

STATE OF ALABAMA  
COUNTY OF LAUDERDALE

6820 FICHE 90-0083 FRAME D002

PROTECTIVE COVENANTS

The undersigned, being all 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 S. K. Alexander, Registered Surveyor, known and designated as **STONE HEDGE ESTATES** and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 6 on Page 69, hereby impose upon all of the lots of 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. No structure other than one family dwelling and appurtenant garages and outbuildings, shall be erected, placed or permitted to remain on any lot or combination of lots.

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

II.

All dwellings constructed upon said property shall be of a permanent residential type and constructed of good quality workmanship and materials. Manufactured or prefabricated buildings may be constructed with the specific written approval of the Committee. All dwellings must have a finished living area, exclusive of basements, outbuildings, carports, garages, terraces, porches and the like, of at least 1600 square feet, if one story, and at least 1800 square feet, if two story, with at least 1250 square feet for ground level. All dwellings must have a carport or garage. All swimming pools must be "in-ground" and located at the rear of the house.

COLEBECK  
YATES  
&  
MITCHELL  
FIRST FEDERAL  
BUILDING  
SUITE 300  
FLORENCE  
ALABAMA

413  
copy to Alexander  
Map 5. Original  
revisions

116-01

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

## III.

(a) The use of asbestos, composition or asphalt exterior siding is expressly prohibited. When concrete blocks are used for foundations, they must be covered with brick or plaster. All driveways of said subdivision shall be of hard surfaces, such as concrete, asphalt, or brick and finished within one year of completion of dwelling.

(b) No building structure shall be located on any lot nearer than 10 feet to any side lot line, nearer than 25 feet to the rear lot line, or nearer than 40 feet from the road frontage (front lot line). No garage or carport entrance shall face the street.

## 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, 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. No sheds, storehouses or the like will be permitted on any lot except with the written approval of the Committee, and all outbuildings are required to match exterior of house.

## V.

No fences shall be placed on any lot except upon Committee written approval and no fence shall, in any event, be allowed within 50 feet of the front property line.

## VI.

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 dog

pens shall be allowed except in rear corner of lots. No hunting dogs or other pets that annoy neighbors with irritating noises, or cause a nuisance, as decided solely by the Architectural Control Committee, shall be allowed.

## VII.

No lot may be used for agricultural purposes, except that a private vegetable garden may be maintained on the rear 1/3 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, or shall anything be done which may be or become any annoyance, danger or a nuisance to the neighborhood.

## IX

The street frontage of all lots shall be maintained in a clean and neat fashion and be kept 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. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All yards shall be kept mowed, manicured, neat, and free of litter at all times. Any lot owner, including the developers, are responsible for maintaining upkeep of their lot or lots even though a residence is not yet constructed. Each lawn shall be landscaped within one year of completion of dwelling. No wood or other such items shall be dumped in any yard, but must be stacked neatly out of sight of street.

## X.

No sign of any kind shall be displayed in public view on any lot except: (a) one professional sign of not more than two square feet, or (b) one sign of not more than five square feet advertising the property for sale or rent, or

(c) signs used by a builder to advertise the property during the construction and sales period.

## XI

No owner shall have longer than eight months after construction begins to complete his/her house and have it ready for occupancy unless otherwise approved by the Architectural Control Committee.

## XII

The Architectural Control Committee for this subdivision shall consist of three members who will initially consist of Richard Roberson, Janie Roberson and Charles Roberson, all of Lauderdale County, Alabama. 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.

## XIII

(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, subject to the following paragraph.

(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, 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. The term "record owner" shall not include mortgagees or lien holders.

## XIV

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 to waive or allow any violation of Paragraphs II and III 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 each member of the Committee, and acknowledged by each member of the Committee, before a Notary Public, and recorded in the Office of the Judge of Probate.

## XV


(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 40 years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of ten 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 property covered by these Covenants to prosecute any proceedings 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 shall in no way effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have hereunto caused these presents to be executed on this the 9<sup>th</sup> day of April, 1990.

  
Richard Roberson

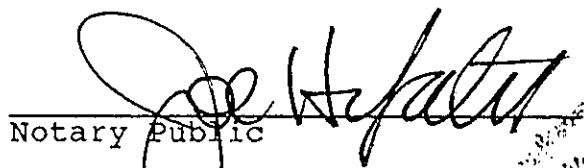
  
Janie Roberson

STATE OF ALABAMA

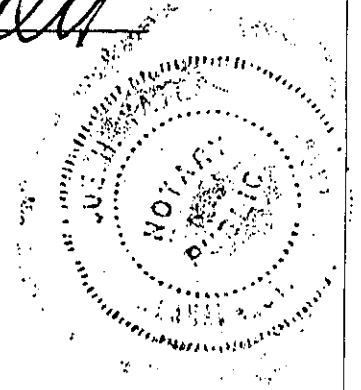
COUNTY OF LAUDERDALE

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that RICHARD ROBERSON and JANIE ROBERSON, 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 the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 9<sup>th</sup> day of April, 1990.

  
Notary Public

MY COMMISSION EXPIRES 5-27-92



STATE OF ALABAMA  
LAUDERDALE COUNTY, PROBATE COURT

I hereby certify that the foregoing instrument was filed to record in this office on April 12, 1990 at 11:50 AM o'clock and duly recorded by FICHE 90-0083 Frame D002-D007 Costs Tax \$ — Mfg. Tax — Fee 16.00

 Judge of Probate

STATE OF ALABAMA  
LAUDERDALE COUNTY  
APR 12 11 50 AM 1990

COLEBECK  
YATES  
&  
MITCHELL  
FIRST FEDERAL  
BUILDING  
SUITE 300  
FLORENCE  
ALABAMA