

1. All lots 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 out-buildings shall be erected, placed or permitted to remain on the said tract or parcel of land, 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 tract or parcel of land. Provided however, no garage, barn or other building shall be erected or constructed without the first prior approval of the plans and specifications of said improvement by the grantors herein. Any garage or building, exclusive of any barns, must be of the same type and construction as the residential dwelling located thereon. This paragraph does not apply to Tract 5 residence.
3. All utilities, including but not limited to, electricity, telephone and television cable must be buried underground. No overhead utilities are permitted on premises.
4. All dwellings constructed upon said property shall be of permanent residence type, and a one-story dwelling shall have a square footage area of at least 1,600 square feet and any two-story dwelling shall have a square footage area of at least 1,950 square feet, exclusive of basements, out-buildings, carports, garages, terraces, porches, and the like. All residences facing the road, except the residence on Tract 5, which is an existing house that was built many years ago, must be constructed of brick, stone or vinyl siding. This paragraph does not apply to Tract 5 residence.
5. 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 which may be or become an annoyance, danger, or a nuisance to the neighborhood, including the discharge of guns, air or any kind.
6. No pigs or goats 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. The owners may also keep horses, ponies, cows and calves, and shall be allowed to erect stable and barns for the care and maintenance of same, provided, however, the erection of such barns and stables shall be subject to the control and approval of the grantors herein, provided, however, no owner shall keep or maintain any pet or animal that has vicious propensities; or that becomes a nuisance to the neighborhood.
7. The street frontage of 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 or the municipal, county, and state governments.
8. 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, mixed excavations, or shafts be permitted upon or in any lot.
9. 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 grantors herein.
10. It is recognized that the tract or parcel of land described herein is a portion of a larger tract of land purchased Tracy L. Rhodes, and that the herein tracts or parcels of land will be made subject to the restrictions contained herein. 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 the grantors herein or any other person or persons, corporation or corporations or any other legal entity owning any real property covered by these covenants that are imposed on any tract or parcel of land conveyed from the aforesaid original tract purchased from said Tracy L. Rhodes, to prosecute any proceedings at law or in equity against the persons or other party or entity violating or attempting to violate such a covenant, and either to prevent him or them or such entity from doing or to recover damages for such violation. Further, it is recognized that this provision and these covenants will only apply to any tract or parcel of land that has been conveyed and made subject to the herein set out covenants.

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 grantors herein
12. The grantor's approval or disapproval as required in these covenants shall be in writing. In the event that the grantor fails to approve or disapprove within 30 days after the plans and specifications have been submitted to them, 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.
13. The grantors herein shall have the full power and authority to waive any provisions contained in these covenants by executing a recorded instrument stating the waiver and duly recorded in the Office of the Judge of Probate of Lauderdale County, Alabama. In the event of resignation, death, disability or in the event that grantors herein cannot then be found with reasonable effort that, a then record owners of a majority of the such tracts or parcels of lands made subject to these covenants, as set out herein, shall have the fully power and authority to waive any provisions contained in these covenants as set out hereinabove.