

THE STATE OF ALABAMA

COUNTY OF LAUDERDALE

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, That 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 and plat prepared by William A. White, Engineer, known and designated as TERRACE VIEW SUBDIVISION, and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book No. 4 on Page 68, 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 purpose only; and no structure other than one family dwellings and appurtenant garages shall be erected, placed or permitted to remain on any residential building lot or combination of lots not in keeping with such purposes, and one family dwellings shall not exceed two and one-half stories in height.

(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 constructed upon said property shall be of a permanent residential type. Manufactured or prefabricated buildings may be constructed with specific 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 1200 square feet. All dwellings must have a carport or garage.

Next Page

Page #2, continued.

JK  
III ✓

The use of asbestos, composition or asphalt exterior siding is expressly prohibited, except that asbestos shingles or siding may be used with the gables or roof. When concrete block is used for foundation it must be covered with brick, concrete, stucco or plaster. No building structure shall be located on any lot nearer than 8 feet to the side lot line, on the carport or garage side of the residence, or nearer than 10 feet on the other side of the residence. The building set back line is as shown on the recorded plat. No building in said subdivision shall be located on any lot nearer the front lot line than 35 feet or nearer than 35 feet to the rear lot line or nearer than 35 feet to any side street line. 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 house on said lot. Where one party owns two or more connecting lots, then the center lot lines will not be binding in relation to the locations of a house, however, the setback lines as shown on the plat shall remain in effect.

IV ✓

No basement, tent, shack, garage, barn or other outbuildings erected on any lot in said subdivision shall be at any time used as a residence, temporary or permanent, nor shall any trailer, bus body, or like structure be parked upon or erected upon said property or used as a residence, temporary or permanent, nor shall any residence of a temporary character be permitted. No trailer, bus body, or the like shall be allowed to be parked on any lot, temporary or permanent except with the written approval of the Architectural Control Committee.

V ✓

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.

97  
Next Page

Page #3, continued.

VI ✓

No business of any kind, or trade, 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, therefore, which may be or become an annoyance, danger, or a nuisance to the neighborhood including the discharge of guns, air or any kind.

VII ✓

The street frontage of all lots shall be maintained clean and neat at all times and no noxious of 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.

VIII ✓

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.

IX ✓

No sign of any kind shall be displayed in public view on any lot except one professional sign of not more than 2 square feet, one sign of not of not more than 5 square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and and sales period.

X ✓

A perpetual easement is reserved for utility installation and maintenance as set forth on said recorded plat. The granting of this easement or right of access shall not prevent the use of the area by the owner for buildings.

Page #4, continued.

XI ✓

The "Architectural Control Committee" for such subdivision shall consist of D. Edward Ray, Gerry Ray and W.A. White, all of Florence, 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 shall have full authority to designate a successor in such case.

XII ✓

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 structure 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.

XIII ✓

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 and III of these protective covenants, whether in 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 before a Notary Public.

Page #5, continued.

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 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 as aforesaid.

(b) If the parties hereto or any of them or their heirs or assigns or successors shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons, corporation or corporations, or any legal entity, 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 covenants, 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.

XV ✓

The restrictions contained herein to residential purposes only shall not prevent the use of the property for church or religious purposes if approved by the "Architectural Control Committee."

Shoals National Bank, Florence, Alabama, as mortgagee, joins in the execution of these covenants.

In Testimony Whereof, the parties hereto have set their hands and seals on this 16 day of January, 1968.

/s/ D. Edward Ray (SEAL)  
D. Edward Ray

/s/ Gerry Ray (SEAL)  
Gerry Ray

/s/ W.A. White (SEAL)  
W.A. White

Next Page