

BOOK PAGE
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STATE OF ALABAMA)
COUNTY OF MADISON)

KNOW ALL MEN BY THESE PRESENTS, THAT, whereas, RICHARD N. BROWN, and JOE BOB WHITT, herein after called Declarants, are the owners of all the lots and property known as THOMAS MANOR SUBDIVISION PHASE THREE, according to the plat of said subdivision of record in the Office of the Judge of Probate of Madison County, Alabama, in Plat Book 27, as Page 65, and hereinafter known as the Subdivision; and

WHEREAS, Declarants desire before any of the lots in said Subdivision are sold or conveyed to other persons, to fix and establish certain restrictions, covenants, conditions, stipulations and reservations as to the use and enjoyment of all the lots or parcels of land located in said Subdivision in order to establish a uniform plan for the development, improvement, and orderly sale of the Subdivision.

NOW THEREFORE, the Declarants do by these presents file the following protective covenants, restrictions, reservations, and conditions which shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the Declarants and all parties and persons owning lots in said Subdivision. Said covenants and restrictions shall apply to THOMAS MANOR SUBDIVISION PHASE THREE.

1. No lot shall be used except for residential purposes.
2. No building shall be erected, altered, placed, or permitted to remain on any lot other than one single-family dwelling. This shall not be construed to prevent necessary outbuildings as hereinafter authorized and provided.
3. No building shall be located on any lot nearer to the front lot line than 35 feet or nearer to any side street line than 25 feet. No building shall be located nearer than five (5) feet to an interior lot line. For the purposes of this covenant, eaves, steps, and driveways shall not be considered as part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach on another lot. In the event Declarants shall decide, in their sole and absolute discretion, that strict enforcement of the setback lines and distances or other provisions contained within these Covenants and Restrictions would work unnecessary hardship in any specific case, then Declarants shall have the right to waive the setback requirements contained herein by filing notice in writing of such waiver in the Office of the Judge of Probate of Madison County, Alabama.
4. No dwelling shall be erected or placed on any lot having an area of less than 17,550 square feet.
5. No residence shall be erected upon or allowed to occupy any lot unless the area of the main structure, exclusive of open porches, attached garages, or carports, be not less than 2000 square feet. Ground floor area may be less than 2000 square feet on a 2 story dwelling, provided total living area is not less than 2400 square feet, exclusive of open porches, garages, and carports.

RICHARD N. BROWN
7595 HIGHWAY 72 WEST
MADISON, ALABAMA 35768

THIS INSTRUMENT PREPARED BY:

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6. In the event Declarants shall adjust the lot lines or further subdivide, the resulting new lots or units shall be considered one lot for the purpose of these restrictions and these restrictions shall apply the same as if said tract or unit had been originally platted as one lot on the subdivision plat. Should the owner of the two adjacent lots desire to build and maintain a single dwelling on the combined lots, said owner must obtain approval of Declarants in writing including approval of any relocation or extension of any easement. The side lot restriction shall apply to the side lot lines of the combined lot.

7. In addition to those easements for installation and maintenance of utilities and drainage facilities which are reserved on the subdivision plat, there shall also be easements of five (5) feet in width inside each boundary line of each lot. The easement area of each lot shall be used and enjoyed by the owner of the lot, except Declarants reserve for themselves and any utility company serving said Subdivision the easements and rights-of-way as shown on said Subdivision plat and as herein described for the purpose of planning, inspection, constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas, sewer, cable television or any other utility Declarants see fit to install in, across, or under said easements.

8. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. However, it is hereby recognized that the traffic, noise, dirt in the streets, and activity associated with the construction of homes in the subdivision is normal activity and not to be considered noxious, offensive or prohibited.

9. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or any signs used by a builder to advertise the property during the construction and sales period.

10. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used at anytime as a residence either temporarily or permanently. No temporary structure of any kind, occupied or unoccupied shall be permitted upon any lot during construction on said lot without the prior written approval of Declarants. Declarants reserve the exclusive right to erect, place and maintain such facilities in or upon any portions of the Subdivision still owned by Declarants, as in Declarants' sole discretion may be necessary or convenient while selling lots, selling or constructing residences and constructing other improvements upon the Subdivision. Such facilities may include, without limitation, sales and construction offices, storage areas, model units, signs and portable toilet facilities. Except that accessory buildings shall be permitted to remain on the property when approval of same has been obtained with accordance with paragraphs 13 thru 15, hereof.

11. 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, provided that they are not kept, bred, or maintained for any commercial purposes.

12. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six 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. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

13. No construction shall be commenced upon any building, or alteration thereof, upon any lot until and unless the building plans and specifications showing the name and address of the owners and builder and the plat plan showing the proposed location of such building upon said lot has been approved in writing by Declarants or their designated representative, as to the conformity of the proposed building with Declarants' plans for orderly development of the Subdivision and the harmony of the exterior design with that of existing structures and as to location of the proposed structure with respect to topography and finish grade elevation.

14. Each lot owner must sod their front yard within 30 days of the completion of their residential dwelling. Thereafter, each lot shall be maintained by the owner in a manner consistent with the community-wide standard for the Subdivision which shall include mowing of lawns or grassed areas to a height of less than six (6) inches at all times. Prior to construction, all grass and woods on any lot shall be maintained to a height of less than twelve (12) inches at all times.

15. A sidewalk meeting the plans and specifications of the subdivision shall be installed along the street fronting each lot by the lot owner within one year of the conveyance of the lot from the Declarants. Sidewalks shall not be altered or obstructed by any owner or occupant. Any sidewalk located on a lot shall be maintained by the owner

16. All rights, responsibilities specifically reserved or imposed upon Declarants or their representative under the terms of these restrictions, other than those which exist by virtue of Declarants' being an owner of a Subdivision lot, shall terminate upon the filing by Declarants of written notice to that effect in the Office of the Judge of Probate of Madison County, Alabama. Thereafter, the approval shall not be required unless within sixty (60) days of the filing of said notice by Declarants, a majority of the record title holders of the lots in the Subdivision shall file a written instrument in the Office of the Judge of Probate of Madison County, Alabama, designating a committee of at least three (3) representatives to exercise the same authority conferred upon Declarants in Paragraph 13. All of the other approvals and rights conferred upon Declarants under the terms hereof, except those inuring to Declarant's notice, shall not pass to the new committee designated by the property owners.

17. Declarants' approval as required by any of the terms and conditions of these covenants and restrictions shall be in writing. In the event Declarants or their representative shall fail to approve or disapprove any request within thirty (30) days after such request has been made in writing, approval shall not be required and the related covenants and restrictions shall be deemed to have been fully complied with and Declarants' approval can be presumed. Failure of the Declarants to approve or disapprove the building plans and specifications in writing in one or more or all cases, shall not in any way mitigate either the requirement to submit or the Declarants' right to approve or disapprove such plans and specifications in subsequent cases.

Declarants reserve to themselves the broad discretion in approval of any plans and specifications submitted and such approval or disapproval thereof shall be final and binding upon the applicant and upon all owners of lots benefited by these covenants.

The approval required by the covenants shall be by Declarants, RICHARD N. BROWN and JOE BOB WHITT.

18. These restrictions shall not extend to cover any other property, in particular any which may be shown on the plat of this or any other Subdivision and designated or described as "For Information Only," or "Not Platted" or words or terms of similar meaning. In addition, these restrictions shall cease to apply to any lot or lots rezoned by the controlling governing authority to other than single family residential. Declarants reserve the right in their sole discretion so long as the Declarants' rights and authority to act under these Covenants and Restrictions have not been terminated as set forth in Paragraph 14 or 17 herein to revise the subdivision plat or to amend, revise, or abolish any one or more of the restrictions contained herein.

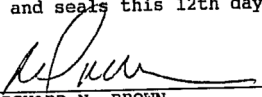
19. These covenants are to run with the land and shall be binding on all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically ended unless any instrument signed by the majority of the then owners of the lots has been recorded, agreeing to extend said covenants in whole or in part.

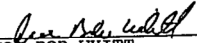
20. Enforcement shall be by proceeding at law or in equity against any person or party violating or attempting to violate any covenant either to restrain violation or to recover damages.

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

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IN WITNESS WHEREOF, the said RICHARD N. BROWN AND JOE BOB WHITT hereunto set their hands and seals this 12th day of November, 1993.

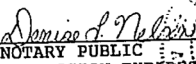


RICHARD N. BROWN


JOE BOB WHITT

STATE OF ALABAMA)
COUNTY OF MADISON)

I the undersigned Notary Public, in and for said County and State, hereby certify that, RICHARD N. BROWN, and JOE BOB WHITT, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that being informed of the contents of said conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 12th day of November, 1993.


NOTARY PUBLIC
COMMISSION EXPIRES 12/15/96


THIS INSTRUMENT PREPARED BY:
Richard N. Brown
7595 Hwy 72 West
Madison, Alabama 35758

STATE OF ALABAMA MADISON COUNTY PROBATE OFFICE
I hereby certify that the foregoing instrument was filed for record in the
office on 11-12-93 at 3:12 o'clock P M. and duly recorded
Deed Tax _____ Mortgage Tax _____ FRANK H. RIDDICK, Judge of Probate

93 NOV 12 P3:12

STATE OF ALA MADISON
CLERK OF THE PROBATE
W. H. H. H.