

STATE OF ALABAMA X

LAUDERDALE COUNTY X

PROTECTIVE COVENANTS

WHEREAS, the undersigned, Bobby H. Mitchell and wife, Betty L. Mitchell, and John W. Attkisson and wife, Marjorie H. Attkisson, are the owners of the tract of land located in Lauderdale County, Alabama, and have caused the same to be subdivided and platted, and said subdivision, known and designated as East Ridge Estates Addition II, according to the plat thereof recorded in the Probate Judge's Office of Lauderdale County, Alabama, in Plat Book 5 Page 52 and

WHEREAS, the above named parties are willing and desirous of impressing the hereinafter stated covenants, conditions, restrictions and reservations on each of the above described tracts, and

WHEREAS, the parties hereto contemplate selling off the lots in said subdivision plat to members of the public for a valuable consideration,

NOW, THEREFORE, in consideration of the parties hereto mutually agreeing to impress the following covenants, conditions, restrictions, and reservations on each of the above described tracts of land and in further consideration of the sum of One Dollar (\$1.00) cash in hand paid by the parties hereto one to the other, the receipt whereof is hereby acknowledged, the undersigned owners hereby impress and impose the following covenants, conditions, restrictions, and reservations on each of the above described tracts of land:

1. All tracts covered by these covenants as above described shall be used only as residential lots.
2. No structure other than one-family dwellings and appurtenant garages and outbuildings 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, except as hereinafter provided and under no circumstances will any tent, shack, trailer, mobile home, basement or any other type of similar structure be allowed or permitted to remain on said lot. Provided, however, no

garage, barn or other outbuilding shall be erected or constructed without the first prior approval of the plans and specifications of said improvement by the Architectural Control Committee.

3. All dwelling constructed upon said property shall be of permanent residence type, and if a one-story dwelling, shall have a square footage area of at least 1500 square feet and any two-story dwelling shall have a square footage area of at least 1800 square feet, exclusive of basements, outbuildings, carports, garages, terraces, porches and the like.

4. 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.

5. No animals or livestock 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. No owner shall keep or maintain any pet or animal that has vicious propensities, or that becomes a nuisance to the neighborhood.

6. The street frontage of all lots shall be maintained clean and neat at all times and no noxious or offensive conditions shall be continued thereon or thereabouts. 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 and containers for the storage or disposal of such material shall be kept in a clean and sanitary condition. It is expressly required that before the erection of any residence all toilet and sewage facilities, as well as any other improvements or construction shall at all times meet the minimum health and sanitation specifications as required by the Public Health Authority of the municipal, county and state government.

7. 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.

8. No sign of any kind shall be displayed in public view on any lot except one professionally prepared sign advertising the property for sale, or rent, or signs used by a builder or owner to advertise the property during the construction and sale thereof, except as approved by the Architectural Control Committee.

9. No building shall be located on any lot nearer than 50 feet to the front lot line, or nearer than 30 feet to any side street line. No building shall be located nearer than 25 feet to an interior lot line. 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.

10. 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 other legal entity owning any real property covered by these covenants, to prosecute any proceedings at law or in equity against the person or other party or entity violating or attempting to violate any such covenant, and either to prevent him or them or such entity from doing, or to recover damages for such violation.

11. The use of concrete block, composition or asphalt exterior siding, sheets, shingles, or asbestos siding on any building or structure is expressly prohibited, except where written approval is obtained from the Architectural Control Committee.

12. No property owner will be permitted to occupy any residential dwelling house after the erection of the same until the drive-way to the carport or garage is first paved, and said drive-way paving is approved by the Architectural Control Committee.

13 (a) The Architectural Control Committee is composed of Bobby H. Mitchell, Betty L. Mitchell and Nelda Stephenson. A Majority of the committee may designate a representative to act for

them. 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.

(b) 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.

14. No interference whatsoever with any of the streams, branches or creeks shall be allowed and no person whatever may divert, alter, dam, pollute, or contaminate any stream, branch or creek that serves the property covered by these covenants and any material interference by any property owner of any stream, branch or creek or any attempt to divert, dam or pollute the same shall be subject to injunctive relief and damages.

IN WITNESS WHEREOF, the undersigned hereby adopt, ratify and confirm the foregoing by hereunto setting their hands and affixing their seals on this 27th day of July, 1979.

Bobby H. Mitchell (SEAL)
Bobby H. Mitchell

Betty L. Mitchell (SEAL)
Betty L. Mitchell

John W. Attkisson (SEAL)
John W. Attkisson

By: Bobby H. Mitchell,
His Attorney in Fact

Marjorie H. Attkisson (SEAL)
Marjorie H. Attkisson

BY: Bobby H. Mitchell,
Her Attorney in Fact

STATE OF ALABAMA X

LAUDERDALE COUNTY X

I, the undersigned, a Notary Public in and for the State and County aforesaid, hereby certify that Bobby H. Mitchell and wife, Betty L. Mitchell, 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 27th day of July, 1979.

Nelda P. Stephenson
Notary Public

STATE OF ALABAMA X

LAUDERDALE COUNTY X

I, the undersigned, a Notary Public in and for the State and County aforesaid, hereby certify that Bobby H. Mitchell, whose name as Attorney in Fact for John W. Attkisson, is signed to this instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of this instrument, he, in his capacity as such Attorney in Fact, and with full authority, executed the same voluntarily for and as the act of said John W. Attkisson.

Given under my hand and official seal, this the 27th day of July, 1979.

Nelda P. Stephenson
Notary Public

STATE OF ALABAMA X

LAUDERDALE COUNTY X

I, the undersigned, a Notary Public in and for the State and County aforesaid, hereby certify that Bobby H. Mitchell, whose name as Attorney in Fact for Marjorie H. Attkisson, is signed to this instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, in his capacity as such Attorney in Fact, and with full authority, executed the same voluntarily for and as the act of said Marjorie H. Attkisson.

Given under my hand and official seal, this the 27th day of July, 1979.

Nelda P. Stephenson
Notary Public

Filed, July 30, 1979.

Recorded, Book 1160, Pages 388-392.