

STATE OF ALABAMA]

LAUDERDALE COUNTY]

5747

PROTECTIVE COVENANTS

FOR

OAKVIEW ESTATES

The undersigned, Douglas Gilchrist and Charlene L. Gilchrist, and Bank of Lexington, being all of the owners and persons having an interest in and all of the mortgagees of the property embraced in the subdivision shown on the map and plat prepared by Carol S. Amons, Registered Surveyor, known and designated as OAKVIEW ESTATES, situated in the East one-half of Section 22, Township 2 South, Range 9 West, Lauderdale County, Alabama, and recorded in the office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 5 at Page 87, hereby impose on all the lots provided in said plat the following covenants and building restrictions:

I

These covenants do not apply to Lots 1, 2, 3, 63, 84, 85, 86, 87 and 88 in said subdivision, which lots are hereby designated commercial.

II

(a) All lots (except Lots 1, 2, 3, 63, 84, 85, 86, 87 and 88) shall be used for single-family residential purposes. 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 have been approved by the "Architectural

Control Committee," which approval shall not be unreasonably withheld.

III

All dwellings constructed upon said property shall be of a permanent residential type. Manufactured or prefabricated buildings may be constructed with the specific approval of the Architectural Control Committee. All dwellings must have a finished living area, exclusive of basements, outbuildings, carports, garages, terraces, porches and the like, of at least 1,250 square feet if a one-story house, and 1,000 square feet if a one and one-half or two-story house. All dwellings must have a carport or a garage.

IV

(a) The use of asbestos, composition or asphalt exterior siding is expressly prohibited, except that asbestos shingles may be used in the gables of the roof. Further, the use of "perma-stone" or similar material is expressly prohibited. When concrete block is used for foundations, it must be covered with concrete or plaster. All driveways of said subdivision shall be of hard surface such as concrete, asphalt, or brick.

(b) No building structure shall be located on any lot nearer than eight (8) feet to either side lot line. The front building setback line shall be no nearer than thirty (30) feet to the front property line. No building in said subdivision shall be located on any lot nearer the rear lot line than twenty-five (25) feet.

(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 this covenant,

VOL 1229 PAGE 375

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.

V

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, bus body, mobile home, camper or like structure be parked upon or in the street abutting, or erected 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.

VI

No fences shall be placed on any lot except upon written approval of the Architectural Control Committee, and no fence shall in any event be allowed within fifty (50) feet of the front property line, except that in the case of corner lots, no fence in any event may be constructed closer to the front property line than the minimum building setback line.

VII

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. 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.

VIII

No 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 thereon which may become an annoyance, danger, or a nuisance to the neighborhood.

IX

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.

X

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 in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

XI

No sign of any kind shall be displayed in public view on any lot, except one professional sign of not more than two (2) square feet, one sign of not 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.

Perpetual easements are reserved for utility installation and maintenance as set forth on said recorded plat, as amended by proceedings of City of Florence and Lauderdale County governing bodies.

XIII

The Architectural Control Committee for this subdivision shall consist of Douglas Gilchrist, Charlene L. Gilchrist, and William S. Gullett. A majority of the Committee may designate a representative to act for it or cast any vote. 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 members of such Committee shall serve until they shall resign or be removed by death, and the remaining members or member shall have full authority to designate a successor or successors in any such case.

XIV

(a) At any time, the then record owners of two-thirds 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.

(b) The Architectural Control Committee shall be vested with authority and power to pass upon, by approval or disapproval, any changes 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 within thirty (30) 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 complied with. The term, "record owner", shall not include mortgagees or lien holders.

XV

Whenever, in the unanimous opinion 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 Paragraphs II, III and IV of these protective covenants, whether such violation be present or prospective. Such waiver, to be effective, must be reduced to writing over the signatures of each member of the Committee and acknowledged by each member of the Committee before a Notary Public.

XVI

(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 be automatically 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 have been 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

VOL 1229 PAGE 379

property covered by these covenants to prosecute any proceeding at law or in equity against the person or persons or other 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 one of these covenants by judgment or court order 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 this the

27th day of April, 1984.

Douglas Gilchrist (SEAL)
Douglas Gilchrist

Charlene L. Gilchrist (SEAL)
Charlene L. Gilchrist

BANK OF LEXINGTON, a banking corporation,

BY: Steve R. [Signature]
Its Asst. Cashier

ATTEST:

[Signature]
Its [Signature]

STATE OF ALABAMA]

LAUDERDALE COUNTY]

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that Douglas Gilchrist and wife, Charlene L. Gilchrist, 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 this 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

April, 1984.

Paul Fisher
Notary Public

STATE OF ALABAMA]

LAUDERDALE COUNTY]

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that Steve Pittrell, whose name as Asst. Cashier of Bank of Lexington, a banking 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 this 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 27th day of

April, 1984.

Connie Deering
Notary Public

STATE OF ALABAMA,
LAUDERDALE COUNTY, PROBATE COURT

I hereby certify that the foregoing instrument was
filed to record in this office on April 30, 1984
8:42 AM o'clock and duly recorded in Volume 229 Page 378-81
Deed Tax \$ _____ Mtg. Tax _____ Fee 12.00

William Blumstein Judge of Probate

VOL 229 PAGE 381

STATE OF ALABAMA *
LAUDERDALE COUNTY *

UTILITY EASEMENT

3469

For value received, R. DOUGLAS GILCHRIST and wife, CHARLENE L. GILCHRIST, hereby grant, bargain, sell and convey unto the CITY OF FLORENCE, ALABAMA, a municipal corporation, utility easements as hereinafter described for the purpose of constructing, erecting, installing and maintaining electrical cables, lines, wires and poles, and other utilities with the right and privilege to cut and clear all trees and other objects which may endanger said utilities in, under, upon, over and across the following described land in Lauderdale County, to-wit:

All streets and public roads in OAKVIEW ESTATES Subdivision; and all utility easement areas as shown and indicated on Lots 1 through 3, inclusive; Lots 5 through 43, inclusive; and Lots 45 through 88, inclusive; all according to the map and plat of said subdivision as recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book _____ at page _____.

TO HAVE AND HOLD the aforesaid rights, privileges and easements to grantee, CITY OF FLORENCE, ALABAMA, its successors and assigns, forever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 2nd day of February, 1981.

STATE OF ALABAMA
LAUDERDALE COUNTY

I hereby certify that no tax has been collected on this instrument.

[Signature]
Judge of Probate

"NO TAX COLLECTED"

[Signature]

R. DOUGLAS GILCHRIST

[Signature]

CHARLENE L. GILCHRIST

STATE OF ALABAMA *
LAUDERDALE COUNTY *

I, Julia D. Teks, a Notary Public in and for said County in said State, hereby certify that R. DOUGLAS GILCHRIST and wife, CHARLENE L. GILCHRIST, whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this date that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 2nd day of February, 1981.

STATE OF ALABAMA,
LAUDERDALE COUNTY, PROBATE COURT

I hereby certify that the foregoing instrument was

filed to record in this office on Feb. 18, 1981

at 9:39 am and duly recorded in V 1123 Page 433

Deed Tax \$ _____ Mtg. Tax \$ 2.00

[Signature]

NOTARY PUBLIC

STATE OF ALABAMA)
LAUDERDALE COUNTY)

5622

THIS CONVEYANCE, made at Florence, Alabama, this 24th
day of April, 1984, by and between th City of
Florence, Alabama, a municipal corporation, first party, and Douglas Gil-
christ and Charlene L. Gilchrist , second party.

W I T N E S S E T H:

THAT, WHEREAS, it is the intention of the parties to
this conveyance to extinguish those certain easements hereinafter
described, over and across the property hereinafter described;

NOW, THEREFORE, for and in consideration of the sum of
One Dollar (\$1.00) cash in hand paid by the second party to first
party, the receipt whereof is hereby acknowledged, first party
does by these presents release, remise, quitclaim and convey
unto the second party those certain easements described as
follows:

All side lot Utility easements as shown on
recorded Plat in excess of 8 feet in Oakview
Estates, a Subdivision as recorded in the
Office of the Probate Judge of Lauderdale
County, Alabama in Plat Book 5 at Page 87.

TO HAVE AND TO HOLD the same unto second party, its
successors and assigns forever.

This conveyance on the part of first party is authorized by an ordinance of the Board of Commissioners of the City of Florence, Alabama, adopted of the 24th day of April, 1984.

IN WITNESS WHEREOF, the first party has caused its corporate name to be hereunto subscribed by William E. Batson, President of the Board of Commissioners and Ex Officio Mayor, and has caused its duly attested corporate seal to be hereunto affixed by its Clerk, James E. Wilson, on the date first above written.

CITY OF FLORENCE, ALABAMA,
a municipal corporation,

By William E. Batson
President of the Board of
Commissioners and Ex Officio Mayor

ATTEST:

James E. Wilson
City Clerk

STATE OF ALABAMA)
LAUDERDALE COUNTY)

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that William E. Batson, whose name as President of the Board of Commissioners and Ex Officio Mayor of the City of Florence, Alabama, a municipal corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, 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 24th day of April, 1984.

STATE OF ALABAMA,
LAUDERDALE COUNTY, PROBATE COURT
I hereby certify that the foregoing instrument was
filed to record in this office on April 24, 1984
at 11:50 AM and duly recorded in Vol. 227 Page 1010-011
Dead Tax \$.50 Mtr. Tax _____ Fee 3.00

William B. Mendenhall
Notary Public

William B. Mendenhall
Judge of Probate

VOL 227 PAGE 1011

6197

RESOLUTION

BE IT RESOLVED BY THE LAUDERDALE COUNTY COMMISSION
AS FOLLOWS:

WHEREAS, it has been determined that the extinguishment of the
following portions of easements is in the general interest and welfare:

NOW, THEREFORE, the following portions of utility easements are
hereby extinguished, to-wit:

All side lot utility easements as shown on recorded plat
in excess of 8 feet in OAKVIEW ESTATES, a subdivision,
as recorded in the office of the Judge of Probate of Laud-
erdale County, Alabama, in Plat Book 5 at Page 87.

ADOPTED, this 13 day of May, 1984.

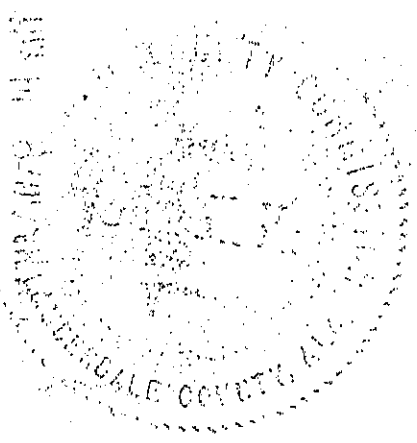
William Blumson
Chairman

Setton Hillen

Ronnie Owens

Larry J. Hay

Bobby M^c Cormick



STATE OF ALABAMA,
LAUDERDALE COUNTY, PROBATE COURT
I hereby certify that the foregoing instrument was
filed to record in this office on May 14, 1984
at 9:34 AM o'clock and duly recorded in Volume 1229 page 498
Deed Tax \$ M.R. Tax Fee 1.50

William Blumson Judge of Probate

This Instrument Prepared by
Gary P. Wilkinson, Attorney
Florence, Alabama

STATE OF ALABAMA

COUNTY OF LAUDERDALE

9472

ROAD RIGHT-OF-WAY EASEMENT AND
DEDICATION OF RESTRICTIVE COVENANTS

This road right-of-way easement and dedication of restrictive covenants to run with the land is executed by Douglas Gilchrist and his wife, Charlene L. Gilchrist (hereafter called first parties) and Gertrude Hester (hereafter called second party) in Florence, Alabama, on August 31, 1984,

W I T N E S S E T H

WHEREAS, first parties are the owners of Oak View Estates, a subdivision in Lauderdale County, Alabama, which said subdivision is recorded in Plat Book 5 at page 87 in the records of the Judge of Probate of said county and state, and

WHEREAS, second party is the owner of 5.52 acres immediately adjoining Oak View Estates on the east which said property is more particularly described in deed to second party dated February 1, 1984, as recorded in the Lauderdale County Probate Office in

Volume 1231, at page 352, and

WHEREAS, first parties and second party have agreed that first parties shall grant second party a twenty-four feet wide by 159.84 feet long easement for ingress and egress between lots 78 and 77 of Oak View Estates which said easement is more particularly described below, and

WHEREAS, first parties desire that the easement granted to the second party be used solely for the purpose of ingress and egress to the second party's property, and

WHEREAS, first parties desire that second party, her heirs or assigns, never maintain on said property at any one time more than one (1) mobile home or more than one family per structure, and

WHEREAS, the second party agrees to use the easement granted by the first parties only for ingress and egress to her property

STATE OF ALABAMA
LAUDERDALE COUNTY

I hereby certify that no tax has been collected on this instrument.

J. Wilkinson
Judge of Probate

"NO TAX COLLECTED"

LEBECK & YATES
ATTORNEYS AT LAW
P. O. DRAWER 10
FLORENCE, AL 33631
PHONE (205) 764-0582

and the second party agrees and covenants with the first parties
VOL 1237 PAGE 46
to restrict the use of the second party's land now and forever,
the covenants being intended to run with the land, so as to
exclude its use for more than one (1) mobile type home at any one
time or more than one family per structure.

NOW, THEREFORE, in consideration for the granting or dedica-
tion of the restrictive covenant to run with the land as granted
or dedicated below by the second party, the first parties do
grant, bargain, sell and convey unto the second party an easement
of right-of-way for a road over and under the following real pro-
perty located in Lauderdale County, Alabama, more particularly
described as follows:

A twenty-four feet wide access road 159.84 feet in length
lying between the North line of Lot 77 and the South line
of Lot 78, both in Oak View Estates, as recorded in Plat
Book 5, at page 87 in the Office of the Judge of Probate
of Lauderdale County, Alabama.

TO HAVE AND TO HOLD said easement of right-of-way unto the
second party, her heirs, and assigns forever, and

NOW THEREFORE, in consideration of the granting of the ease-
ment above by the first parties, the second party does hereby
dedicate and declare the following restrictive covenant concerning
the real property of second party hereinabove referred to and made
a part hereof, which said restrictive covenant is to run with the
land and be forever binding:

The property shall not be used to maintain at any one time
more than one (1) mobile type home, or more than one family per
structure.

IN WITNESS WHEREOF, we have hereunto set our signatures and
seals on this 31st day of August, 1984.

Douglas Gilchrist (SEAL)
Douglas Gilchrist (first parties)

Charlene L. Gilchrist (SEAL)
Charlene L. Gilchrist (first parties)

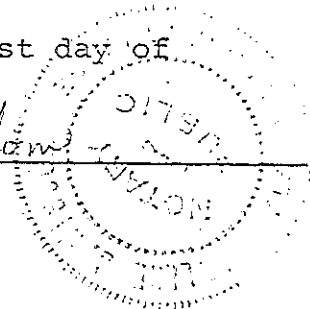
Gertrude Hester (SEAL)
Gertrude Hester (second party)

STATE OF ALABAMA)
COUNTY OF LAUDERDALE)

I, the undersigned authority, a Notary Public in and for said County in said State, certify that Douglas Gilchrist, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31st day of August, 1984.

Arlene C. Wisdom
Notary Public



STATE OF ALABAMA)
COUNTY OF LAUDERDALE)

I, the undersigned authority, a Notary Public in and for said County in said State, certify that Charlene L. Gilchrist, whose name 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31st day of August, 1984.

Lucinda Jordan
Notary Public

STATE OF ALABAMA)
COUNTY OF LAUDERDALE)

I, the undersigned authority, a Notary Public in and for said County in said State, certify that Gertrude Hester, whose name 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31st day of August, 1984.

J. L. Leach
Notary Public

STATE OF ALABAMA,
LAUDERDALE COUNTY, PROBATE COURT

I hereby certify that the foregoing instrument was filed to record in this office on Sept 6, 1984 at 4:20 o'clock and duly recorded in Vol. 1237 Page 45-47.
Deed Tax \$ _____ Mtg. Tax _____ Fee 8.00

William Blumson Judge of Probate