer to the front lot line than 40 feet and no building shall be located no nearer to the side or back property lines than 25 feet.

Section 15: "Access" to Residences. Access to all properties located in Market Line Road Estates will be from Hickory Drive, Red Oak Lane, White Lane, Popular Lane or Shady Lane

(note attached map) excepting that Parcel Numbered Tract Number 27 as shown on attached map. Access to Tract Number 27 will be from County Road Number 60 commonly known as Market Line Road.

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Section 16: Pets and Small Domestic Animals. Small domestic animals for pets may be kept on any lot as long as they are not used for breeding purposes and provided that they are properly cared for by their owners and not permitted to create an annoyance or nuisance to the neighborhood. No kennels of any type shall be maintained on residential. No bovine or swine animals of any kind shall be bred or kept on any lot.

ARTICLE IV
General Provisions

Section 1: Enforcement. The Declarant, or any owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provision of this declaration. Failure by the declarant or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2: Severability. In validation of any one of these covenants or restrictions by judgement or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3: Perm. The covenants, conditions, and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2005, at which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of 10 years; unless by vote of a majority of the owners of the building sites covered by these covenants, it is agreed to change said covenants in whole or in part.

IN WITNESS WHEREOF, Market Line Road Estates Development has caused this instrument to be executed and its name to be signed by its owner(s) and attested by a Notary Public, State of Alabama, Franklin County, this the 2nd day of November, 1984.

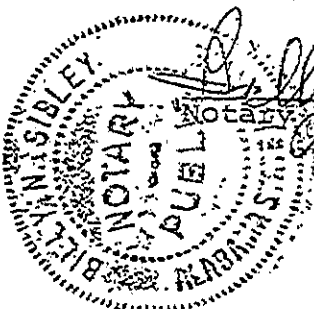
MARKET LINE ROAD ESTATES DEVELOPMENT

By:

Jimmy Byars
Jimmy Byars

She Frances Byars
She Frances Byars
Owner(s) and Developer

Attested:



B. W. Sibley
Notary Public

* 10⁰⁰ fee

STATE ALABAMA
I CERTIFY THIS
INSTRUMENT WAS FILED
Nov 30 1 21 PM '84
202-214
Shelley