

RESTRICTIONS TO BE APPLICABLE TO
BROOKWOOD I

I

1. All lots on the recorded subdivision plat shall be subject to the provisions hereof. Said subdivision plat is recorded in Map Cabinet B, Slide 6, in the office of the Judge of Probate of Franklin County, Alabama.

2. Hester Brothers Development, an Alabama general partnership, or its successors in interest as developer, shall be hereinafter called Hester.

II

1. Hester shall have full and final approval of architectural plans, landscape plans, and site plans as follows:

a) All architectural plans must be submitted to Hester for written approval. This includes original construction and all subsequent alterations or additions.

b) A site plan shall be prepared showing proposed contours, location of all trees over 6 inches in diameter, location of proposed improvements including dwelling, all driveways, patios, decks and any and all other structures and improvements shall be furnished to Hester in advance of any work. All dwellings must face the road.

c) A landscape plan does not have to be provided to Hester, but all lots with improvements must be landscaped.

d) Exterior colors must be approved by Hester.

e) All construction must be completed within one year from the date of commencement. An exception may be made upon appeal to Hester.

f) A mailbox will be designed by Hester, and the same mailbox design will be used by all residents.

No work of any nature may be commenced on the site until written approval has been given by Hester. If such approval cannot be obtained, upon written request from owner, Hester will buy-back this real property for the original sales price minus expenses incurred in connection with such buy-back. Hester may obtain injunctive relief to halt any attempted work commenced without approval, as it is agreed by acceptance of conveyance subject to these restrictions any unaccepted work may cause irreparable and permanent harm to the subdivision and property of others therein as well as Hester. If Hester incurs any expense, including reasonable attorney's fees, to obtain said injunctive relief, the owner shall reimburse Hester all such cost and expense.

13.50 fee

All plans shall be submitted to Hester no later than 30 days before anticipated start of site work.

III

All builders and sub-contractors must be approved by Hester. A written list of these must be submitted to Hester no later than 30 days before anticipated commencement of any work. Hester shall have the absolute right to refuse anyone, without cause or explanation, in its sole discretion, and no work may commence without such approval in writing as to all builders and sub-contractors intended to be used.

IV

1. Said property shall be used solely for private residential purposes for single family dwellings only, and no commerce of any nature whatever shall be carried on upon said property. Not more than one single family dwelling house shall be constructed thereon, and no trailer or other movable or temporary living quarters shall be permitted thereon.

2. No carport shall be permitted. All garages shall be enclosed and shall be at least adequate to house two standard-sized automobiles. All garage doors shall be operable. All garages must have access from the side or rear of the dwelling, not front, if possible. No work may be done on any motor vehicle on the premises except in a totally enclosed garage.

3. No temporary structures may be placed on the premises except necessary shelters used by builders during construction, and these must be removed upon completion of construction.

4. No recreational vehicles may be kept upon the premises except behind the dwelling or enclosed in a manner approved in advance by Hester.

5. a) No building shall be built closer than 35 feet to the front lot line, 35 feet to the rear lot line, and 15 feet to any side lot line (except corner lots where a minimum of 25 feet from the side street line must be maintained as to any structure); provided any detached permitted outbuildings shall conform to governmental zoning setback regulations in force at the time of erection thereof.

b) Whenever the owner of two contiguous lots, or portions thereof, constructs a dwelling partly on both lots, the side lot line in (a) hereof does not apply to the side lot line which forms a common boundary between such lots.

6. All driveways must be concrete.

7. No structure separate from the dwelling house shall be used or occupied for living purposes, and no such structure may be constructed closer to the front property line than the rear line of the dwelling.

8. No dwelling shall be constructed on said property with a finished, heated and cooled, enclosed living area of less than 1600 square feet for a one-story dwelling, nor less than 1200 square feet on the lower level for a dwelling of more than one story, provided that a dwelling of more than one story must provide a total of 1600 square feet of enclosed living area within the entire dwelling house. No unfinished storage, utility room, basement, attic, breezeway, porch or garage shall be counted as part of the living area for the purposes of determining the minimum building size.

9. Only finished materials such as brick, stucco, painted siding or vinyl siding and stained or painted wood shall be used for exterior surfaces of any structures. An exception may be made upon appeal to Hester. No metal roofing shall be used in any construction. No exposed painted or unpainted concrete block shall be allowed in any such construction.

10. Any fence erected on the property must be of substantial and ornamental construction. No fence may be erected nearer the front lot line than the rear line of the dwelling except for decorative fences which enhance the overall look of the property and dwelling. No visible chainlink fences are allowed. Each fence shall have a gate. If the permitted fence has only one finished side, it must be the side exposed to the public.

11. Owner shall maintain all recorded plat-designated utility and drainage easements, but may place no obstruction which interferes with the use and maintenance of such easements.

12. All domestic animals shall be kept within an enclosed area or on a leash. No livestock may be maintained upon the property, and no noxious or offensive trade or activity shall be carried on upon the property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

13. All electrical connections, telephone and cable lines will be underground.

14. No signs may be displayed to public view except one identification sign not more than two square feet in size and one temporary real estate sign not more than five square feet in size. This restriction shall not apply to Hester.

15. Each lot shall be connected to public water and sewer, if available, before occupancy of any improvement.

16. No antenna, tower or flagpole shall exceed 50 feet in height. No satellite receiver may be installed or maintained unless hidden from public view or enclosed in a manner approved in advance by Hester.

17. Garbage cans must be used which can be fastened. They are to be placed on the street only on pick-up days; otherwise, the garbage cans are to be out of sight.

18. The owners of lots surrounding and including the lake are responsible for the maintenance and preservation of said lake. Hester is not responsible for the maintenance and preservation of said lake. Any pier construction must be approved in advance by Hester.

19. No lot may be accessed by any other road than those established by Hester.

20. No trees measuring 6 inches or more in diameter at ground level may be removed without written approval of Hester (unless located in the area of improvements to be erected approved in advance by Hester). Removal is agreed to be damaging to the subdivision and to the property of other owners, and removal of any such tree without approval in writing shall be deemed conclusively to create damages of \$5,000.00 as to each such tree payable to Hester. Upon failure to pay upon demand, Owner agrees, by acceptance of the conveyance, to pay all costs of collection, including reasonable attorney fees, incurred by said Hester in enforcing this claim.

21. a) These covenants are enforceable by Hester or by any individual lot owner. The covenants shall run with the land and be binding for a period of 20 years from the date of recording. Said covenants automatically extend for successive 10 year periods unless amended.

b) If the covenants are amended during the first 20 year period, all owners must join in the request for modification.

c) After the initial 20 year period, amendment to the covenants shall be made by request for modification of a majority of the lot owners. Each owner is entitled to one vote per lot owned.

d) Any modification of these covenants must be duly recorded in the Probate Office of Franklin County, Alabama, to become effective.

HESTER BROTHERS DEVELOPMENT, an Alabama general partnership

By: Alton Hester
Alton Hester, General Partner

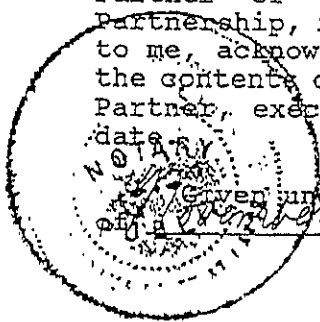
Randy Hester
Randy Hester, General Partner

STATE ALA.-FRANKLIN CO.
I CERTIFY THIS INSTRUMENT WAS FILED
1996 NOV 23 AM 10:15
BOOK 268 PAGE 991
Shal Kirby
CLERK OF PROBATE

STATE OF ALABAMA

COUNTY OF Franklin

I, the undersigned, a notary public in and for said county in said state, hereby certify that Alton Hester, whose name as General Partner of Hester Brothers Development, an Alabama General Partnership, 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, in his capacity as such General Partner, executed the same voluntarily on the day the same bears date.



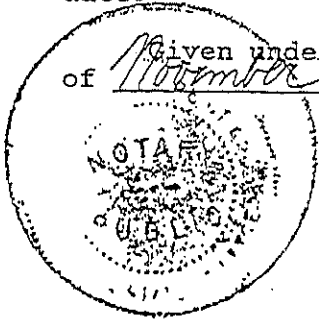
Given under my hand and official seal this the 21st day of November, 1996.

Linda K. Petty
Notary Public
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: July 19, 1997.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

STATE OF ALABAMA

COUNTY OF Franklin

I, the undersigned, a notary public in and for said county in said state, hereby certify that Randy Hester, whose name as General Partner of Hester Brothers Development, an Alabama General Partnership, 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, in his capacity as such General Partner, executed the same voluntarily on the day the same bears date.



Given under my hand and official seal this the 21st day of November, 1996.

Linda K. Petty
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