

STATE OF ALABAMA

COLBERT COUNTY

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15 July 75

PROTECTIVE COVENANTS FOR THE HIGHLANDS

The undersigned, The Highlands Corporation, a corporation; Ken Hewlett, Rita H. Hewlett, F. Hayward Gunnin, Peggy A. Gunnin, Frances A. Willis, and Muscle Shoals National Bank, a national banking association, being the owners and all parties having any right, title or interest in all of the property embraced in the subdivision shown on the map and plat prepared by S.K. Alexander and Associates, Engineers and Surveyors, known and designated as The Highlands, located in Muscle Shoals, Colbert County, Alabama, and recorded in the office of the Judge of Probate of Colbert County, Alabama, in Plat Book 5 at Pages 19, hereby impose on all of the lots provided in said plat the following covenants and building restrictions:

5.25 These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2005, 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 owner(s) of any lot or parcel in said subdivision, or their successors, heirs or assigns, shall violate or attempt to violate any of the covenants herein set out, it shall be lawful for any other person or persons owning any lots or parcels in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenants, either to prevent him or them from committing any violation or to recover damages or other dues from such violation. No failure or neglect on the part of any owner of any lot or parcel of land in said subdivision to demand or insist upon the observance of any covenant or provisions contained herein or to proceed for the restraint of violation thereof shall be deemed a waiver of such violation or operate as an estoppel to restrain a continuance thereof

but any covenant herein may be enforced at any time, not withstanding violations thereof which may have been suffered and permitted theretofore; and, no waiver of any covenant herein in any particular shall be deemed a waiver of any default hereunder, whether of the same or of a different nature.

Invalidation of any one or more of the covenants herein by judgment or court order shall in nowise affect any of the other covenants herein, all of which shall remain in full force and effect.

1. All lots in said subdivision shall be used solely for private residential purposes only, and no commerce of any nature whatever shall be carried on upon any lot. No apartments, duplexes, boarding houses, rooming houses, trailers or other movable living quarter shall be permitted on any lot and no temporary structure, tent, trailer or other movable living quarters, basement, shack or other temporary living quarters of any nature whatever shall be occupied and resided in on any lot. Not more than one single family dwelling house shall be constructed on any lot.

2. No dwelling house shall be constructed on any lot closer than 35 feet to the front lot line and closer than 10 feet to any side lot line, exclusive of one story open porches and stoopes, and other entrance ways, and in no event shall any dwelling house be constructed on any lot closer to a street line than the set back line. The rear line of the main body of any dwelling house shall not be closer than 40 feet to the rear lot line.

3. No dwelling house shall be constructed on any lot of less than 1800 square feet of enclosed first floor living area, for a one story dwelling, no less than 1600 square feet of enclosed living area at the first floor level for a dwelling of more than one story, provided that in the case of a dwelling of more than one story, then the additional enclosed living area within the upper stories must be of such area as to provide a total of not less than 1800 square feet of enclosed living area within the entire dwelling house. Nothing herein shall be construed

to prohibit the construction of a split level house on any lot provided the enclosed living area at the first (base) two levels shall be not less than 1600 square feet, and the total enclosed living area must be not less than 1800 square feet. Except in the case of a split level dwelling house, no grade level area (below first floor level) shall be considered as enclosed living area. No dwelling house or appurtenant building shall occupy no more than 25% of the property, and shall be constructed with an exterior of at least 50% masonry, and no exposed concrete block, painted or unpainted, stucco, or asbestos siding shall be allowed in such construction, except on the roof of said structure. Natural cut stone shall be permitted.

4. No carports or garages facing the street shall be permitted unless they have an 18-foot floor surface width. All driveways in said subdivision shall be of surface material, such as concrete, asphalt, brick, etc. All said hard surface driveways must connect with a main paved street in said subdivision. Off street parking must be provided with each dwelling house constructed for not less than one automobile.

5. 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 5 square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales.

6. 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, tunnels, mineral excavations or shafts be permitted upon or on any lot. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

7. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats, or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

8. 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 materials shall be kept in a clean and sanitary condition.

9. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or 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 or such lines. No fence shall be erected closer to the front lot line than the front lot line of the main body of the dwelling house and in no event shall any portion of any fence be erected closer to any front lot line than the building set back line. Fences shall be permitted on rear lot lines and also on side lot lines behind the front set back line. All fences shall be of substantial and ornamental construction.

10. No clothes lines shall be allowed in the front or side yards of subject lots. Only mobile or collapsible clothes lines will be allowed in the rear yards of subject lots.

11. The lot lines of any lots shall not be altered, changed, or resubdivided, so as to leave a dwelling site of less than 15,000 square feet in area.

12. No tower or antennas used for the reception of television or radio broadcasts or other type of broadcasts, or reception may be constructed or maintained on said lots without the express approval of the Architectural Control Committee.

13. Perpetual easements are reserved for utility installation and maintaince as shown on said recorded plat.

14. The Architectural Control Committee is composed of Ken Hewlett, Rita H. Hewlett, F. Hayward Gunnin, and Peggy A. Gunnin, all of Muscle Shoals, Colbert County, Alabama. 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 recorded owners of 85% 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. 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 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 covenant shall be deemed to have been fully complied with.

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structure on the lot 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. No fence or wall shall be erected, placed or altered on any lot unless similarly approved. Approval shall be in writing as provided in the above paragraph.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, on this the 15th day of July, 1975.



The Highlands Corporation, a  
corporation

BY: F. Hayward Gunnin  
Its President

ATTEST:

Its Secretary

Ken Hewlett  
Ken Hewlett

Rita H. Hewlett  
Rita H. Hewlett

F. Hayward Gunnin  
F. Hayward Gunnin

Peggy M. Gunnin  
Peggy M. Gunnin

Frances A. Willis  
Frances A. Willis

Muscle Shoals National Bank, a  
National Banking Association

BY: [Signature]  
Its Vice-President

ATTEST:

Its Secretary

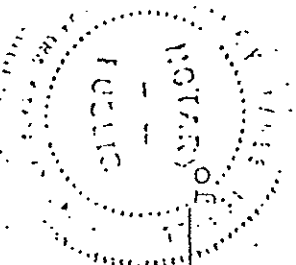
STATE OF ALABAMA

COLBERT COUNTY

I, the undersigned, a Notary Public, in and for the state and county aforesaid, do hereby certify that F. Hayward Gunnin, whose name as President of The Highlands Corporation, 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 this 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 15<sup>th</sup> day  
1975.

[Signature]  
Notary Public



I, the undersigned, a Notary Public, in and for the state and county aforesaid, do hereby certify that Ken Hewlett, Rita H. Hewlett, F. Hayward Gunnin, Peggy A. Gunnin, and Frances A. Willis, 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.

the same voluntarily on the day and same year  
given under my hand and official seal this the 15th  
day of July, 1975.

Shirley Anne Dale  
Notary Public

COLBERT COUNTY

I, the undersigned, a Notary Public, in and for the state and county aforesaid, do hereby certify that Barclay S. Shells, whose name as Vice-President of Muscle Shoals National Bank, a national banking association, 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, he, as such officer and with full authority, executed the same voluntarily for and as the act of said national banking association.

said national banking association.  
Given under my hand and official seal this the 15<sup>th</sup> day  
of July, 1975.

*Shirley Anne O'Leary*  
Notary Public

STATE OF ALABAMA  
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