

This instrument prepared by
BRANT YOUNG, Attorney
Florence, Alabama

STATE OF ALABAMA)

COLBERT COUNTY)

PROTECTIVE COVENANTS

9201 363

3 8 7 1 2

The undersigned, being all the owners of and the holders of any right, title or interest therein of all the property embraced in that subdivision shown on the map and plat prepared by White, Lynn, Collins & Associates, Inc., known and designated as RIVERMONT - TUSCUMBIA, consisting of thirty-six (36) numbered lots, which subdivision was recorded in the office of the Judge of Probate of Colbert County, Alabama, in Cabinet C, Slide 27 and at Fiche 9201, Page 357, on January 8, 1992, hereby impose on all the said lots, and said subdivision, the following covenants and building restrictions.

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 twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods for ten (10) years, unless, by vote of a majority of the then record owners of the restricted lots, it is agreed to change said covenants in whole or in part. The term "Record Owners" shall not include mortgagees.

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 owning any real property situated in the aforesaid subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages for such violation.

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

9201 363

1. All lots in the subdivision covered and restricted hereby are for residential use only, and not more than one residence shall be erected on any lot except that one residence may be built on a part of one lot or a part of one lot and a part of another lot, as is hereinafter provided. 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, excluding the basement, and a private garage and other buildings incidental to residential use of the lot except that one residence may be built on one lot and part of another in order to make the lot for the residence larger. 9201 964

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

3. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on 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. No gardens other than flower gardens will be allowed without approval of the Architectural Control Committee.

4. No dwelling shall be permitted on any residential building plot in said subdivision having a ground floor livable area, exclusive of porches, terraces, basement, garages and carport, of less than 2000 square feet for one story dwellings and 1400 square feet at the first floor level for dwellings of more than one story.

No residence shall be permitted the use of asbestos shingles except on the roof and no artificial stone shall be permitted on the building exterior. Natural cut stone shall be permitted.

9201 964

No carports or garages facing the street shall be permitted unless they have a floor surface width greater than 19 feet. All driveways in said subdivision shall be of hard surface materials, such as concrete, asphalt, brick, etc.

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

6. 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 set-back lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 8 feet to any side lot line. For the purposes of this covenant, eaves and steps 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 lot 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. No dwelling shall be erected or placed on any lot having a width of less than 75 feet at the minimum building set-back line, nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet.

8. The Architectural Control Committee is composed of Charles W. Matthews, Alan W. Matthews, and Hillard G. Matthews. 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 member or members shall have full authority to designate a successor. 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 it to any of its powers and duties.

9. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plat 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 the grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer than 40 feet to any street without approval of the Architectural Control Committee.

9.01 966

10. 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 thirty (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.

11. No sign of any kind shall be displayed to the public view of any lot except one professional sign of not more than five (5) square feet advertising the property during the construction and sales period; provided, however, that this restriction shall not apply to the developer Matthews & Fritts, Inc.

12. 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 structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

13. 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 commercial purposes. Not more than two dogs may be kept on any lot.

14. No lot shall be used 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.

15. All utility lines, including power, telephone and TV cable, shall be placed underground, including the lines servicing each individual dwelling, and no over-head utility lines shall be permitted in the subdivision.

IN WITNESS WHEREOF, the undersigned parties hereto have hereunto set their hands and seals on this the 16 day of January, 1992.

MATTHEWS & FRITTS, INC.,
an Alabama corporation

By Wayne Fritts
Its President

ATTEST:

By Hillard Matthews
Its Secretary

STATE OF ALABAMA
COLBERT COUNTY

I, Lillian M. Stewart, a Notary Public in and for the said county in said state, hereby certify that Wayne Fritts, whose name as President of Matthews & Fritts, Inc., an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, 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 16 day of January, 1992.

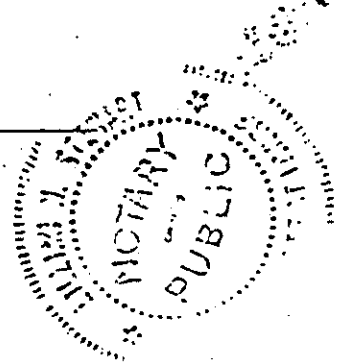
Lillian M. Stewart
Notary Public

STATE OF ALA. COLBERT CO.
NOTARY PUBLIC
RECEIVED ON

1992 JAN 16 PM 3:12

RECORDED BOOK & PAGE SHOWN
DEED _____ MTO. TAX _____

W. Thomas G. Gresham
Notary Public



9201 367

This instrument prepared by
BRANT YOUNG, Attorney
Florence, Alabama.

9327 635

STATE OF ALABAMA)
COLBERT COUNTY)

AMENDMENT TO PROTECTIVE COVENANTS OF RIVERMONT-TUSCUMBIA

WHEREAS, the undersigned are at this time all of the owners, mortgagees, and holders of any right, title or interest in all of the lots (1-36, both inclusive) within that subdivision shown on the map and plat prepared by White, Lynn, Collins & Associates, Inc., known and designated as RIVERMONT-TUSCUMBIA, recorded in the office of the Judge of Probate of Colbert County, Alabama, in Cabinet C, Slide 27 and at Fiche 9201 Page 357; and

WHEREAS, by instrument filed on January 16, 1992, and recorded in the office of the Judge of Probate of Colbert County, Alabama, at Fiche 9201, Pages 963-967, Protective Covenants pertaining to RIVERMONT-TUSCUMBIA were adopted by Matthews & Fritts, Inc., an Alabama corporation; and

WHEREAS, all of the present owners, mortgagees, and holders of any right, title, or interest in all of the lots within RIVERMONT-TUSCUMBIA desire to amend said Protective Covenants.

NOW, THEREFORE, the Protective Covenants for RIVERMONT-TUSCUMBIA are hereby amended by changing the first paragraph of covenant number 4 to now read:

4. A dwelling shall be permitted on any residential building plot in said subdivision having a ground floor livable area, exclusive of porches, terraces, basement, garages and carport, of less than 2000 square feet for one story dwellings and 1100 square feet at the first floor level for dwellings of more than one story.

All other covenants and restrictions not amended hereby remain in full force and effect, specifically including the other paragraphs of covenant number 4.

IN WITNESS WHEREOF, the undersigned parties hereto have executed this instrument on the date of the acknowledgments as

9327 635

hereinafter set forth to be effective as of October 2, 1993.

MATTHEWS & FRITTS, INC.,
an Alabama corporation

ATTEST:

By Wayne Fritts
Its President

By Hillary D. Fritts
Its Secretary

Clyde Stephen Southern
Clyde Stephen Southern

Angela K. Southern
Angela K. Southern

Jay Ricky Brewer
Jay Ricky Brewer

Kathy Dickey Brewer
Kathy Dickey Brewer

VALLEY FEDERAL SAVINGS BANK

ATTEST:

By Steve J. Smith
Its Vice President

By Martha L. Smith
Its Vice President/Secretary

Sue B. Hall
Sue B. Hall

Cleo Johnson
Cleo Johnson

Wanda Jean Johnson
Wanda Jean Johnson

Eddie M. Walls
Eddie M. Walls

Brenda F. Walls
Brenda F. Walls

STATE OF ALABAMA)
COUNTY OF LAUDERDALE)

I, the undersigned, a Notary Public in and for the said county in said state, hereby certify that Wayne Fritts, whose name as President of Matthews & Fritts, Inc., a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

9327 636

Given under my hand and official seal, this 8 day of October, 1993.

Lillian M. Stewart
Notary Public

STATE OF Alabama)
COUNTY OF Lauderdale)

I, the undersigned authority, a Notary Public in and for the state and county aforesaid, hereby certify that Clyde Stephen Southern and Angela K. Southern, 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 8 day of October, 1993.

Lillian M. Stewart
Notary Public

STATE OF Alabama)
COUNTY OF Lauderdale)

I, the undersigned authority, a Notary Public in and for the state and county aforesaid, hereby certify that Jay Ricky Brewer and Kathy Dickey Brewer, 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 8 day of October, 1993.

Lillian M. Stewart
Notary Public

STATE OF ALABAMA)
COUNTY OF Colbert)

I, the undersigned, a Notary Public in and for the said county in said state, hereby certify that STEVE NESBIT, whose name as Vice President of Valley Federal Savings Bank, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, 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 29th day of November, 1993.

6/28/97

Rhonda R. Clark
Notary Public

9327 637

STATE OF Alabama)
COUNTY OF Colbert)

I, the undersigned authority, a Notary Public in and for the state and county aforesaid, hereby certify that Sue B. Hall, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 21st day of November, 1993.

John M. Kerner
Notary Public

MY COMMISSION EXPIRES FEBRUARY 7, 1997

STATE OF Alabama)
COUNTY OF Lauderdale)

I, the undersigned authority, a Notary Public in and for the state and county aforesaid, hereby certify that Cleo Johnson and Wanda Jean Johnson, 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 8 day of October, 1993.

Lillian M. Stewart
Notary Public

STATE OF Alabama)
COUNTY OF Lauderdale)

I, the undersigned authority, a Notary Public in and for the state and county aforesaid, hereby certify that Eddie M. Walls and Brenda F. Walls, 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 11 day of October, 1993.

Lillian M. Stewart
Notary Public

STATE OF ALABAMA COLBERT CO.
1 CERTIFY THIS INSTRUMENT
WAS FILED ON

1993 NOV 29 PM 2:38

RECORDED
DEED

ALABAMA
NOTARY PUBLIC

9327 698