

Greenbrier

STATE OF ALABAMA Ø
LAUDERDALE COUNTY Ø

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being all of the owners of and all parties having any right title of interest in, that certain subdivision shown and designated on the map and plat prepared by William A. White, known and designated as Greenbrier, certified as of the 2nd day of February, 1960, and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in New Plat Book No. 3 on Page 141 (the legal description thereof being hereby adopted by reference), hereby impose upon all of the residential lots of the aforesaid Subdivision, according to the plat thereof, the following covenants and restrictions:

I

All lots in said Subdivision shall be used for residential purposes only; and no structure other than one-family dwellings and appurtenant garages and outbuildings shall be erected, placed or permitted to remain on any residential building lot or combination of lots not in keeping with such purposes, and one-family dwellings shall not exceed two and one-half stories in height. And no structure of any kind shall be built on said property until the plans for same have been approved by the architectural control committee, which approval shall not be unreasonable withheld. If no injunction suit has been filed by the time any structure is completed it shall be conclusively presumed that the plan for same was approved and no further approval shall be necessary.

II

All dwellings constructed upon said property shall be of permanent residence type and shall have a square footage area of at least 1400 square feet exclusive of basements, out-buildings, carports, garages, terraces, porches and the like, except that if the carport or garage has a width of at least 20 feet then the minimum square footage as set forth herein shall be 1300 square feet.

III

Two-thirds of the exterior of all buildings constructed on said property other than gables shall be of brick or stone. The use of asbestos, composition or asphalt exterior siding, sheets of shingles on any building or structure is expressly prohibited, except that asbestos shingles may be used in the gables or roof. Further, the use of perma-stone or similar material is expressly prohibited. When concrete block is used for foundations they must be covered with concrete or plastered. All driveways of said subdivision shall be of hard surface, such as concrete, asphalt, brick, etc.

IV

No basement, tent, shack, garage, barn or other out-building erected on any lot in said Subdivision shall at any time be used as a residence, temporary or permanent, nor shall any trailer, bus body, or like structure be parked upon or erected upon said property or used as a residence, temporary or permanent, nor shall any residence of a temporary character be permitted, with regard to construction or structure involved. House servants employed in the main house on any lot by the occupant of said house, may reside in a garage or out-building upon said lot. No sheds, storehouses or the like will be permitted on any lot except with the written approval of the Architectural Committee.

V

No fences shall be placed on any lot except upon written approval of the Architectural Committee and no fence shall be allowed closer than 40 feet from the front property line.

VI

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.

VII

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

VIII

No gardens covering over 400 square feet in area will be allowed and no corn may be grown on said property without permission of the Architectural Committee.

IX

The street frontage of all lots shall be maintained clean and neat 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 all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

X

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.

XI

No sign of any kind shall be displayed in public view on any lot except one professional sign of not more than 2 square feet advertising the property for sale or rent, or signs used by a builder to

advertise the property during the construction and sales.

XII

A perpetual easement is reserved for utility installation and maintenance as set forth on said recorded plat.

XIII

No building or structure shall be located on any lot nearer than 8 feet to the side lot line, on the carport or garage side of the residence; or nearer than 10 feet to the other side of the residence. No building or structure shall be located nearer the front lot line than 40 feet, in Blocks "B" and "C" or nearer than 35 feet in Block "A", "D" and "E". No building in said subdivision shall be located on any lot nearer than 35 feet to the rear lot line or nearer than 30 feet to any side street line.

XIV

The "Architectural Control Committee" for such Subdivision shall consist of Byron B. Bower, George W. McBurney and Robert S. Howard, all of Florence, Alabama. A majority of the Committee may designate a representative to act for it or cast any vote. Any vote on any question 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. The members of such Committee shall serve until they shall resign, or be removed by death, and the remaining members shall have full authority to designate a successor in such case.

XV

At any time, the then record owners of three-fourths of the lots in said Subdivision shall have the power through a duly sworn instrument to change the membership of the "Architectural Control Committee" or to withdraw from the Committee or restore to it any of its powers and duties. The "Architectural Control Committee" shall be vested with authority and power to pass upon, by approval or disapproval, any

changes in the architectural requirements for any structure as designated in these protective covenants. Any desired deviation or change shall be presented to the "Architectural Committee" in Writing and the approval or disapproval as required in these covenants by such Committee shall be in writing. 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 construction had been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

XVI

Any change or deviation from any of the protective covenants herein state, other than those covenants which deal with the type of structure or quality of the structure allowed may be waived in a single instrument, by an instrument in writing duly executed by the then record owners of 3/4 of the lots in said subdivision, such instrument being acknowledged according to law and duly recorded in the Office of the Judge of Probate of Lauderdale County, Alabama. Any permanent changes in 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 3/4 of the lots in said subdivision, said instrument being duly acknowledged according to law and recorded in the office of the Judge of Probate of Lauderdale County, Alabama.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 40 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument in writing, executed as afore said, changing or abandoning said covenants has been recorded as aforesaid.

XVII

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 persons or other parties or entities violating or attempting to violate any such covenant, and either to prevent him or them or such entity from so doing, or to recover damages for such violations.

XVIII

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

IN WITNESS WHEREOF, The undersigned, parties, hereby adopt, ratify and confirm the foregoing, by hereto setting their hands and affixing their seals this 12th day of September, 1960.

ATTEST:

SEAL

GREENBRIER, INC.

Byron B. Bower
Its Secretary

BY: George W. McBurney
ITS PRESIDENT

M. S. Killen
M. S. Killen

Minnie Louise Killen
Minnie Louise Killen

Acknowledged in Code form for a corporation by George W. McBurney, as President of Greenbrier, Inc., a corporation; before Melanie Young, a Notary Public for Lauderdale County, Alabama. WITH SEAL. September 14, 1960

Acknowledged in General Code Form by M. S. Killen and Minnie Louise Killen before Marjorie J. Young, a Notary Public for Limestone County, Alabama. WITH SEAL. September 26, 1960.

Filed, October 11, 1960

Recorded, Book 698, Pages 618-623.

AMENDED PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned hereby impose upon all of the remaining lots owned by the undersigned in that certain subdivision known and designated as Greenbrier, according to the map and plat thereof recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in New Plat Book 3, on page 141, the following additional and/or amended covenants and restrictions, hereby amending those certain protective covenants adopted on the 12th day of September, 1960, and recorded in the office of the Judge of Probate of Lauderdale County, Alabama, in Volume 698, Page 618:

Paragraph II of said protective covenants is amended to read as follows:

"All dwellings constructed upon said property shall be of a permanent-resident type and must have a ground-floor area, exclusive of basements, outbuildings, car-ports, garages, terraces, porches, and the like, of at least 1300 square feet. All dwellings must have a carport or garage. All dwellings having a ground-floor area of from 1300 square feet to 1400 square feet must have a double carport or garage of at least 20 feet width. All dwelling having over 1400 square feet may have a single carport or garage.

Paragraph III of said protective covenants is amended to read as follows:

"Not less than 90 per cent of all of the exterior of all buildings constructed on said property, other than gables, windows, doors, roof, sills, shutters, and that portion of the dwelling located under a carport or garage, shall be of brick, or stone. The use of asbestos, composition or asphalt exterior siding, is expressly prohibited, except that the asbestos shingles may be used in the gables or roof. Further, the use of perma-stone or similar material is expressly prohibited. When concrete block is used for foundations, they must be covered with concrete or plaster. All driveways of said subdivision

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shall be of hard surface, such as concrete, asphalt or brick."

Paragraph XIII is amended to read as follows:

"No building or structure shall be located on any lot nearer than 8 feet to the side lot line, on the carport or garage side of the residence; or nearer than 10 feet on the other side of the residence. No building or structure shall be located nearer the front lot line than 50 feet, except on Lot 10, Block A, Lot 10, Block B, Lot 12, Block D, Lot 1, Block C, where the set-back line shall be determined by the Architectural Control Committee. No building in said subdivision shall be located on any lot nearer than 35 feet to the rear lot line or nearer than 30 feet to any side street line. Before construction is started on any house upon any corner lot, a plot plan shall be submitted for approval by the Architectural Control Committee showing the location of the house on said lot."

IN WITNESS WHEREOF, the undersigned parties hereby adopt, ratify and confirm the foregoing by setting their hands and seals hereto, this the 6th day of October, 1961.

Attest:
/s/ Byron B. Bower
Its Secretary

GREENBRIER, INC.

By, /s/ George W. McBurney
Its President

/s/ M.S. Killen
M.S. Killen

/s/ Minnie Louise Killen
Minnie Louise Killen

Acknowledged in Code Form for corporation by George W. McBurney, as President of Greenbrier, Inc., a corporation before Melanie Young, a Notary Public for Lauderdale County, Alabama. October 9, 1961.

Acknowledged in General Code Form by M.S. Killen and Minnie Louise Killen before June Sandlin, a Notary Public for Lawrence County, Tennessee. October 6, 1961. (With Seal)

Filed, December 13, 1961 at 9:38 A.M.

Recorded, Book 745, Page 213-215.