

STATE OF ALABAMA )

JACKSON COUNTY )

PROTECTIVE RESTRICTIONS OF CRESTVIEW HEIGHTS SUBDIVISION

In consideration of the purchase of lots in Crestview Heights Subdivision, in Bridgeport, Jackson County, Alabama, as shown by a map or plat thereof recorded in the Probate Office of Jackson County, Alabama, in Flat Book "C" at pages 1, 2, 3, and 4, the undersigned Patrick Investment Company, a Corporation, the owner of said lots in Crestview Heights Subdivision, do hereby make the following protective covenants, declarations as to limitations, restrictions and use to which the lots constituting said Crestview Heights Subdivision may be put, hereby specifying that said restrictions and declarations shall constitute covenants to run with all of the land, as provided by law, and shall be binding on all parties and persons claiming under them, and for the benefit of and limitations upon all future owners of lots in said subdivision, this declaration of restrictions being designed to insure the use of said property for attractive residential purposes only; to prevent nuisances; to prevent the impairment of the attractiveness of said property; to maintain the desired tone of the community; and thereby to secure to each site owner the full benefit and enjoyment of his home, with no greater restriction upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners, with respect to all of the lots in the said Crestview Heights Subdivision.

I

No purchaser of any lot in Crestview Heights Subdivision, his, her or their heirs or assigns, shall move or cause to be moved to said subdivision any building or mobile home to be used for residential purposes. Purchasers are restricted in the use of said lots for the construction of buildings as follows: (1) Only one dwelling house may be constructed on any one lot, except as hereinafter provided; (2) All dwelling houses shall be single family dwelling houses of new construction and of good appearance to be used for dwelling purposes only; (3) Dwellings shall not exceed two and one-half stories in height; (4) No detached garage shall be

permitted on any lot and only a garage attached to the house to accomodate no more than three cars may be built or maintained on any lot; a detached building for storage purposes shall not exceed 200 square feet, having exterior material and workmanship as that of the house appearance; (5) No dwelling shall be erected, altered, placed, or permitted to remain on any lot in this subdivision except one family structures with a reasonable market value at the time of construction of Thirty-Five Thousand Dollars and no/100 (\$35,000.00), based upon cost levels prevailing on July 1, 1990, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on said date at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure exclusive of one-story open porches and garages, shall be not less than 1,400 square feet for a one-story dwelling, nor less than 1,200 square feet for a dwelling of more than one-story; and (6) Nothing herein contained shall be construed to prevent the use as one building site of two or more lots or the use as a building site of portions of two or more lots, provided that the building site shall have a street frontage and area not less than the street frontage and area of any lot, a portion of which is included in such site.

## II

No buildings or structures shall be located or maintained on the lots of this subdivision nearer to the exterior boundary line of the site on which the main dwelling house is erected than the "building set back lines" which are hereby established as being 45 feet for the front or street boundary and 15 feet for any other exterior boundary for all lots.

## III

All lavatories and/or toilets shall be built indoors and connected with outside septic tank or sewage disposal approved by the County Health Officer.

## IV

No commercial or industrial structures shall be built on said lots; no store, saloon, grocery, merchantile or other retail, wholesale or manufacturing business shall be carried on; nor shall any spirituous or malt liquors be manufactured, sold, exchanged, bartered or dealt in upon any of said lots; and no business, trade or activity shall be carried on upon any of the lots in said subdivision that is of noxious, or offensive character or that may be or become an unreasonable annoyance or that may constitute a nuisance in the neighborhood.

## V

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

## VI

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot.

## VII

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.

## VIII

No trailer, tent, shack, barn or other temporary building shall be erected or used as a residence on any of the lots in said subdivision.

## IX

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

## X

All dwellings and residences erected on any of said lots shall be of creditable appearance and in keeping with the other structures in the subdivision.

## XI

There shall be and remain an easement upon and over certain lots in said subdivision for the purpose of installation and maintenance of all utility service, such as light, gas, water, electricity, sewage, etc., and the same shall be placed and maintained thereon in such place as designated on the plat of said subdivision and in such manner as to not render any lot or lots undesirable for residential purposes.

## XII

These covenants, reservations and restrictions 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 years from the date this instrument is recorded in the Probate Office of Jackson County, Alabama, after which time said covenants, reservations and restrictions shall be automatically extended for successive periods of ten years unless an instrument signed

by a majority of the then owners of the lots in Crestview Heights Subdivision, has been recorded, agreeing to change said covenants, reservations and restriction in whole or in part.

## XIII

If any party or parties claiming title, legal or equitable, or right of possession of any of the real estate in said subdivision, shall violate or attempt to violate any of the covenants or restrictions herein mentioned, it shall be lawful for any other person or persons owning any of said real estate in said subdivision covered by these restrictions, or persons legally entitled to possession thereof to institute and prosecute any proceedings in law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, and by the acceptance of any deed or lease to any of said real estate, the parties thereof agree to submit to the jurisdiction of any Court or competent jurisdiction in Jackson County, Alabama, and abide by any judgment of said Court with respect to its injunction or judgment for any damage that may be awarded in such Court for violation of said covenants or restrictions.

## XIV

If any of the foregoing covenants or restrictions shall be declared invalid by the final judgment of any Court of competent jurisdiction, such invalidity of a part of said covenants or restrictions, or any one of them, shall in no wise affect the validity of any other covenant or restriction which shall remain in full force and effect unless declared to be invalid by final judgment of a Court of competent jurisdiction.

## XV

Wherever in this instrument the context requires the singular number and masculine gender as herein used may be read as plural and feminine or neuter respectively.

IN WITNESS WHEREOF, Patrick Investment Company, a Corporation, has caused this instrument to be executed on this the 21st day of August, 1990.

PATRICK INVESTMENT COMPANY, INC.

BY: Richard C. Patrick, Jr.

Richard C. Patrick, Jr., President

OWNER

