

STATE OF ALABAMA
LAUDERDALE COUNTY

3012

PROTECTIVE COVENANTS
NORTH GATE ESTATES

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being all the owners of and all parties having a right, title or interest in, that certain subdivision shown and designated on the map and plat prepared by James E. Hall, Registered Land Surveyor, known and designated as North Gate Estates, and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, , hereby impose 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 residential purposes only.

(b) No structure of any kind shall be built on said property until the plans and plot plan for same have been approved by the "Architectural Control Committee", which approval shall not be unreasonably withheld. If no suit for injunction has been filed by the time any structure is substantially completed it shall be conclusively presumed that the plans for same were approved and no further approval shall be necessary.

II

All dwellings placed or constructed upon said property shall be of a residential type. Manufactured and prefabricated structures may be constructed or placed upon said lots with approval of the "Architectural Control Committee". All dwellings must have a living finished area, exclusive of basements, outbuildings, carports, terraces, porches, and the like, of at least 600 square feet.

III

No structure shall be located on any lot nearer than 8 feet to the side lot line. No dwelling in said subdivision shall be located on any lot nearer the frontlot line than 30 feet or nearer than 10 feet to the rear lot line. All structures on corner lots shall not be closer than

30 feet to the property lines along each street. Before construction is started on any house upon any lot, the plot plans, and house plans shall be submitted for approval by the Architectural Control Committee showing the location of the structure on said lot.

IV

No basement, tent, shack, garage, barn or other outbuildings erected on any lot in said subdivision shall at any time be used as a residence, temporary or permanent. No accessory building shall be erected in any required yard, and no separate accessory building shall be erected within five feet of any other building.

V

The street frontage of all lots shall be maintained clean and neat 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 wastes 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.

VI

No sign of any kind shall be displayed in public view on any lot except one sign of not more than 5 square feet for advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. No sign shall be left on the premises for any period longer than three years.

VII

A perpetual easement is reserved for utility installation and maintenance as set forth on recorded plat and other instruments of record granting utility easements.

Where a dwelling site is composed of several lots or a part of a lot or parts of several lots and the phrase "side lot line" is used, the same shall be construed to mean the property ownership line, unless the utility easement or easements along said lot line has been utilized by the City of Florence Utility Departments or the developer has utilized the lot line for storm drainage use.

VIII

On a corner building site in any district in which a front yard is required, no fence, wall, hedge, structure or planting creating a material impediment to visibility between the heights of two and one-half ($2\frac{1}{2}$) feet and eight (8) feet above the street grade at the intersection shall be erected, placed or maintained within the triangular area formed by the intersecting street lines and a straight line connecting such street lines at points equidistant from such point of intersection and passing through a point, which point is the intersection of lines defining the required front and side yards.

No fence, wall or hedge that obstructs sight shall be erected, altered or placed in any required front yard to exceed a height of two and one-half ($2\frac{1}{2}$) feet above the street grade and no fence, wall or hedge shall be erected, altered or placed in any required side or rear yard to exceed a height of eight (8) feet.

IX

The "Architectural Control Committee" for such subdivision shall consist of Hillard Matthews, Wayne Fritts, and James E. Hall all of Florence, Alabama. A majority of the Committee may designate a representative to act for it or cast all votes. Any vote 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 member of such committee shall serve until they shall resign, or be removed by death, and the remaining members shall have full authority to designate a successor in such case.

X

The "Architectural Control Committee" shall be vested with authority and power to pass upon, by approval or disapproval, any changes in the architectural requirements for any structures as designated in these protective covenants. Any desired deviation or change shall be presented to the "Architectural Control Committee" in writing and the approval or disapproval as required in these covenants by such committee shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, 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.

XI

Whenever, in the opinion of a majority of the members of the "Architectural Control Committee" no substantial damage will be done to anyone owning any parcel of land in the subdivision, it shall have full authority, anything in these protective covenants to the contrary notwithstanding, to waive or allow any violation of any provision of these protective covenants, whether such violation be present or prospective. Such waiver to be effective must be reduced to writing over the signature of a majority of the committee, and acknowledged by a majority of the committee before a Notary Public.

XII

(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 25 years from the date of these covenants are recorded after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument in writing, executed as aforesaid, changing or abandoning said covenants has been recorded aforesaid.

(b) If the parties hereto, or any of them or their heirs or assigns or successors shall violate or attempt to violate any such covenant, and either to prevent him or them or such entity from so doing, or to recover damages for such violations.

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals at Florence, Alabama, on this 28 day of July, 1971.

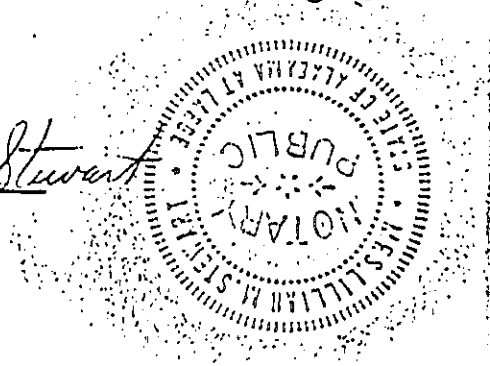
M & F Development, Inc.,
a corporation, Owner,

BY: William D. Matthews
President

Wayne Fritts
Wayne Fritts, Secretary

Mrs. Lillian M. Stewart
Notary Public

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