

STATE OF ALABAMA)

RESTRICTIVE COVENANTS

AUTAUGA COUNTY)

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS, We the undersigned, LLOYD W. SIMS and wife PATTIE H. SIMS and CHARLES H. SIMS, JR., and wife BARBARA K. SIMS, are the owners of record of the following described real estate lying and being in Autauga County, State of Alabama, to-wit:

Lots one (1) through eight (8), Plat one (1) of Sim's Pleasant Valley Subdivision, according to a map or plat thereof recorded in the Office of the Judge of Probate of Autauga County, Alabama, in Plat Book 2, Page 218.

WHEREAS, We, the undersigned, are desirous of establishing or placing the heretofore described subdivision under certain restrictive covenants to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the high quality and tone of the Community and thereby to secure to each site owner the free and full benefit and enjoyment of his home with no greater restrictions upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners.

NOW THEREFORE, WE, the undersigned do hereby adopt the following conditions, restrictions, covenants and limitations, which shall apply in their entirety to all lots in the SIM'S PLEASANT VALLEY SUBDIVISION, and all future lots and plats therein, in AUTAUGA COUNTY, ALABAMA, and shall hereafter be included as a part of the consideration in transferring and conveying title to any or all of said Lots of said Subdivision.

1. No lot shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than a one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than three cars.

2. No dwelling shall be permitted on any lot at a cost less than FIFTEEN THOUSAND (\$15,000.00) DOLLARS, retail value, based upon cost levels prevailing at the date these covenants

are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and material substantially the same or better than that which can be produced on the date these covenants are recorded 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 1,000 square feet.

3. In any event no building shall be located on any lot nearer than 35 feet to the front lot line, or nearer than 35 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line, except that no side yard shall be required for a garage located 40 feet or more from the minimum setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered to permit any portion of a building, on a lot to encroach upon another lot.

4. No noxious or offensive 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.

5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

6. 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.

7. 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 that 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, and such shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

9. No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the State of Alabama, Department of Public Health. Approval of such system as installed shall be obtained from such authority.

10. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards, and recommendations of the State of Alabama, Department of Public Health.

11. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway 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 the street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

12. 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 in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

13. No parcel in said subdivision shall be resubdivided or reduced in size by conveyance, alienation, devise, descent and distribution, judicial sale or other proceedings, to less than one acre in total size and any reduction shall not have less than one hundred feet road frontage.

14. These covenants 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 these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

15. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damage.

16. In validation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on this 16<sup>TH</sup> day of November, 1970.

Lloyd W. Sims (SEAL)  
LLOYD W. SIMS

Pattie H. Sims (SEAL)  
PATTIE H. SIMS

Charles H. Sims, Jr. (SEAL)  
CHARLES H. SIMS, JR.

Barbara K. Sims (SEAL)  
BARBARA K. SIMS

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REGISTERED CLERK

1970 NOV 16 AM 8:28

E. L. C. J.

STATE OF ALABAMA)

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DALLAS COUNTY)

I, Charles H. Sims, Jr.

, a Notary Public in and for said County in said State, hereby certify that LLOYD W. SIMS and wife PATTIE H. SIMS and CHARLES H. SIMS, JR., and wife BARBARA K. SIMS, 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 the said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and Seal on this the 16<sup>TH</sup> day of ~~October~~, 1970.

November

Charles H. Sims, Jr.

Notary Public, State of Alabama,  
At Large

(Affix Seal)

My Commission Expires March 31, 1974