

STATE OF ALABAMA X

LAUDERDALE COUNTY X

PROTECTIVE COVENANTS

FOR

ROGERSVILLE HEIGHTS SUBDIVISION

The undersigned Albert McConnell Builders, Inc., a corporation, being the owner of all the property embraced in the subdivision shown on the map and plat prepared by S. K. Alexander, Registered Surveyor, known and designated as ROGERSVILLE HEIGHTS SUBDIVISION, located in Lauderdale County, Alabama, and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 5, at page 54, hereby impose on all the lots except Lots Numbered 1, 2 and 29, provided in said plat the following covenants and building restrictions, which covenants are to run with the land and shall be binding on all parties and all persons claiming under them until June 1, 1999, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them or their heirs, successors or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

1. All lots in the subdivision except Lots Numbered 1, 2, and 29 are for residential use only and not more than one residence shall be erected on any building lot, which building lot may be a part of one or more numbered lots as hereinafter limited in Paragraph 7. No structures shall be erected, altered placed or permitted to remain on any residential building lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars, and other outbuildings incidental to residential use of the lot, except as set forth above.

2. No noxious or offensive tract or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

3. No trailer is permitted on any lot except for a reasonable time as a construction shack, and no trailer, basement, tent, shack, garage or other outbuilding permitted to be erected in the tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

4. DWELLING QUALITY AND SIZE: No dwelling shall be permitted on any lot except of good quality workmanship and materials and with a ground floor of the main structure, exclusive of one-story open porches and garages, of not less than 1,000 square feet of living space, except as hereinafter provided.

5. Perpetual easements are reserved for utility installation and maintenance, as shown on said recorded plat.

6. BUILDING LOCATION: No dwelling shall be located on any lot nearer to the front lot line than 30 feet (with the exception of Lots 1, 2 & 29). No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. No dwelling shall be located nearer than 10 feet to a building

lot side 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 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.

7. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any building lot having a width of less than 90 feet at the minimum building setback line, or shall any dwelling be erected or placed on any lot having an area of less than 15,000 square feet.

8. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one 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.

9. No oil drilling, oil developments 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 structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

10. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

11. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

12. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at point 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 sight line limitations shall apply on any lot within 10 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 foilage line is maintained at sufficient height to prevent obstruction of such sight lines.

13. ARCHITECTURAL CONTROL: No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the hereinafter Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Paragraph 15 hereof.

14. The Architectural Control Committee is composed of Albert McConnell, Freddie McConnell and James Albert McConnell.

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then record owners of 85% of the lots shall have the power, through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

15. PROCEDURE: The committee's 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 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

IN WITNESS WHEREOF, we have caused this instrument to be executed and have hereunto set our hands and seals, this 12th day of November, 1979.

ALBERT McCONNELL BUILDERS, INC.,
a corporation

By: Albert McConnell

Albert McConnell, President


Freddie McConnell
Freddie McConnell, Secretary

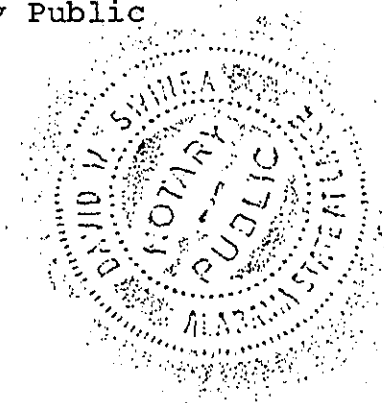
STATE OF ALABAMA

LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Albert McConnell, whose name as President of Albert McConnell Builders, Inc., a 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 the 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 12th day of November, 1979.


Notary Public



Filed, November 14, 1979 at 10:55 AM

Recorded, Book 1163 Pages 532-537