

THE STATE OF ALABAMA  
COUNTY OF LAUDERDALE

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being all of 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. Hallmark, Engineer, known and designated as CYPRESS HEIGHTS, and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book No. 4, at Page 52-53, hereby impose upon all of the lots of the aforesaid Subdivision, except Block X, the following covenants and restrictions:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1990, at which time said covenants shall be automatically extended for successive periods of ten 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 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 development or 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 restricted lots in the subdivision are for residential use only, and not more than one residence shall be erected on any lot. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed

2- $\frac{1}{2}$  stories in height and a private garage for not more than three cars and other outbuildings incidental to residential use of the lot.

2. No noxious or offensive trade 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, basement, tent, shack, garage, barn, or other outbuilding 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, except that servants may reside in a garage or outbuilding.

4. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$16,000, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date the covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1400 square feet for a one-story dwelling, nor less than 1600 square feet for a dwelling of more than one story.

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

6. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 40 feet to the front lot line, or nearer than 25 feet to any side street line. No building shall be located nearer than 15 feet to an interior lot line, except that a minimum 10 foot side yard shall be required for a garage, carport

or other permitted accessory. No dwelling shall be located on any interior lot nearer than 45 feet to the rear lot 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 be construed to permit any portion of a building on a lot to encroach upon another lot.

7. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 90 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 15,000 square feet.

8. The architectural control committee is composed of Fred Aldridge, Jack F. Masterson, and Howard Roberts. 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 a majority 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. (See paragraph 15).

9. PROCEDURE. (a) The Committee's approval or disapproval as required in these covenants shall be in writing. 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.

(b) The Committee, by unanimous vote, may waive any violation or violations of the provisions of paragraphs numbered 6 and 7 by an instrument in writing executed with the formality of a deed, with respect to any existing or

proposed construction on any lot.

10. 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. 6

11. 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.

12. 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 they are not kept, bred or maintained for any commercial purpose.

13. GARBAGE AND REFUSE DISPOSAL. No lot shall be used for or maintained as a dumping ground for rubbish, 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.

14. SIGHT DISTANCE AT INTERSECTION. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway shall be permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 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 foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

15. 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 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 and compliance with these covenants. No fence or wall shall be erected, placed or altered on any lot nearer to any street than 20 feet behind the minimum building setback line unless similarly approved. Approval shall be as provided in paragraph 9 above.

16. DEFINITIONS. The expression "owner" shall include only the record owners and shall not include mortgagees or lien claimants.

IN WITNESS WHEREOF, The undersigned parties, hereby adopt, ratify and confirm the foregoing, by hereto setting their hands and affixing their seals this 19<sup>th</sup> day of ~~May~~ January, 1968.

ATTEST:

ALROMA, INC., a corporation

Grace B. Roberts  
Its Secretary-Treasurer

BY: Fred Aldridge  
Its President

Fred Aldridge  
Fred Aldridge

Elizabeth H. Masterson  
Elizabeth H. Masterson

Grace B. Roberts  
Grace B. Roberts

THE STATE OF ALABAMA      0  
COUNTY OF LAUDERDALE      0

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Fred Aldridge, whose name as President of Alroma, 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 executed the same voluntarily as such officer and with full authority, for and as the act of said corporation.

Given under my hand and official seal, this the 19<sup>th</sup> day of ~~May~~, 1966.

*January*

*William G. Masterson*  
Notary Public

THE STATE OF ALABAMA      0  
COUNTY OF LAUDERDALE      0

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Fred Aldridge, Elizabeth H. Masterson and Grace B. Roberts, whose names as Mortgagees, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they as such mortgagees, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 19 day of ~~May~~, 1966.

*January*

*William G. Masterson*  
Notary Public

Filed: March 15, 1966.

Recorded: Book 905 pages 347-52.



3622

STATE OF ALABAMA X  
COUNTY OF LAUDERDALE X

AMENDMENT TO PROTECTIVE COVENANTS  
CYPRESS HEIGHTS, A SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being all of 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. Hallmark, Engineer, known and designated as CYPRESS HEIGHTS, and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 4, at Pages 52-53, hereby amend the restrictive covenants heretofore imposed upon the lots of the aforesaid subdivision by instrument filed March 15, 1966, and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Book 905, at Pages 347-52, as follows:

1. Item 1 of the aforesaid protective covenants is hereby amended to read:

1. All restricted lots in the subdivision are for residential use only, and not more than one residence shall be erected on any lot. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage and other out buildings incidental to residential use of the lot.

2. Item 2 of the aforesaid covenants is hereby amended to read:

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

3. Item 4 of the aforesaid covenants is hereby amended to read:

4. Dwelling costs, quality and size. The living area of the main structure, exclusive of porches and garages, shall not be less than 1400 square feet.

4. Item 6 of the aforesaid covenants is hereby amended to read as follows:

6. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 25 feet to any side street line. No building shall be located nearer than 15 feet to an interior lot line, except that a minimum 10 foot side yard shall be required for a garage, carport or other permitted accessory. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot 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 be construed to permit any portion of a building on a lot to encroach upon another lot.

5. Item 8 of the aforesaid covenants is hereby amended to read as follows:

8. The architectural control committee is composed of Howard Craig, Jack F. Masterson, and Howard Roberts. 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 a majority 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.

6. The following further restrictive covenant is hereby imposed upon all of the lots of the aforesaid subdivision subject to restrictive covenants originally imposed.

17. No owner or occupant shall move into any dwelling until all construction is completed and all landscaping and other exterior and interior improvements are completed.



IN WITNESS WHEREOF, the undersigned parties, being all of the owners, and all parties having any right, title or interest in the aforesaid subdivision hereby ratify and confirm the foregoing Amendment to Restrictive Covenants by hereunto setting their hands and affixing their seals on this 13<sup>th</sup> day of MARCH 1972, 1972.

Jim Chapman

Donald H. McLean

Jacob Lambert  
ALROMA, INC.

Gene Leland SEC - TREAS  
ALROMA, INC.

Jacob S. Winters PRESIDENT

W. M. Roberts  
BALLEN & ROBERTS CUNTER CO INC  
By W. M. Roberts  
PRESIDENT

Jacob S. Winters

Automated Housing Inc.  
By Robert A. Borden  
President

STATE OF ALABAMA, LAUDERDALE COUNTY

I hereby certify that the foregoing instrument was filed in my office for record on March 20, 1972 of 3:35 o'clock A. M., and duly recorded in Vol. 1036 Page 12-14. I hereby certify that the Mortgage Tax to amount of \$        and the Deed Tax amount of \$        have been paid on this instrument.

William B. Sullivan  
JUDGE OF PROBATE

Filed: March 20, 1972.

Recorded; Book 1036, Pages 12-14.

STATE OF ALABAMA,

COUNTY OF LAUDERDALE

AMENDMENT TO PROTECTIVE COVENANTS

CYPRESS HEIGHTS, A SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being all of 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. Hallmark, Engineer, known and designated as CYPRESS HEIGHTS, and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 4, at Pages 52-53, hereby amend the restrictive covenants heretofore imposed upon the lots of the aforesaid subdivision by instrument filed March 15, 1966, and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Book 905, at Pages 347-52, as follows:

1. Item 1 of the aforesaid protective covenants is hereby amended to read:

1. All restricted lots in the subdivision are for residential use only, and not more than one residence shall be erected on any lot. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage and other out buildings incidental to residential use of the lot.

2. Item 2 of the aforesaid covenants is hereby amended to read:

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

3. Item 4 of the aforesaid covenants is hereby amended to read:

4. Dwelling costs, quality and size. The living area of the main structure, exclusive of porches and garages, shall not be less than 1400 square feet.

4. Item 6 of the aforesaid covenants is hereby amended to read as follows:

6. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 25 feet to any side street line. No building shall be located nearer than 15 feet to an interior lot line, except that a minimum 10 foot side yard shall be required for a garage, carport or other permitted accessory. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot 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 be construed to permit any portion of a building on a lot to encroach upon another lot.

5. Item 8 of the aforesaid covenants is hereby amended to read as follows:

8. The architectural control committee is composed of Howard Craig, Jack F. Masterson, and Howard Roberts. 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 a majority 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.

6. The following further restrictive covenant is hereby imposed upon all of the lots of the aforesaid subdivision subject to restrictive covenants originally imposed.

17. No owner or occupant shall move into any dwelling until all construction is completed and all landscaping and other exterior and interior improvements are completed.

IN WITNESS WHEREOF, the undersigned parties, being all of the owners, and all parties having any right, title or interest in the aforesaid subdivision hereby ratify and confirm the foregoing Amendment to Restrictive Covenants by hereunto setting their hands and affixing their seals on this 3<sup>rd</sup> day of April, 1972.

Gordon A. McIver  
Gordon A. McIver

Winnie Nixola McIver  
Winnie Nixola McIver

Jacob Landers  
Jacob Landers

Joann Landers  
Joann Landers

Jack E. Masterson  
Jack E. Masterson

Elizabeth H. Masterson  
Elizabeth H. Masterson

ATTEST:

Grace Roberts  
Secretary

ALROMA, INC.

BY Jack E. Masterson  
PRESIDENT

ATTEST:

Grace Roberts  
Secretary

BALLEW & ROBERTS CONSTRUCTION CO., INC.

BY H. M. Roberts  
Vice President

ATTEST:

Robert A. Howard  
Secretary & Treasurer

AUTOMATED HOUSING, INC.

BY Lee B. T. Bader  
Pres.

ATTEST:

Robert A. Howard  
Secretary & Treasurer

B & H BUILDERS, INC.

BY Byron B. Bower  
Pres.

H. M. Roberts  
H. M. Roberts

Grace B. Roberts  
Grace B. Roberts

Robert M. Hill, Jr.  
Robert M. Hill, Jr.

Patsy Hill  
Patsy Hill

Jim C. Haynes  
Jim C. Haynes

Kathadean B. Haynes  
Kathadean B. Haynes

Page # 4 continued.

Acknowledged in code form for corporations by Jack F. Masterson as President of Alroma, Inc., a corporation, before Cindy S. Schuessler, a Notary Public for Lauderdale County, Alabama on April 3, 1972. SEAL.

Acknowledged in code form for corporations by H. M. Roberts as President of Ballew & Roberts Construction Co. Inc., a corporation, before Daisy Ruth Bendall, a Notary Public for Colbert County, Alabama on April 6, 1972. SEAL.

Acknowledged in code form for corporations by Das A. Borden as President of Automated Housing, Inc., a corporation, before Cindy S. Schuessler, a Notary Public for Colbert County, Alabama on April 7, 1972. SEAL.

Acknowledged in code form for corporations by Byron B. Bower as President of B & H Builders, Inc., a corporation, before Cindy S. Schuessler, a Notary Public for Lauderdale County, Alabama on April 6, 1972. SEAL.

Acknowledged in code form by Gordon A. McIver and wife, Winnie Nixola McIver before Harold G. Peck, a Notary Public for Lauderdale County, Alabama on April 19, 1972.

Acknowledged in general code form by Jacob Landers and wife, Joann Landers before Cindy S. Schuessler, a Notary Public for Colbert County, Alabama, on April 7, 1972. SEAL.

Acknowledged in general code form by Jack F. Masterson and wife, Elizabeth H. Masterson before Cindy S. Schuessler, a Notary Public for Lauderdale County, Alabama on April 3, 1972. SEAL.

Acknowledged in general code form by H. M. Roberts and wife, Grace B. Roberts before Daisy Ruth Bendall, a Notary Public for Colbert County, Alabama on April 6, 1972. SEAL.

Acknowledged in general code form by Robert M. Hill, Jr. and wife, Patsy Hill before Harold G. Peck, a Notary Public for Lauderdale County, Alabama on April 3, 1972 .

Acknowledged in general code form by Jim C. Haynes and wife, Kathadean B. Haynes before Cindy S. Schuessler, a Notary Public for Lauderdale County, Alabama on April 10, 1972. SEAL.

Filed: April 25, 1972.

Recorded: Book 1036, Pages 294-301.

STATE OF ALABAMA

LAUDERDALE COUNTY

ARCHITECTURAL CONTROL COMMITTEE  
OF CYPRESS HEIGHTS

WHEREAS, Protective Covenants of Cypress Heights subdivision was duly recorded in the Probate Court of Lauderdale County, Alabama in Book 905, pages 357-52 and

WHEREAS, paragraph 8 of said Protective Covenants provides for an "Architectural Control Committee" and

WHEREAS, said Protective Covenants was amended on April 19, 1972 as appears in Volume 1036, pages 294-301 in the Probate Court of Lauderdale County, Alabama to provide that the Architectural Control Committee is composed of Howard Craig, Jack F. Masterson and Howard Roberts and

WHEREAS, pursuant to the provisions of said Protective Covenants the undersigned, being a majority of the Architectural Control Committee and a majority of the recorded owners of the lots in said subdivision, desire to add to the Architectural Control Committee two land owners who are presently living in residential homes in said subdivision.

NOW THEREFORE, pursuant to said Protective Covenants and specifically paragraph 8 therein the undersigned hereby designate the following homeowners in Cypress Heights subdivision as members of the Architectural Control Committee:

Pamela M. Holder  
258 Creekside Drive  
Florence, AL 35630

Dr. Tom Murray  
Creekside Drive  
Florence, AL 35630

The undersigned further avers that the above action is in conformity with Paragraph 7 of the Decree of the Circuit Court of Lauderdale County, Alabama dated May 22, 1980.



The parties hereunto have affixed their hands and seals on this the 8<sup>th</sup> day of December, 1980.

David S. Luck  
Witness

Sam King  
Witness

Sam King  
Witness

Howard Craig  
Howard Craig

Jack Masterson  
Jack Masterson

Howard Roberts  
Howard Roberts

ATTEST:

David B. Roberts  
Secretary

ALROMA, INC.  
BY: Jack F. Masterson  
President

#### ACCEPTANCE OF DESIGNATION

The undersigned hereby accept their designation and election to the Architectural Control Committee of Cypress Heights subdivision.

Done this the 16<sup>th</sup> day of December, 1980.

Pamela M. Holder  
Pamela M. Holder

Thomas P. Murray  
Dr. Tom Murray

Filed: December 19, 1980

Recorded: Book 1177, Pages 947-948

STATE OF ALABAMA  
LAUDERDALE COUNTY

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ACTION OF THE ARCHITECTURAL CONTROL COMMITTEE

OF

CYPRESS HEIGHTS SUBDIVISION

PLAT BOOK 4, PAGE 52-53

WHEREAS, prior to December 16, 1980, the Architectural Control Committee was composed of Howard Craig, Jack F. Masterson and Howard Roberts.

WHEREAS, by act of this committee dated December 16, 1980, which is recorded in Volume 1177, Page 947-48, Pamela M. Holder, whose name is now Pamela M. Burkett and Dr. Tom Murray, whose full name is Dr. Thomas P. Murray, were added to the Architectural Control Committee.

WHEREAS, Howard Roberts is deceased and the Architectural Control Committee have unanimously decided to add Grace Roberts, who is the widow of Howard Roberts, as the fifth member of the committee.

NOW THEREFORE, pursuant to the protective covenants and any subsequent amendments thereto, the undersigned hereby designate the following person as a member of the Architectural Control Committee:

Grace Roberts, Florence AL 35630

The first party to sign has executed this document on this 12<sup>th</sup> day of May, 1992.

Marta St. Thompson 5/18/92  
Witness Date

Howard Craig  
Howard Craig

Betty A. Weaving 5-12-92  
Witness Date

Jack F. Masterson  
Jack F. Masterson

Susan B. B. B. 5-22-92  
Witness Date

Pamela M. Burkett  
Pamela M. Burkett

Janice Keeton 5-26-92  
Witness Date

Thomas P. Murray  
Dr. Thomas P. Murray

ACCEPTANCE

I hereby accept being a member of the above Architectural Control Committee.

STATE OF ALABAMA  
LAUDERDALE COUNTY  
I hereby certify that the  
above is a true and correct copy of the  
original as recorded in File No. 16-2-92  
P.M.  
Witness Marta St. Thompson 5/19/92  
Date

Grace Roberts  
Grace Roberts

MTG. \_\_\_\_\_  
DEED \_\_\_\_\_  
REC. 3.50

COUNTY OF LAUDERDALE

HERITAGE VILLAGE SUBDIVISION PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS that the undersigned, being a majority of the owners of and/or parties having any right, title or interest in that certain subdivision shown and designated on the Map and Plat prepared by William S. Hallmark, Engineer, previously known and designated as CYPRESS HEIGHTS and currently known as HERITAGE VILLAGE SUBDIVISION and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama in Plat Book No. 4, pages 52-53, hereby impose upon all of the lots of the aforesaid subdivision the following covenants, restrictions, easements and limitations which shall apply to HERITAGE VILLAGE SUBDIVISION, shall run with the land, and shall be contained in each and every deed conveying property located in HERITAGE VILLAGE SUBDIVISION. Each owner shall be supplied a copy of these protective covenants upon the purchase of any lot and no owner shall convey property without causing such conveyance to be subject to these covenants, restrictions, easements and limitations. These covenants, restrictions, easements and limitations supersede and render void all prior covenants, restrictions, easements and limitations except that no structures, fences, or landscaping which exist when these covenants become effective shall be required to be altered, modified or changed in any way.

1. The purpose of the following covenants, restrictions, easements and limitations is to enhance and preserve the beauty of HERITAGE VILLAGE SUBDIVISION and its surroundings and to promote peace, harmony and tranquility among the owners of the lots of HERITAGE VILLAGE SUBDIVISION. Additionally, these covenants, restrictions, easements and limitations are established to enhance property value and to assure long lasting quality in accordance with sensible and orderly development plans.

2. These covenants, restrictions, easements and limitations are to run continuously with the land and shall be binding on all parties and all persons claiming under them until January 1, 2003, at which time the covenants shall automatically be extended for successive periods of ten (10) years unless by vote of the majority of the then owners of the lots it is agreed to change the covenants in whole or in part. It is the intention of the HERITAGE VILLAGE PROPERTY OWNERS ASSOCIATION to hereby reserve for itself and its successors the right to modify or amend these restrictions at any time during the initial or any subsequent period, in any way, by a vote of a majority of the owners of record on the date such proposed modification or amendment is submitted for vote.

3. HERITAGE VILLAGE SUBDIVISION shall be restricted for the exclusive use of the owners and their guests. The declarations, easements, restriction, limitations and covenants of this instrument are binding upon any owners, purchasers, assignees, heirs, representatives or assigns, mortgagees, lessees, tenants, invitees, licensees, or otherwise, who have or who may acquire, or hold otherwise, any interest in and to any part or parcel of the property herein described, whether the same be an interest in and to any appurtenances, or hereditaments and with whatever kind, character or nature thereon or thereunto appertaining. It is further declared that no person may remove him or herself or be exempt from any of the covenants, restrictions and limitations for failure or non-use of any part or parcel of the property herein described or from occupying any part of the same.

MTG. \_\_\_\_\_

DEED \_\_\_\_\_

REC. 21.00

4. Any lot in the HERITAGE VILLAGE SUBDIVISION may be held and owned by one or more persons as joint tenants, tenants in common, tenants by the entirety, or any other interest in real estate recognized under the laws of the State of Alabama.

5. All lots in HERITAGE VILLAGE SUBDIVISION shall be known and described as residential lots and are not to be re-subdivided. No residential structure may be erected, altered, placed, or permitted to remain on any residential lot other than one single family dwelling not to exceed two and one-half (2 1/2) stories in height. The heated and cooled living area of the main, above ground, structures; exclusive of porches and garages; shall not be less than 2200 square feet. A storage room attached to the garage is permitted. All garages must have doors. No open carports which are not an integral part of the dwelling will be allowed without prior approval of the Architectural Control Committee. No metal buildings will be allowed. All outbuildings must receive approval of the Architectural Control Committee prior to construction.

6. The Architectural Control Committee shall consist of three (3) persons who are HERITAGE VILLAGE SUBDIVISION property owners. The Architectural Control Committee members shall be elected by vote of a majority of those in attendance at the annual meeting of the HERITAGE VILLAGE PROPERTY OWNERS ASSOCIATION wherein election of officers is conducted and shall serve a term of one (1) year or until such time as their successor is elected and qualified. The committee members shall not be entitled to any compensation for services performed pursuant to this covenant. The committee shall have full authority to approve all building plans, site location, including front elevation, setbacks as shown on the recorded plat, drive entrance locations, fences, and any outbuildings. Committee approval or disapproval shall be in writing. Plans shall be submitted to the Committee for review at least 30 days prior to beginning construction and in the event the Committee does not provide a decision in writing within thirty (30) days, the plan will be deemed approved.

7. No trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence, temporarily or permanently. During the construction phase of any dwelling, temporary structures may be permitted only with the express prior written consent of the Architectural Control Committee.

8. No buildings shall be located on any property nearer to the front property line or nearer to the side street line than the minimum building setback lines shown in the recorded plat. In any event, no building shall be located on any property nearer than 30 feet to the front property line, or nearer than 25 feet to any side street line. No building shall be located nearer than 15 feet to an interior property line, except that a minimum 10 foot side yard shall be required for a garage, carport, or other permitted accessory. No dwelling shall be located on any interior property nearer than 25 feet to the rear property 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 on a property to encroach upon another property.



9. The easements shown in the recorded plat are hereby adopted as a part of these restrictions and all lots in the subdivision shall be subject to those easements. The association reserves unto itself, its successors and assigns, the right to grant unto others easements to install, maintain, repair and construct power, water, sewer and telephone lines and facilities and drainage ditches in, upon, over and under the area or any of the areas designated on said plat as "utility easement" or "drainage easement" areas with full rights of ingress and egress to and from said areas over adjoining property. The streets in HERITAGE VILLAGE SUBDIVISION are the responsibility of the City of Florence.

10. No signs, except residential "For Sale" or political signs, or signs required by building codes during construction, may be erected for any purpose.

11. No outside clothes lines or other apparatus for the drying of clothes shall be permitted in HERITAGE VILLAGE SUBDIVISION, unless obscured from view.

12. No swimming pool, tennis court, satellite dish, television or radio antenna, or flagpole shall be installed without prior approval of the Architectural Control Committee.

13. No lot in HERITAGE VILLAGE SUBDIVISION shall be used for any commercial trade, business, mining or manufacturing purpose. Any home leased must be for periods in excess of six (6) months. Copies of all leases must be sent to the association in advance of execution for approval and must contain a clause that the lessee agrees to abide by all rules, regulations, covenants and restrictions of the subdivision.

14. Prior to occupancy, each lot shall be landscaped with lawn and shrubbery, driveways shall be paved, and sidewalks and steps shall be provided at entrances. All lots shall be maintained and groomed by the owner. No trash, junk, debris, garbage, litter or other noxious or offensive material may be dumped or stored on any lot or development property. Garbage cans must be kept out of sight from the street, except to facilitate garbage pickup on appropriate days.

15. No noxious, offensive, or illegal trade or activity shall be conducted on or upon any lot, nor shall anything be done or permitted thereon which may be or become an annoyance or a nuisance to the neighborhood.

16. No fences shall be erected without prior approval of the Architectural Control Committee. No fence shall be erected closer to the street than the building line thereon. In no event shall fences be built along the street or in such manner as to obstruct adjoining property owner's view. No chain link fences shall be constructed or installed which are visible from the street.

17. No fence, wall, hedge, or shrub planting which obstructs site lines and elevations between two and six feet above the roadway shall be permitted to remain on any corner lot within the triangle area formed by the street property lines and a line connecting them at points at 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 site-line eliminations shall apply on any lot within ten 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 foliage line is maintained at sufficient height to prevent obstruction of such site-lines.

18. No animals or poultry of any kind, other than household pets, shall be kept or maintained on any part of any property. No animal runs, houses, cages or other domiciles or restraints shall be visible from the street. Dogs, cats and other household pets may be kept upon such property only if they are not kept, used or maintained for any commercial use or purpose or in such a manner as, in the judgment of the association, to create a nuisance or annoyance.

19. No motorcycles, three wheelers, all terrain vehicles or similar vehicles shall be operated within the HERITAGE VILLAGE SUBDIVISION in such a manner as to create a nuisance or an annoyance.

20. No major mechanical work shall be done on automobiles, boats, motors, trailers, etc., on the lot except for emergency purposes. Recreational vehicles, boats, or trailers should be parked so they minimize visibility from the street and so they are not offensive to the neighborhood. Driveways shall be utilized for vehicle parking to the extent possible.

21. Vegetable gardening shall be screened from view.

22. No discharge of firearms shall be allowed in HERITAGE VILLAGE SUBDIVISION nor shall any hunting, running of dogs, or similar activities be allowed.

23. If any of the parties hereto or any lot owner or his or her heirs and assigns shall violate any provision, requirement, restriction, or condition contained herein, it shall be lawful for any other person owning any other lots in the HERITAGE VILLAGE SUBDIVISION and/or the HERITAGE VILLAGE PROPERTY OWNERS ASSOCIATION to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such provision, requirement, restriction, or condition and either prevent him, her or them from so doing or to recover damages or other dues for such violations.

24. No failure or neglect on the part of the association or its assigns to demand or insist on the observance of any provision, requirement, restriction, or condition herein contained or referred to, shall be deemed a waiver of such violation or operate as an estoppel to restrain a continuance thereunder; nor shall a waiver of any particular be deemed a waiver of default thereunder, whether the same or a different nature. Any provision, requirement, restriction or condition may be enforced at any time, notwithstanding the fact that violations may have been suffered or permitted thereunder.

25. The ownership of any common areas shall ultimately be transferred to the HERITAGE VILLAGE HOMEOWNERS ASSOCIATION. Such homeowners association shall operate and be governed by the by-laws of the subdivision.

26. When a person purchases a lot in the HERITAGE VILLAGE SUBDIVISION, he or she automatically becomes a member of the HERITAGE VILLAGE HOMEOWNERS ASSOCIATION and is subject to all its rules and regulations. Only one membership per lot is granted regardless of the number of owners of the lot. Only one membership per owner is granted regardless of the number of lots owned by that owner. "Owner" shall be construed as the person or persons named as grantee in the most current recorded deed conveying the property and shall be construed as one owner regardless of the number of persons named as grantees in the deed.



IN WITNESS WHEREOF, the undersigned parties being a majority of the property owners of record on this date, hereby adopt, ratify and confirm the foregoing, by hereto setting their hands and affixing their seals this \_\_\_\_\_ day of \_\_\_\_\_, 1993.

SIGNATURES

PROPERTY OWNER

ADDRESS



110 Creekside Drive

Sandra C. Murray

102 Creekside Drive

Raven Tawney

115 Creekside Dr.

Grady E. Street Jr.

117 Creekpoint Dr.

Camela M. Burkett

258 Creekside Dr.

Gary Stutz

262 Creekside Dr.

Cheryl Bell

737 Windover Rd., Florence, AL

Margaret Ann Long

717 Windover Road Flo.

Walt Valdes

630 Windover Rd.

Allen D. Crew

617 Windover Rd.

Robert E. Rickard

615 Windover Rd.

R. W. Ruler

622 WINDOVER RD.

Quinn Boone

125 Creekside Drive

Stephanie McFar

623 Windover Rd.

## PROPERTY OWNER

## ADDRESS

Keith Davis

710 Windover

Miss Jones

309 Creekside Drive

MS Lh

206 Creekside Drive

Compliments of Alabama Land Services, Inc.

## PROPERTY OWNER

## ADDRESS

~~John P. Law~~~~67 Mulberry St.~~

Richard Langohr

210 Creekside Drive

Stephan K. Bonle

1730 Windsor Rd.

James J. J.

106 Creekside

Christina Clapham

2110 Windsor

Robert M. Hill

125 Creekside Drive

Michael D. Hall

627 Winder Road

Linn S. Colcock

126 Creekside Drive

Mary Lou Deaton

103 Creekside Drive

Patricia Mary Rogers

109 Creekpoint Rd.

Claude A. Wilson

259 Creekside Dr.

Don J. Sisk

111 Creekside Dr.

Daniel D. Decker

618 Grandview Rd.

Philip W. Robinson

114 Creek Point Road

Carole J. Purlee

118 Creekside Drive

Lita H. H.

257 Creekside Drive

James B. Shofner

213 Creekside Drive

Julia Richey

217 Creekside Dr.

PROPERTY OWNER

ADDRESS

Reba Hurst

633 Windover Rd

Jerry L. Lottin

702 Windover Rd

Georgia Oakley

609 Windover Road

Jeanette Martin

134 Creekside Drive

Keith P. Cochran

206 Creekside Dr.

Marsha Horton

132 CREEKSIDE DR.

By Robert B.

105 Creekside Dr.

Compliments of Alabama Land Services, Inc.

10/10/10