

STATE OF ALABAMA)
)
LAUDERDALE COUNTY)

7024

FICHE 90-0105 FRAME A001

PROTECTIVE COVENANTS

WHEREAS, the undersigned, Helen Miller Brooks, is the owner of all that certain property known and described as Brook Acres IV, according to the plat and of record in the Probate Judge Office of Lauderdale County, Alabama on April 25, 1990, and recorded in said Office in Plat Book 6, Page 72.

WHEREAS, the above named is willing and desirous of impressing the hereinafter stated covenants, conditions, restrictions and reservations in the above described property.

NOW, THEREFORE, in order to carry out the foregoing purpose and intent of the undersigned, the owner hereby impresses and imposes the following covenants, conditions, restrictions and reservations on the above described tract of land.

1. The tract covered by these covenants as above described shall be used only as residential lots. No structure shall be erected, altered or permitted to remain other than one dwelling, a private garage, servants quarters and other outbuildings incidental to residential use of a lot within City of Florence R-1 requirements, provided further that such owner will first obtain the written approval of the Architectural Control Committee before the erection of any such residential dwelling.

2. The location of the residence on the tracts of land shall be as herein provided, and in no event shall any dwelling be erected or any property used in violation of the R-1 requirements as set out in the Municipal Code of the City of Florence. No portion of any resident shall be nearer than 50 feet to the front property line, 15 feet to the side property line, and 25 feet to the rear property line or shoreline. On corner lots the minimum side yard setback from the street shall be 35 feet. No detached garage or

outbuilding shall be placed nearer to any property line than as specified above. The Architectural Control Committee, in its discretion, in cases where there are extenuating circumstances, such as a restrictive lot size or unusual tree location, may allow the erection of a residence nearer than 50 feet to the front property line; however, no residence, even with the approval of the Architectural Control Committee, shall be erected nearer than 35 feet to the front property line.

3. The ground floor area of the main residence exclusive of open porches, and garages shall not be less than 2000 square feet in the case of any one story dwelling. In two story dwellings the ground floor area of the main residence exclusive of open porches, and garages shall not be less than 2000 square feet with a total of not less than 2500 square feet of livable floor space. A fully finished heated and air conditioned area of a second floor or a basement qualifies as livable floor space.

4. No noxious or offensive trade or activity shall be conducted upon any lot, nor shall anything be done thereon that may be or become an annoyance or nuisance to the neighborhood.

5. Not any of said lots, nor any part thereof shall be used as a roadway, footpath, trail or access way of any kind to provide any person or persons with access to entry to Lake Wilson, other than the owner of said tract, his or her family, and their bona fide guests, except easements that are especially and specifically granted in writing, and dedicated by appropriate map or plat, or granted in writing by the respective owners hereof for use for utility or municipal purposes.

Persons who are not bona fide guests shall include, but are not limited to, the following:

- (a) Any person who parts with a consideration for the use of said roadway, foot path, trail or access way.
- (b) Any person who is granted the right, license

or easement to use any path of either of said tracts as such roadway, foot path, trail or access way by written instrument or by reason of the ownership of real property.

6. No miscellaneous building other than a soundly constructed boat house including uncovered decks and piers shall be located nearer than 25 feet to the 505 contour line or within 10 feet to any side lot line. The boat house must be constructed with no more than an uncovered deck or roof over it. Said boat house shall not project into the water more than 25 feet from the highest usual water level at the shoreline or no more than one third the way across the slough, whichever is the shortest distance. Design of the boat house must be approved by the Architectural Control Committee as well as the required governmental approvals before construction.

7. The use of exposed concrete block, wood logs, composition or asphalt sheets or shingles used as exterior siding on any building or structure is expressly prohibited except where written approval is obtained from the Architectural Control Committee.

8. No trailer, bus body or like structure, tent, shack, garage, basement or permitted outbuilding, placed or erected on any lot in said subdivision shall be at any time used as a residence, either temporary or permanent, nor shall any residence of a temporary character be permitted under any circumstances, except as herein provided. The removal of wheels or the affixing or placing of any trailer, mobile home or like device or structure to a permanent foundation shall not take the use of any such trailer, mobile home, or like device or structure outside this prohibition.

9. Any fence, tree house or like structures erected on any lot must have the approval of the Architectural Control Committee before construction or installation begins. Material and construction must be in such a manner so as not to obstruct the adjacent property owner's view of that portion of the lake and water front

which but for said fence or structure would be visible from such adjacent lot or lots.

10. No animals or livestock of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. No owner shall keep or maintain any pet or animal that has vicious propensities or that becomes a nuisance to the neighborhood.

11. The street and lake frontage of all lots shall be maintained clean and neat at all times and no noxious or offensive conditions shall be continued thereon or thereabouts. No lot shall be used or maintained as a 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 the storage or disposal of such material shall be kept in a clean and sanitary condition. It is expressly required that all toilet and sewage facilities 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. The use of house boats, cruisers and other types of water conveyances that are regularly docked at any of the property as a permanent residence is expressly prohibited. Furthermore, no boat docked at any of the property, no matter how temporary the stay there, may use a toilet that evacuates raw, untreated sewage into the water. The toilet for a temporary boat docked at any of the property must have as a minimum standard of sanitation, a toilet that micro-pulverizes and then effectively chemically treats all sewage before ejection into the water. The shoreline shall in no way be used as a rental docking space or for any other commercial endeavor. Neither shall it be used as a regular docking space for other than the owner, except the property owner may allow docking by friends not to exceed a period of two weeks and provided further that the boats of said friends, if equipped with toilets, meet the above

requirements. It being the purpose and intent of this covenant to prohibit and prevent the systematic dumping of sewage and waste into the waters abutting the property covered by these covenants.

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, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot.

13. No sign of any kind shall be displayed in public view on any lot except one professionally prepared sign used by a builder, real estate company or owner to advertise the property during the construction and/or sale thereof.

14. Any permanent change to or variance from any of the provisions of the protective covenants herewith filed may be made by an instrument in writing, clearly indicating such intention, duly executed by the then record owners of three-fourths of the lots in said tract, said instrument being duly acknowledged according to law and recorded in the office of the Judge of Probate of Lauderdale County, Alabama.

15. 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 person or other party or entity violating or attempting to violate any such covenant and either to prevent him or them or such entity from doing or to recover damages for such violation.

16. No building shall be erected, placed or altered on any lot in the tract until the building plans, specifications and site plan showing the location of such building on the lot with respect to property lines, topography and finished ground elevation have been approved

in writing as to conformity and harmony of external design with existing or proposed structures on the land embraced in the tract above described. This approval shall be given by the Architectural Control Committee composed of Helen Miller Brooks, and S. K. Brooks, Jr., and Brad Brooks, or by a representative designated by said committee.

In the event the Architectural Control Committee or it's designated representative does not approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it or, in any event, if not suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with.

Neither the members of such committee nor it's designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and of it's designated representative shall cease on and after July 2025. Thereafter, the approval described in this covenant shall not be required unless prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in that tract and duly recorded, appointing a committee or representative who shall thereafter exercise the same power previously exercised by said committee.

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

17. No boat, truck, trailer or any structure or vehicle of a temporary or a mobile nature, other than a passenger automobile shall be regularly parked, stored or exhibited on any lot in any manner that would be conspicuous or offensive to the neighborhood and also such temporary

structures or other vehicles must be so stored or parked either in a regularly constructed garage or other shelter or the same are expressly prohibited to be on said property on a regular basis. Nothing in this covenant shall be construed to alter or modify the provisions of covenant number 8.

18. No television disk, dish, antenna shaped like a disk or dish, or any similar apparatus, device, or equipment, regardless of its size, shape, or description shall be installed, erected, maintained, or allowed to stand on any lot in the subdivision or any other property in said subdivision, it being the purpose and intent of this covenant to expressly prohibit the erection, installation, standing or maintenance of any such structure, equipment, television disk or dish on any part of said subdivision.

IN WITNESS WHEREOF, the under signed hereby adopts, ratifies and confirms the foregoing by causing this instrument to be executed on this the 7 day of May, 1990.

Helen Miller Brooks
Helen Miller Brooks

STATE OF ALABAMA)
LAUDERDALE COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Helen Miller Brooks, whose name 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 this instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 7 day of May, 1990.

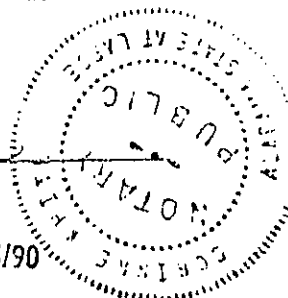
STATE OF ALABAMA
LAUDERDALE COUNTY, PROBATE COURT

I hereby certify that the foregoing instrument was filed to record in this office on May 7, 1990 at 3:56 pm clock and duly recorded in Fiche 90-0105 Frame A001 A007 Dead Tax \$ — Mtg. Tax — Fee 18.50

William C. Stanley Judge of Probate

Cosmine White
Notary Public

MY COMMISSION EXPIRES 7/25/90



STATE OF ALABAMA)
LAUDERDALE COUNTY)

FICHE 90-0124 FRAME B001

AMENDMENT TO PROTECTIVE COVENANTS

WHEREAS, Helen Miller Brooks, did on the 7th day of May, 1990, execute and file Protective Covenants in regard to that certain Subdivision known and described as Brooks Acres IV, which said Subdivision is recorded in Plat Book 6, Page 73 of the Probate Office of Lauderdale County, Alabama, and said Covenants being recorded in Fiche 90-0105, Frame A-001 through A-007, of said Probate Office, Lauderdale County, Alabama, and

WHEREAS, it is in the best interest of all parties who own property in said Subdivision to amend said Covenants,

NOW THEREFORE, the Owner hereby amends said Covenant as follows:

1. Covenant Number 2. is amended insofar as it applies to Lots 7 and 8 of said Subdivision by deleting the second sentence and placing in lieu thereof the following:

"No portion of any resident shall be nearer than 40 feet to the front property line, 15 feet to the side property line, and 25 feet to the rear property line or shoreline."

This amendment applies only to Lot 7 and 8 of said Subdivision as aforesaid.

IN WITNESS WHEREOF, the undersigned hereby adopts, ratifies and confirms the foregoing by causing this instrument to be executed on this the 29 day of May, 1990.

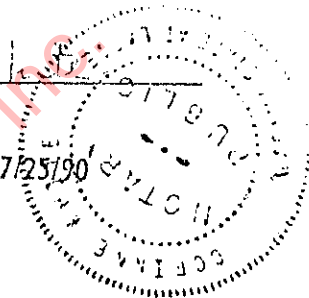
Helen Miller Brooks
Helen Miller Brooks

STATE OF ALABAMA)
)
LAUDERDALE COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that HELEN MILLER BROOKS, whose name 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 this instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 29 day of May, 1990.

STATE OF ALABAMA
LAUDERDALE COUNTY, PROBATE COURT
I hereby certify that the foregoing instrument was filed to record in this office on May 30, 1990 at 2:22 pm o'clock and duly recorded in Fiche 90-0124 Frame B001-B002 Ad Val Tax \$ Mig. Tax Fee 6.00
William C. Newberry Judge of Probate

William C. Newberry
Notary Public
MY COMMISSION EXPIRES 7/25/90


Compliments of Alabama Land Services, Inc.

STATE OF ALABAMA)
)
 LAUDERDALE COUNTY)

FICHE 90-031 FRAME 0013AMENDMENT TO PROTECTIVE COVENANTS

WHEREAS, Helen Miller Brooks, did on the 7th day of May, 1990, execute and file Protective Covenants in regard to that certain Subdivision known and described as Brooks Acres IV, which said Subdivision is recorded in Plat Book 6, Page 73 of the Probate Office of Lauderdale County, Alabama, and said Covenants being recorded in Fiche 90-0105, Frame A-001 through A-007, of said Probate Office, Lauderdale County, Alabama, and

WHEREAS, it is in the best interest of all parties who own property in said Subdivision to amend said Covenants,

NOW THEREFORE, the Owner of all of the property in said Subdivision hereby amend said Protective Covenants as follows:

1. Protective Covenant Number 3. is deleted as presently written and the following is placed in lieu thereof:

3. The ground floor area of the main residence exclusive of open porches; and garages shall not be less than 2000 square feet in the case of any one story dwelling. In two story dwellings the ground floor area of the main residence exclusive of open porches, and garages shall not be less than 1500 square feet with a total of not less than 2500 square feet of livable floor space. A fully furnished heated and air conditioned area of a second floor or a basement qualifies as livable floor space.

IN WITNESS WHEREOF, the undersigned hereby adopts, ratifies and confirms the foregoing by causing this instrument to be executed on this the 21st day of September, 1990.

S. K. Brooks, Jr.
 S. K. Brooks, Jr. as Executor
 of the Estate of Helen Miller
 Brooks, Deceased

S. K. Brooks, Jr.
 S. K. Brooks, Jr.

Elizabeth Fay Robbins
 Elizabeth Fay Robbins

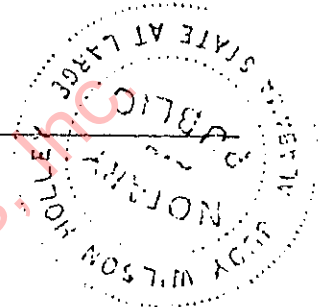
STATE OF ALABAMA)
)
LAUDERDALE COUNTY)

FICHE 900231 FRAME 0014

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that S. K. BROOKS, JR., whose name as EXECUTOR OF THE ESTATE OF HELEN MILLER BROOKS, DECEASED, is signed to the foregoing instrument, and who is known to me, acknowledge before me on this day that, being informed of the contents of this conveyance, he, in his capacity as such EXECUTOR, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 21st day of September, 1990.

Judy W. Helly
Notary Public
MY COMMISSION EXPIRES APRIL 17, 1993

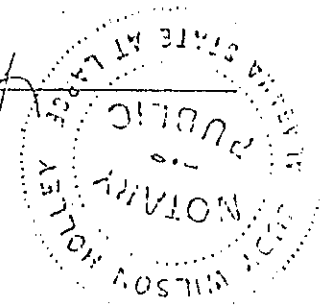


STATE OF ALABAMA)
)
LAUDERDALE COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that S. K. BROOKS, JR., whose name 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 this instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 21st day of September, 1990.

Judy W. Helly
Notary Public
MY COMMISSION EXPIRES APRIL 17, 1993

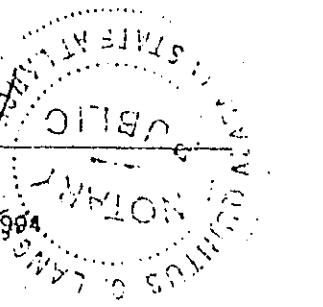


STATE OF ALABAMA)
)
LAUDERDALE COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that ELIZABETH FAY ROBBINS, whose name 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 this instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 24th day of September, 1990.

G. A. C. Faytall
Notary Public
My Commission Expires Aug. 20, 1994



STATE OF ALABAMA
LAUDERDALE COUNTY PROBATE COURT
At a hearing on the foregoing instrument was
present and appeared at 10:04 AM
Sept 28, 1990
900231 FICHE 0013-0014 Good Tax
\$ 6.00
William C. Helly Judge of Probate