

STATE OF ALABAMA

LAUDERDALE COUNTY

THESE CORRECTIVE COVENANTS ARE
RECORDED TO CORRECT ERRORS IN
SECTION I(a) AND SECTION II of
THE ORIGINAL PROTECTIVE COVENANTS
OF MARTHA'S VINEYARD AS RECORDED
ON FICHE 95-529, frames 26 through
30.

003527

CORRECTED PROTECTIVE COVENANTS

of

FICHE 95-530 FRAME 20

MARTHA'S VINEYARD

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being all of the owners of and all parties having any right, title, or interest in that certain subdivision shown and designated on the map or plat prepared by Richard T. Collins, L.S., Alabama, Registration No. 13406, known and designated as

MARTHA'S VINEYARD

and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 6, page 204, hereby imposed upon all of the lots of the aforesaid subdivision, according to the plat thereof, the following covenants and restrictions:

I.

(a) All lots in said subdivision shall be used for single-family residential purposes and are not to be resubdivided unless the resubdivision results in larger lots than the original platted lot(s) being subdivided. No structure other than single-family dwellings not exceeding two and one-half stories in height, and appurtenant garages and other outbuildings, shall be erected or be permitted to remain on any lot or combination of lots

(b) No structure of any kind shall be built on said property until the plans and plot plan for same has been approved by the "Architectural Control Committee" which approval shall not be unreasonably withheld.

II.

All dwellings constructed upon said property shall be of a permanent residential type. Manufactured or prefabricated buildings are specifically prohibited. All dwellings constructed on Lot 1 through Lot 22 must have a furnished living area, exclusive of basements, outbuildings, garages, terraces, porches and the like of at least 2300 square feet for one-story dwellings and 2500 square feet for two-story dwellings with a minimum of 1400 square feet on the first floor of a two-story dwelling. All dwellings constructed on Lot 23 through Lot 69 must have a furnished living area, exclusive of basements, outbuildings, garages, terraces, porches and the like of at least 1500 square feet for one-story dwellings and 1800 square feet for two-story dwellings with a minimum of 1000 square feet on the first floor of a two-story dwelling. All dwellings must have one garage for not more than three (3) automobiles, with a garage door for each bay, and the entrance to the garage on Lot 1 through Lot 22 cannot face any street.

1350

(a) The use of asbestos, composition, asphalt, vinyl, or aluminum exterior siding is expressly prohibited, except that vinyl or aluminum siding may be used in the exterior trim or eaves of the dwelling. Further, the use of "permastone" or similar material is expressly prohibited. When concrete block is used for foundations, it must be covered with brick or plaster. All driveways of said subdivision shall be of concrete or brick. All mailboxes must be approved by the Architectural Control Committee prior to installation.

(b) No building shall be located on any lot nearer than eight (8) feet to either side lot line. No building on Lot 1 through Lot 22 in said subdivision shall be located nearer than thirty-five (35) feet from any street line. No building Lot 1 through Lot 22 in said subdivision shall be located nearer than twenty (20) feet from the rear lot line. No building on Lot 23 through Lot 69 in said subdivision shall be located nearer than twenty-five (25) feet from any street line. No building on Lot 23 through Lot 69 in said subdivision shall be located nearer than ten (10) feet from the rear lot line. The Architectural Control Committee shall be authorized to grant variances from the street line setback for double fronting lots, so long as the variance does not result in violation of any city ordinances or building requirements. The Architectural Control Committee shall also be authorized to grant variances from the interior side lot line set backs if a party purchases two (2) or more lots as a single building site. The procedure for obtaining such variances shall be the same as set forth in Section XIII(b) of these covenants.

(c) Before the commencement of the construction of any building upon any lot, the plans, specifications and a plot plan therefor shall be submitted for approval by the Architectural Control Committee, showing the location of the building on said lot. For the purpose of these covenants, eaves, steps and open porches shall not be considered as 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. Where the phrase "lot line" is used herein, the same shall be construed to mean the property ownership line if the context so indicates.

IV.

No basement, tent, shack, garage, barn 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 truck, trailer, boat, bus body, mobile home, camper, recreational vehicle, or like structure be parked upon or in the street abutting, or erected or stored upon said property, or used as a residence, temporary or permanent, nor shall any residence of a temporary character be permitted with regard to construction or structure involved. No sheds, storehouses or the like will be permitted on any lot except with the written approval of the Architectural Control Committee. All approved sheds, storehouses, outbuildings or the like must have the same exterior construction as the dwelling. No outside clothes lines or other apparatus for the drying of clothes shall be permitted unless it is obscured from view in a manner approved by the Architectural Control Committee.

V.

No fences are allowed on lots except upon written approval of the Architectural Control Committee.

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose and are not kept or maintained in such a manner as, in the judgment of the Architectural Control Committee, to create a nuisance. No lot may be used for agricultural purposes, except that a private vegetable garden may be maintained on the rear one-third of each lot.

VII.

In-home businesses shall be permitted in limited circumstances with written approval from the Architectural Control Committee. The criteria for such approval shall be as follows: (a) The business must be conducted exclusively within the residence; (b) The business cannot involve solicitation of other residents of the subdivision; (c) The business cannot include the placement of any signs, materials, inventory, or other such items in the yard, driveway, or other area outside the residence; (d) The business cannot involve the parking of any vehicles other than the owner's personal vehicles on the lot or street; (e) The business cannot result in excessive traffic in the subdivision; (f) The business must meet all city zoning requirements or receive a variance from the appropriate city board to operate within the existing zone; (g) day-care or other child-care services are specifically prohibited.

No other business or trade of any kind, or other commercial enterprise or noxious or offensive activity shall be engaged in or carried on upon any lot, or on said property, nor shall anything be done there on which may be or become any annoyance, danger, or nuisance to the neighborhood.

No motorcycles, three-wheelers, all terrain vehicles or the like, except for ingress and egress, shall be allowed to operate within the subdivision. No major mechanical work shall be done on automobiles, boats, motors, trailers, etc. on the lot except for emergency purposes. No discharge of firearms shall be allowed in the subdivision, nor shall hunting be allowed.

VIII.

The street frontage of all lots shall be maintained clean, neat, and free of undergrowth at all times, and no noxious or offensive conditions shall be continued thereon. No lot shall be used or maintained as a dumping ground for rubbish or garbage. Trash, garbage, or other waste shall not be kept except in sanitary containers, and all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

IX.

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, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use of boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

X.

No sign of any kind shall be displayed in public view on any lot except on professional 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.

No political signs may be erected for any purpose without the written permission of the Architectural Control Committee. The Architectural Control Committee is hereby given express permission to enter upon any lot and remove, at the owner's expense, any building, structure, or posting in violation of this instrument

XI.

Perpetual easements are reserved for utility installation and maintenance as set forth on recorded plat

XII.

The Architectural Control Committee for such subdivision shall consist of *Billy L. Hensley, Roy S. Graves, Deborah H. Graves, Betty Ann Thompson, and James H. Sandlin, Jr.*, all of Florence, Alabama

A majority of the Committee may designate a representative to act for it or cast any vote. Any votes on any question presented to the Committee may be presented orally in any Committee meeting or in writing, whether or not such party may be present at such meeting. The members of such Committee shall serve until they shall resign or be removed by death, and the remaining members, or members, shall have full authority to designate a successor or successors, in any such case.

XIII.

(a) At any time the then record owners of three-fourths of the lots in said subdivision shall have the power, through a duly acknowledged instrument, to amend or abolish these covenants, or to change the membership of the Architectural Control Committee, or to withdraw from the committee, or restore to it any of its powers or duties. The term "record owner" shall not include mortgages or lien holders.

(b) The Architectural Control Committee shall be vested with authority and power to pass upon, by approval or disapproval, any changes in or variances from these Protective Covenants. Any desired variance or change shall be presented to the Architectural Control Committee in writing, and the 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 thirty (30) days after plans and specifications have been submitted, or, in any event, if no suit to enjoin the proposed construction has been commenced prior to the substantial completion of construction, approval will not be required, and the related Covenants shall be deemed to have been fully complied with.

XIV.

(a) 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 forty (40) years from the date these Covenants are recorded, after which time said Covenants shall automatically be extended for successive periods of ten (10) years, unless at any time hereafter an instrument in writing, executed as aforesaid, changing or abandoning said Covenants, shall be recorded as aforesaid.

(b) If the parties hereto, or any of them, or their heirs, assigns, or successors, shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any person or firm owning any real property covered by these Covenants to prosecute any proceedings at law or in equity against the person or persons, or others parties or entities, violating or attempting to violate any such covenant, and either to prevent such violations or to recover damages for the same.

(c) Invalidation of any of these Covenants by judgment or Court shall in no way affect any of the other provisions which shall remain in full force and effect.

WITNESS the hands and seals of the undersigned on the 6th day of December,

1995

Billy Hensley
BILLY L. HENSLEY, Developer

STATE OF ALABAMA

COUNTY OF LAUDERDALE

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that BILLY L. HENSLEY, who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily.

Given under my hand and official seal this the 6th day of December,

1995.

Mary Nell Garbrough
Notary Public My Commission Expires 02/28/97

STATE OF ALABAMA
LAUDERDALE COUNTY
NOTARY PUBLIC

Dec 6 3 33 PM '95

JUDGE

Dwight F. ...
JUDGE OF ...

STATE OF ALABAMA
LAUDERDALE COUNTY
I CERTIFY THIS
INSTRUMENT
Dec 6 10 44 AM '95

STATE OF ALABAMA

COUNTY OF LAUDERDALE

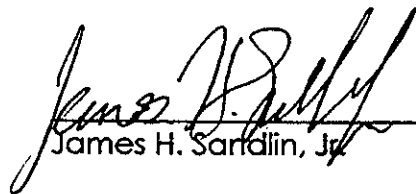
Recording Fee 11.00
TOTAL 11.00

**CHANGE OF MEMBERSHIP IN ARCHITECTURAL CONTROL COMMITTEE
FOR MARTHA'S VINEYARD**

Pursuant to Section XII of the Corrective Protective Covenants of Martha's Vineyard, as recorded at Fiche 95-530, frames 20 through 24, the following changes to the Architectural Control Committee of said subdivision are hereby made:

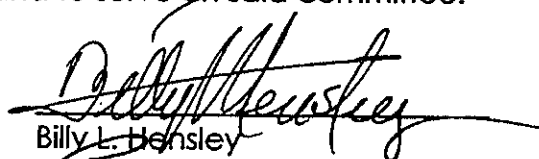
I, James H. Sandlin, Jr., hereby resign from my position on the Architectural Control Committee of Martha's Vineyard.

8-9-05
Date

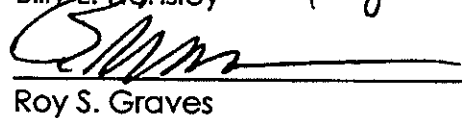

James H. Sandlin, Jr.

We, Billy L. Hensley, Roy S. Graves, Deborah H. Graves and Betty Ann Thompson, the remaining members of the Architectural Control Committee of Martha's Vineyard, hereby designate and appoint Charles J. Kelley to fill the position formerly held by James H. Sandlin, Jr., and to serve on said committee.

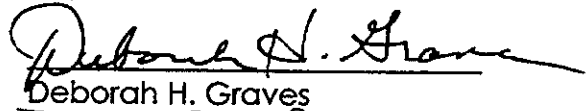
8/11/05
Date


Billy L. Hensley

8/11/05
Date


Roy S. Graves

8/11/05
Date


Deborah H. Graves

8-18-05
Date


Betty Ann Thompson

I, Charles J. Kelley, do hereby accept the designation and appointment to serve on the Architectural Control Committee of Martha's Vineyard.

9-12-05
Date


Charles J. Kelley