

**PROTECTIVE COVENANTS FOR SCENIC WOODS
BLOUNT COUNTY, ALABAMA
SCENIC WOODS**

Whereas, S & D Land Company, Inc. an Alabama Corporation. is the owner of the real property comprising Scenic Woods, situated in Blount County, Alabama and being situated in the SW1/4 of section 23, Township 13 South, Range 3 West, Blount County, Alabama and

Whereas, Scenic Woods has been subdivided into 8 tracts being numbered consecutively from 1 through 8 according to a map or plat of the same as prepared by ray w. Sport, a Registered Land Surveyor, Registration No.LS11281 and recorded in map or plat book 4 at page 34 on February 24, 1986 in the office of the Judge of Probate, Blount County, Alabama and

Whereas , it is desired by said owner, before any conveyances of said lots or parcels of real property in said subdivision shall be made to others, to fix and establish certain restrictions as to the use and enjoyment of such lots and properties in said plat which are for the protection of all owners of said properties or tracts, present or future.

Now, therefore, S & D Land Company, Inc. an Alabama Corporation, does by these presents establish and adopt Protective Covenants or Restrictions as to the future use of the tracts or parcels of land embraced in said plat of Scenic Woods, and does grant to the future owners of any part of the land embraced in said plat, the right to enforce said restrictions as hereinafter set forth:

I.LAND USE AND BUILDING TYPE

No tract shall be used except for residential purposes. Usual agricultural and horticultural uses customary to residential use shall be permitted

II.ARCHITECTURAL CONTROL

No building shall be erected, placed, or altered on any lot or tract until the construction plans and a plan showing the location of the structure has been approved by the Architectural Control Committee, as established herein Paragraph 9, as to the quality or workmanship and material harmony of external design with existing structures, and as to location with respect to topography. Approval shall be as provided in Paragraph 10.

III. QUALITY AND SIZE

It is the intention and purpose of these covenants to assure that all dwellings within each of the tracts comprising this subdivision shall be of a quality of workmanship and materials substantially the same for the tracts in each of the said respective areas, and furthermore, to insure that the requirements as to size of dwelling are maintained. The following minimum requirements are incorporated herewith for the respective tracts included within these covenants as follows: The ground floor living area of the main structure, exclusive of one story open porches and garages, shall not be less than one thousand five hundred square feet (1,500 sq. ft.)

IV. BUILDING LOCATIONS

No building shall be located on any lot nearer than 50 feet to the front line and no building shall be erected on any tract nearer to the side tract line than 50 feet. For the purpose of this covenant, eaves, steps, and open porches shall not be considered a part of the building, provided, however, that this shall not be constructed to permit any portion of the building on a lot to encroach upon another lot or tract. Right is reserved in the Architectural Control Committee to waive minor violations of the restrictions set forth in this paragraph.

V. EASEMENTS

S & D Land Company, Inc., an Alabama Corporation, reserves the right to grant easements for the installation and maintenance of utilities along public roads as shown on the recorded plat.

VI. NUISANCES

No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No commercial establishments, such as commercial home shops, automobile repair shops, or storage use, shall be permitted upon any tract covered by these restrictions.

VII. TEMPORARY STRUCTURES

No structure of a temporary character, house trailers, basement, tent, shack, garage, barn, or other out- building shall be used on any tract, at any time as a residence, either temporarily or permanently.

VIII. FURTHER SUBDIVIDING

No tract may be divided or reduced in size by voluntary alienation, judicial sale, or other proceeding by any lot or tract owner.

IX. ARCHITECTURAL CONTROL COMMITTEE

The Architectural Control Committee is composed of William Boyd Dobbins Jr. & Stephen Stewart. This committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining member shall have full authority to designate a successor, or successors. Neither the members of the committee nor any designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

X. PROCEDURE

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval shall not be required and related covenants shall be deemed to have been fully complied with.

XI. SEWAGE DISPOSAL

Septic tanks, or other means of sewage disposal, on each of the said tracts shall be located and installed strictly in accordance with the recommendations, requirements, and inspection for proper compliance therewith by Blount County Health Department, and/or other controlling public agencies.

XII. TERM

These covenants are to run with the land and shall be binding on all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of lots has been recorded, agreeing to change said covenants in whole or part.

XIII. AMENDMENT

S & D Land Company, Inc., an Alabama Corporation, reserves the right to amend or alter these covenants at such time as it is deemed best, in their unrestricted and sole discretion, to be in the best interest of the property owners.

XIV. ENFORCEMENT

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

XV. SEVERABILITY

Invalidation 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 thereof, the said S & D Land Company, Inc. an Alabama Corporation, has executed this instrument by and through its President, William Boyd Dobbins Jr. being duly authorized to do so, and he has hereunto set his hand and seal of the corporation on this 24th day of February, 1968.