

SUBJECT TO easements of record.

WHEREAS the undersigned desire to place certain protective restrictions hereinafter set forth upon this property, and the future use thereof, to protect the owner of each lot and the undersigned against such improper use will depreciate the value of his property; to preserve, so far as practicable, the natural beauty of such lots; to insure the erection thereon of attractive, well designed, properly proportioned, and appropriate homes and other structures constructed of proper and suitable materials, with appropriate locations of such homes and other structures on the lots; to insure proper set-backs from streets and lot lines; to provide adequate free space between structures, and in general to assure the best use and most appropriate development and improvement of the above described property and of each parcel thereon;

NOW THEREFORE, the undersigned does hereby impose the following protective restrictions upon the property:

1. **USE.** No building or structure shall be erected, altered, placed, or permitted to remain on any lot other than one detached, single family dwelling with a private garage or carport and appurtenant private outbuildings.

7-02; 1:04PM; Shirley L. Deroz

The subject property shall be used exclusively for residential use, and no business of any kind shall be conducted on the property, nor shall any noxious or offensive activity be permitted that would be an annoyance or nuisance to adjoining owners.

2. SIZE OF BUILDINGS. No family dwelling constructed on the property shall contain less than 2,000 square feet of heated and cooled area.

A double carport or garage is required, and the same must be attached to the main dwelling.

3. LOCATION OF DWELLINGS. Setbacks for the front, side and rear lot lines shall be set out on the survey for each respective parcel, and shall be delineated in the conveyance of the respective lot. Any dwelling, exclusive of steps or eaves, shall be located on the interior portion of each respective lot and not within any delineated set back.

4. STORAGE BUILDINGS/PUMP HOUSES. Any outbuilding placed or constructed on the property shall be of exterior material similar to the dwelling and shall be located behind the dwelling with the view of minimizing its visibility from the road.

5. TEMPORARY BUILDINGS. No building materials or temporary buildings of any kind or character shall be placed or stored on the property until the owner is ready to commence improvements.

6. ANTENNAS, SATELLITE DISHES, HAM RADIO ANTENNAS, TRAVEL TRAILERS. All of the foregoing shall be located behind the rear of any residence in order to minimize visibility from the road or street.

7. MAINTENANCE. The property shall be attractively maintained. The owners of each parcel shall keep the parcel mowed regularly, and clear of any unsightly objects.

8. No mobile home, modular home, or inoperative vehicles shall be located or permitted to remain on the subject property, nor shall such be used as a residence temporarily or permanently. No travel trailer shall be used as a residence temporarily or permanently.

9. The property shall not be further subdivided.

10. ANIMALS. 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. Horses shall be permitted on sites in excess of five acres, provided they are not kept, bred, or maintained

for any commercial purpose.

11. WALLS AND FENCING. No fence or wall shall be erected or placed upon any lot unless the same shall be constructed of wood, chain link, or equivalent new fencing. No fence shall be taller than six feet in height nor extend beyond the front corner of the main dwelling.

12. TREES. In order to preserve the natural beauty of the respective parcels, no trees on the lots shall be cut unless the same should be damaged by disease, lightning, or other natural disaster from which the tree will not recover, or as needed to be cut in preparation for a homesite, for access to the homesite, or for outbuildings to be located on the subject property.

13. DISPOSAL OF REFUSE. No garbage, trash, ashes, refuse or other waste shall be thrown, or dumped on any lot or street in the subdivision or permitted to remain upon any such place. Incinerators or other equipment for the storage of, or disposal of such materials shall be kept in a clean and sanitary condition.

All garbage, trash, and other refuse shall be kept in containers stored out of sight of the street, except on pickup days.

The foregoing restrictions shall run with the land and shall be binding upon all lot owners, and upon all parties and persons claiming under or through them, each of whom shall, by virtue of his acceptance or acquisition of title or other interest, accept and agree to be bound by and to abide by all terms and provisions of this instrument, all of which shall be and remain in full force and effect until January 1, 2042, and thereafter, unless before such date the record owners of at least fifteen of the lots in the subject property shall by instrument in writing annul, amend, or modify such restrictions in whole or part; provided, however, that no modification or amendment shall place an additional burden or restriction on any lots the owners of which do not join in such modification or amendment.

Should any provision, clause, restriction, limitation or condition of this instrument be declared unenforceable, illegal, against public policy, or inconsistent with or contrary to the laws of the Constitution of the State of Alabama or the United States of America, by any court of competent jurisdiction, or by any legislative enactment of the State of Alabama or of the United States of America, every remaining provision, clause, restriction, limitation or condition contained herein not affected by such judicial or legislative declaration,