

PROTECTIVE COVENANTS
FOR
BROOKWOOD SUBDIVISION

The undersigned, Tommy D. Woods, Larry D. Woods, and Robert E. Woods, are the owners of the property embraced in the subdivision shown on the map and plat prepared by Alexander Maps and Surveys, Inc. and known and designated as **BROOKWOOD SUBDIVISION**, located in Lauderdale County, Alabama, and shown on Plat Book 6, Page 312. If there is a conflict between these Protective Covenants and the subdivision plat, the plat will override these covenants. The undersigned owners hereby impose on all of the lots provided in said plat the following covenants and building restrictions:

I. APPROVAL OF ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee will be composed of three members, and the initial members are Tommy D. Woods, Larry D. Woods, and Robert E. Woods. No structure of any kind shall be built on said property until the plans and plot plan for same have been approved in writing by the "Architectural Control Committee", which approval shall not be reasonably withheld. A majority of the committee may designate a representative to act for it. Any vote on any questions presented to the Committee may be presented orally in any Committee meeting or in writing, whether or not such party may be present at such meeting. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor.

II. LAND USE AND BUILDING TYPE: No lot or part thereof shall be occupied, used or maintained except as a one family residential dwelling house primarily devoted to and used as a residence. No lot may be subdivided without the written consent of the Architectural Control Committee. Commercial buildings, multi-family buildings, mobile homes, and pre-fabricated residences are expressly prohibited. No part of any lot will be used as a roadway to adjoining property.

III. CONSTRUCTION, DWELLING QUALITY, AND SIZE: The minimum living area of a one-story dwelling must have a minimum living area of 2,000 square feet. A 1-1/2 or 2-story dwelling must have a minimum ground floor living area of 1,500 square feet. Porches, attached garages, breezeways and basements shall not be included in computing the above minimum living area. No dwelling shall remain incomplete for a period of 12 months and no unfinished dwelling may be occupied. The surface of the foundation of any structure must be covered with at least 80% brick. The exterior of any structure must be at least 80% brick. All roofs must have a pitch line of 7/12 except for porches. All dwellings should have good quality workmanship and materials. All homes must be built either by the property owner or by a licensed Contractor to insure quality workmanship and protection for all residents. Garages or a detached garage permissible for the storage of not more than three cars, are to be constructed from the same or equal materials as the main structure. All garages must have garage doors suitable to block the view of the interior of the garage from the street.

IV. BUILDING LOCATION: All lots are subject to the building setback lines as reflected on the subdivision plat:

(1) As to Lots 1 through 12, 18 through 34, and 38 through 45: No building shall be located on any lot nearer than 70 feet to the front lot line, or nearer than 30 feet to any side street line. No building shall be located nearer than 15 feet to any interior side lot line. No dwelling shall be located on any lot nearer than 40 feet to the rear lot line.

(2) As to Lot 17: No building shall be located nearer than 70 feet to the front lot line. No building shall be located any nearer than 25 feet to the side street. No building shall

be located nearer than 10 feet to an interior side lot line. No dwelling shall be located on any lot nearer than 40 feet to the rear lot line. Any residence built on this lot must face Rosewood.

(15) As to Lot 35: No building shall be located nearer than 70 feet to the front lot line. No building shall be located any nearer than 70 feet to the side street. No building shall be located nearer than 15 feet to an interior side lot line. No dwelling shall be located on any lot nearer than 15 feet to the rear lot line.

(14) As to Lots 36: No building shall be located nearer than 60 feet to the front lot line. No building shall be located nearer than 10 feet to an interior side lot line. No dwelling shall be located on any lot nearer than 40 feet to the rear lot line.

(15) As to Lots 13 through 16: No building shall be located on any lot nearer than 70 feet to the front lot line. No building shall be located nearer than 10 feet to an interior side lot line. No dwelling shall be located on any lot nearer than 40 feet to the rear lot line.

(16) As to all lots, setbacks are to be approved in writing by the Architectural Control Committee prior to construction. For purposes of this covenant, eaves, steps and open porches shall not be considered in computing the setbacks. Where the phrase "lot line" is used herein the same shall be construed to mean the property ownership line if someone owns and builds upon 2 or more lots.

(17) As to all lots, garages may face the road at the front of the property, but garage doors must be closed except for entering and exiting.

(18) As to all lots, the residence cannot be more or less than 10 feet from the road than any adjacent residence.

V. EASEMENTS: Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved on the lots as shown on the recorded plat. The granting of this easement or right of access shall not prevent the use of the same by the owner for any permitted purpose except for buildings.

VI. NUISANCE: 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. Commercial trucks over one ton in size, motor homes, campers, commercial trailers or livestock hauling trailers are not to be parked on streets overnight, except where construction on houses is in process and construction vehicles are parked on lots or streets out of necessity. There shall be no construction or repair of motor vehicles, water craft, tractors or other mechanical devices, except that which can be done and is done of a non-commercial nature. Parking and storage of non-operating automobiles, trucks, boats or other vehicles is prohibited, except within a garage located upon the property. Vehicles without all tires in operating condition and not currently licensed will be considered non-operating vehicles. Travel trailers and other recreational vehicles may be parked behind the setback lines as shown on the plat, but shall not be used as a residence and shall not be connected to any utilities. Any satellite dishes on any lot must be located at the rear of the residence. No exterior clotheslines unless located at the rear of the residence and the view is block by a fence.

VII. TEMPORARY STRUCTURE: No structure of a temporary character, mobile home, house trailer, modular home, basement, tent, shack, garage, barn or outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No outbuilding shall be constructed prior to the commencement of the construction of the residence.

VIII. OUTBUILDINGS: No easement, tent, shack, garage, barn or other outbuilding shall be permitted on any lot except with the written approval of the Architectural Control Committee. All outbuildings will have the same setback restrictions as a detached garage as outlined in paragraph III.

IX. ANIMAL CONTROL: 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. Any outside

dogs must be kept in kennels. No chronic barking dogs will be allowed in this subdivision. The main purpose and intention of this restriction is to maintain the quiet and peace of the subdivision and for the safety of children in the subdivision.

X. GARDEN: No lot may be used for agricultural purposes except that a private vegetable garden may be maintained on the rear one-third of each lot.

XI. FENCES: No fences shall be placed on any lot except upon written approval of the Architectural Control Committee. Only fences from the rear corner of the house toward the rear of the lot will be allowed. All fence rows must be kept clean from weeds and brush.

XII. BUSINESS OR TRADE: No business or trade of any kind or other commercial enterprise or noxious or offensive activity shall be engaged in or carried on upon any of the lots with the exception of teaching the various arts, tutoring or babysitting not more than three children who are not members of the household.

XIII. MAINTENANCE OF LOTS, LAWN AND GARBAGE DISPOSAL:

(a) The entire lot shall be maintained clean, neat and free of undergrowth at all times and no noxious or offensive conditions shall be continued thereon. 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 equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Burning garbage is prohibited except during construction of homes.

(b) All lots and all improvements located therein or thereon, shall be kept and maintained by the Owners thereof in good order and repair and free of all debris, including but not limited to, the sowing, sodding, and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of all buildings and other improvements, from the date of purchase of lot.

(c) Each lawn must be landscaped within one year of completion of the residence. No wood or other such items shall be dumped in any yard, but must be stacked neatly out of sight from the street.

(d) All swimming pools must be "in-ground" and located at the rear of the residence and must be surrounded by a privacy fence.

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

XV. SIGNS: No sign of any kind shall be displayed in public view on any lot, except one sign of not more than five (5) square feet advertising the property for sale or rent. The Subdivision developers may have no more than two large signs not more than 24 x 30 feet advertising the subdivision. Lots 1 and 26 will have an easement for the subdivision signs as reflected on the subdivision plat. The developer will maintain these areas until he sells 75% of the subdivision lots and the adjacent lot owners will maintain these areas thereafter.

XVI. DRIVEWAYS: Each residence must have a concrete or brick paver driveway which shall be a minimum of ten (10) feet in width and may be located in the side setback areas.

XVII. ROADS: All roads shown on the Plat are hereby dedicated to Lauderdale County, Alabama, and shall be for public use as roads.

XVIII. POWERS OF THE ARCHITECTURAL CONTROL COMMITTEE:

(a) At any time, the then record owners of two-thirds of the lots in this subdivision shall have the power, through a duly acknowledged instrument recorded in the Judge of Probate

of Lauderdale County, to amend or abolish these covenants, restrictions and setback lines or to change the membership of the Architectural Control Committee, or to withdraw from the Committee or restore to it any of its powers or duties.

(b) Whenever, in the unanimous opinion of the members of the Architectural Control Committee, no substantial damage will be done to anyone owning any parcel or land in the subdivision, it shall have full authority, anything in these protective covenants and restrictions to the contrary notwithstanding, to waive or allow any violation of Paragraphs III and IV of these protective covenants and restrictions, whether such violation be present or prospective. Such waiver, to be effective, must be reduced in writing over the signature of each member of the Committee and acknowledged by each member of the Committee before a Notary Public and recorded in the Office of the Judge of Probate.

(c) In the event the Committee, or its designated representative, fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the proposed construction has been commenced prior to the substantial completion of construction, approval will not be required, and the related protective covenants and restrictions shall be deemed to have been fully complied with. The term "record owner" shall not include mortgages or lien holders.

XIX. TERMS OF RESTRICTIONS: These protective covenants and restrictions 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 protective covenants and restrictions are recorded, after which time said protective covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then Owners of the Lots has been recorded, agreeing to change said restrictions in whole or in part.

XX. VIOLATIONS:

(a) If any person or entity shall violate any of the protective covenants or restrictions herein, it shall be lawful for any person or persons owning property in this subdivision to prosecute any proceedings at law or in equity against the persons or person violating any such protective covenants or restrictions to prevent any such violation or attempted violation or recover damages for same. The lot owner found by the Court to violate these restrictions will be obligated to pay the attorney fees of the parties filing the legal action.

(b) Invalidation of any one of these protective covenants or restrictions by judgment or Court shall in no way effect any of the other provisions which shall remain in full force and effect.

Executed this 2nd day of January, 1999.

Tommy D Woods

Tommy D. Woods

Larry D woods by Tommy D. woods

Larry D. Woods by his attorney-in-fact, Tommy D. Woods

Robert E. Woods by Tommy D woods

Robert E. Woods by his attorney-in-fact, Tommy D. Woods

STATE OF ALABAMA
LAUDERDALE COUNTY

0099-211 31.

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Tommy D. Woods, 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 22nd day of January, 1999.

Melanie H. Moore
Notary Public
My commission expires: 4-21-99

STATE OF ALABAMA
LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said County and in said State, hereby certify that Tommy D. Woods, whose name as attorney-in-fact for Larry D. Woods and Robert E. Woods is signed to the foregoing and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing, he in his capacity as such, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 22nd day of January, 1999.

Melanie H. Moore
Notary Public
My commission expires: 4-21-99

THIS INSTRUMENT PREPARED BY:

YATES, MITCHELL, BERNAUER,
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STATE OF ALABAMA
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