

PROTECTIVE COVENANTS

The undersigned being all the owners of and the holders of any right, title or interest therein of all the property embraced in that subdivision shown on the map and plat known and designated as BRANDENBURG ESTATES, consisting of 45 lots which are numbered, located in Lauderdale County, Alabama, and recorded in the office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 5, page 86, hereby impose on said subdivision and all the said numbered lots, except Lot 2, 6, 29, 30, 36, 43 and 45, the following covenants and building restrictions.

It the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person owning any real property situated in the restricted part of said development or subdivison to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

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

1. The property shall be used only for residential purposes.

2. No structure other than one-family dwellings and appurtenant garages and outbuildings shall be erected, placed or permitted to remain on said property not in keeping with such purposes, and one-family dwellings shall not exceed two and one-half stories in height, except as hereinafter provided and under no circuistances will any tent, shack, trailer, mobile home, basement or any other type similar structure be allowed or permitted to remain on said property. Provided however, no garage, barn or other outbuildings shall be erected or constructed without first prior approval of the plan and specifications of said improvements by the Architectural Control Committee.

3. All dwellings constructed upon said property shall be permanent residence type, and any one-story dwelling shall have a square footage area of at least 1,400 square feet, and any two-story dwelling shall have a square footage area of at least 1,600 feet, exclusive of basements, outbuildings, carports, garages, terraces, porches and the like.

4. No building structure shall be located on any lot nearer than 10 feet to the side lot line nor on any lot nearer the front lot line than 30 feet nor nearer than 30 feet to any side street line.

5. No tractor-trailer type trucks or any combination thereof shall be allowed to be parked within said subdivision.

6. No business of any kind or trade, or other commercial enterprise or noxious or offensive activity, shall be engaged in or carried on upon the property, nor shall anything be done therefore which may become an annoyance, danger or nuisance to the neighborhood, including the discharge of guns, air or any kind.

7. No animals or livestock of any kind shall be raised, bred or kept on said property, except that cows, horses and dogs, or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose. No property owner shall keep or maintain any pet or animal that has vicious propensities, or become a nuisance to the neighborhood. Neither shall any owner have a garden except on the rear one-half of each lot.

8. The street frontage of said property shall be maintained clean and neat at all times and no noxious or offensive conditions shall be continued thereof or thereabouts and said property shall be kept mowed as needed. The property shall not be used or maintained as dumping ground for rubbish or garbage. Trash, garbage or other waste shall not be kept except in sanitary containers, and all incinerators or other equipment and containers for storage or disposal of such material shall be kept in a clean and sanitary condition. It is expressly required that before erection of any residence, toilet and sewage facilities, as well as any other improvements or construction shall at all times meet the minimum health and sanitation specifications as required by the Public Health Authority of the municipal county and state governments.

9. If the parties hereto, or any of them, or their heirs or assigns or successors, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons, corporation, or corporations, or any other legal entity owning any real property covered by these covenants, to prosecute any proceedings at law or in equity against the persons or other party or entity violating or attempting to violate any such covenants, and either to prevent him or them or such entity from doing, or to recover damages for such violation.

10. The use of concrete block, composition or asphalt exterior siding, sheets, shingles, or asbestos siding on any building or structure is expressly prohibited, except where written approval is obtained from the Architectural Control Committee.

11(a). The Architectural Control Committee is composed of H. Bennett Wilson, Jr., Genevieve Augustin and Larry Augustin. The committee may designate a sole representative to act for them. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

(b) 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 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 will not be required and the related covenants, shall be deemed to have been fully complied with.

12. Whenever, in the unanimous opinion of the members of the Architectural Control Committee no substantial damage will be done to anyone owning any parcel of land in the subdivision, it shall have full authority, anything in these protective covenants to the contrary notwithstanding, to waive or allow any violation of Paragraphs 2, 3 or 4 of these protective covenants, whether

such violation be present or prospective. Such waiver to be effective must be reduced to writing over the signature of each member of the Committee, and acknowledged by each member before a Notary Public.

13. The covenants and restrictions hereinabove enumerated shall be covenants running with the land.

IN WITNESS WHEREOF, the undersigned parties hereto set their hands and seals on this 26th day of May, 1987.

Milton L. Hearn
Milton L. Hearn

Cheryl Jean Hearn
Cheryl Jean Hearn

Larry Augustin
Larry Augustin

Genevieve R. Augustin
Genevieve Augustin

BENNETT WILSON REALTY-BUILDERS, INC.

Bennett Wilson
Bennett Wilson

WILSON & WILSON BUILDERS SUPPLY, INC.

By: H. Bennett Wilson, Jr.
H. Bennett Wilson, Jr., President

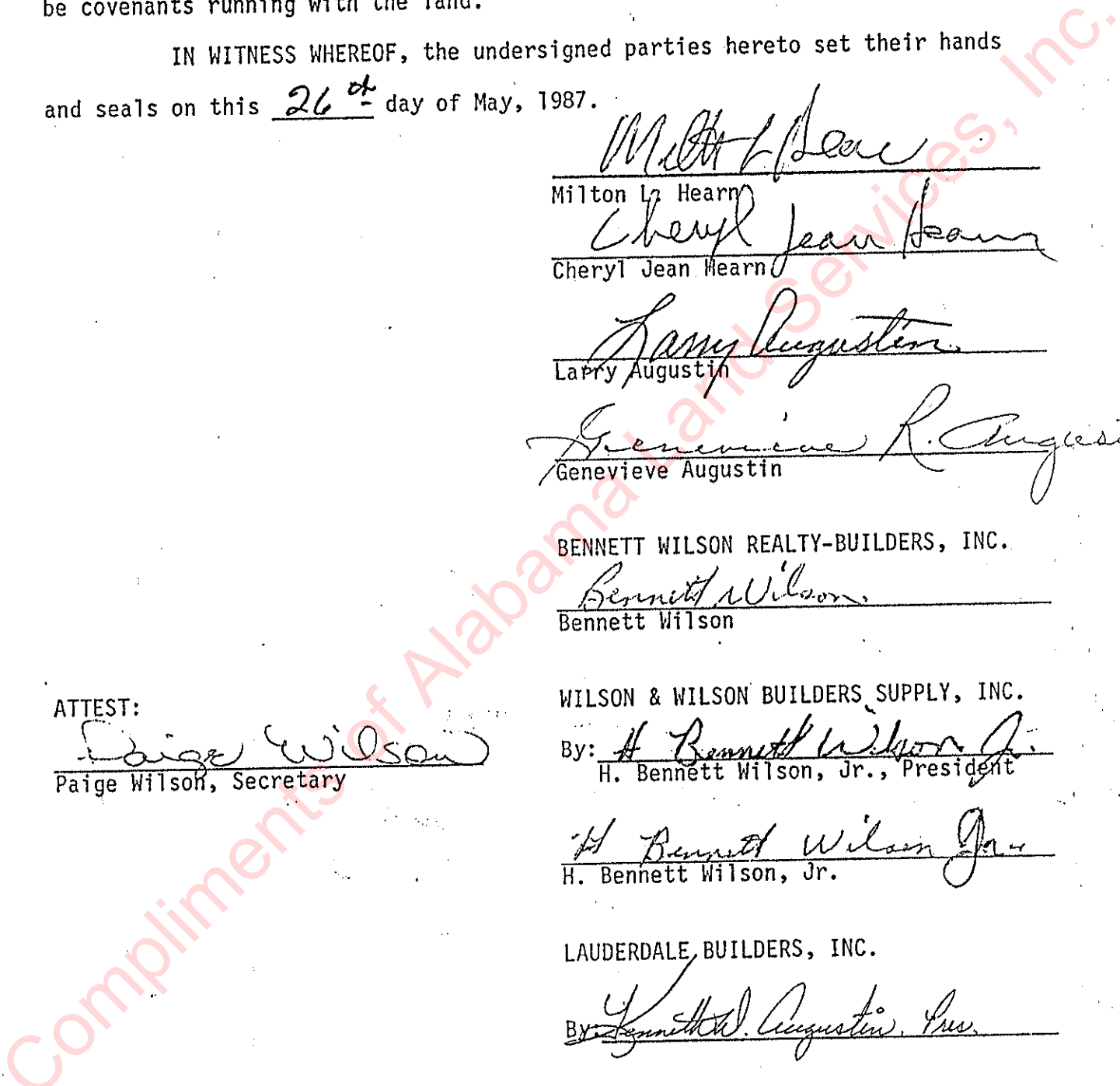
H. Bennett Wilson, Jr.
H. Bennett Wilson, Jr.

LAUDERDALE BUILDERS, INC.

By: Genevieve R. Augustin, Pres.

ATTEST:

Paige Wilson
Paige Wilson, Secretary



STATE OF ALABAMA
LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Milton L. Hearn and Cheryl Jean Hearn, 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 instrument they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 26th day of

May, 1987.

Cecilia Patterson
Notary Public

STATE OF ALABAMA
LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Larry Augustin and Genevieve Augustin, 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 instrument they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 26th day of

May, 1987.

Cecilia Patterson
Notary Public

STATE OF ALABAMA
LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Bennett Wilson whose name as President of Bennett Wilson Realty-Builders, Inc., a corporaiton, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 26th day of May, 1987.

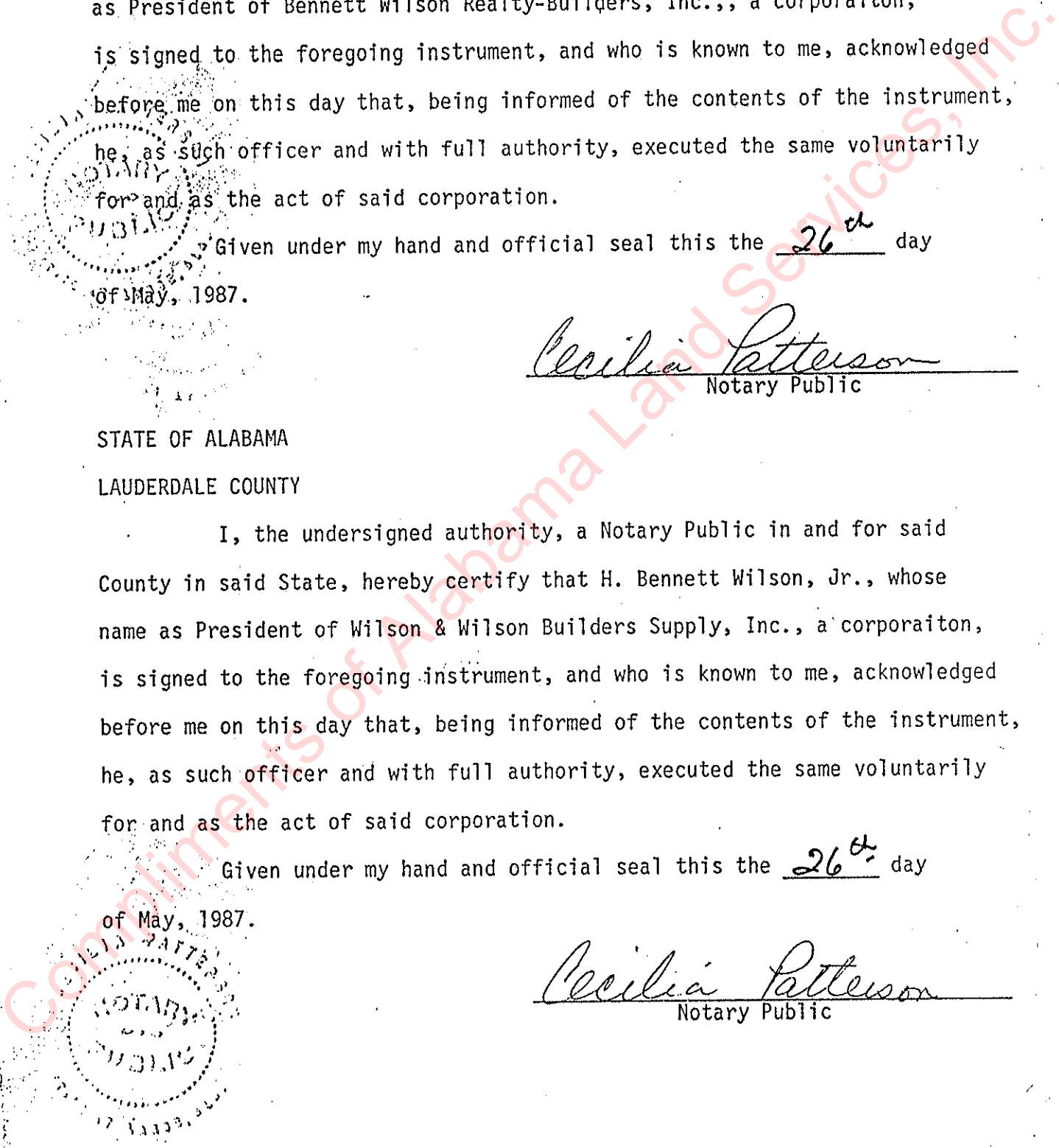
Cecilia Patterson
Notary Public

STATE OF ALABAMA
LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that H. Bennett Wilson, Jr., whose name as President of Wilson & Wilson Builders Supply, Inc., a corporaiton, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 26th day of May, 1987.

Cecilia Patterson
Notary Public



STATE OF ALABAMA
LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that H. Bennett Wilson, Jr., 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 instrument they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 26th day of

May, 1987

Cecilia Patterson
Notary Public

STATE OF ALABAMA
LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Kenneth D. Augustin whose name as President of Lauderdale Builders, Inc., a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 26th day

of May, 1987.

Cecilia Patterson
Notary Public

JUDGE OF PROBATE

STATE OF ALABAMA,
LAUDERDALE COUNTY, PROBATE COURT

I hereby certify that the foregoing instrument was
filed to record in this office on May 26, 1987
at 3:39 pm and duly recorded in Fiche
87-0127 Frame A003-A009 Deed Tax
\$ - Mfg. Tax - Fee 17.50

MAY 26 3 39 PM '87

STATE OF ALABAMA
LAUDERDALE COUNTY

William Belmont Judge of Probate