

### PROTECTIVE COVENANTS

The undersigned, Madding King and his wife, Harriet Rogers King, owners of all of the property embraced in that subdivision shown on the map and plat prepared by William J. Collier, Civil Engineer, known and designated as GREENBRIER ACRES, located near Florence, in Lauderdale County, Alabama, and recorded in the office of the Judge of Probate of Lauderdale County, Alabama, and recorded in the Plat Book 3, Page 122, hereby impose on all those numbered lots provided in said plat the following covenants and building restrictions:

#### I

No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one half stories in height and a private garage for not more than two cars. No rental unit, either trailer, basement, garage or duplex apartment or any of any kind other than the single-family dwelling provided for in these restrictions will be permitted on any lot in this subdivision.

#### II

No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of proposed workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. The use of asbestos, composition, or asphalt siding, sheets or shingles on any building or structure on any lot is expressly prohibited, except that asbestos roofing shingles may be used on the roof of said building or structure. Further the use of concrete blocks for other than foundation walls is expressly prohibited on all lots. No fence or wall shall be erected, placed or altered on any lot nearer than any street than the minimum building set back line unless similarly approved. Approval shall be as hereinafter provided.

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### III

No dwelling shall be permitted on any lot with a ground floor area of the main structure, exclusive of one-story open porches and garages, of less than 1350 square feet for a one-story dwelling nor less than 900 square feet for a dwelling of more than one story.

### IV

No building shall be located on any lot nearer than 35 feet to the front lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line. No dwelling shall be located on any interior lot near than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

### V

No dwelling shall be erected or placed on any lot having a width of less than 100 feet and at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 15,000 square feet.

### VI

Easements over, under and across each of individual lot for installation and maintenance of utilities and drainage facilities are reserved on the rear ten feet and ten feet on each side of the lot as the same were conveyed by Madding King and his wife, Harriet Rogers King, owners, to the City of Florence, on the recorded plat, together with other easements conveyed on the same said plat. The granting of these easements or rights of access shall not prevent the use of the area by the owner for any permitted purpose except for buildings. A right of pedestrian access by way of a driveway or open lawn area shall also be granted on each lot from the front lot line to the rear lot line to any utility company having an installation in the easement.

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VII

No noxious or offense activity shall be carried on upon any lot nor shall any thing be done thereon which may be or may become any annoyance or nuisance to the neighborhood.

VIII

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuildings shall be used on a y lot at any time as a residence either temporarily or permanently.

IX

No sign of any king shall be displayed to the public veiw on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the contruction and sales period.

XL

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.

XII

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerations or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All sewage and waste water disposal shall be into a septic tank and/or field line system. No outside toilets will be permitted.

XIII

No fence wall hedge or shub planting which obstructs sight lines at elevations between 2 and 6 feet above the raodways shall be placed or permitted to remain on any corner lot within the triangular area fromed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines or in the case of a rounded property

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corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

#### XIV

The Architectural Control Committee shall be composed of Madding King, Florence, Alabama, Harriet Rogers King, Florence, Alabama, and Julian A. Nance, Florence, Alabama, a majority of the committee may designate a representative to act for it. 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 compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

#### XV

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

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

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 twenty five years from the date these covenants are recorded, after which time said

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covenants shall be automatically extended for successive periods of time of ten years unless an instrument signed by a majoirty of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF, Madding King and Harried Rogers King have hereunto set ~~their~~ seals at Florence, Alabama, on this the 29th day of Jan., 1960.

Madding King (SEAL)  
Madding King

Harriet Rogers King (SEAL)  
Harriet Rogers King

Acknowledged in General Code Form by Madding King and wife, Harriet Rogers King, before Catherine Bennett, a Notary Public for Lauderdale County, Alabama. This the 29th day of Janurary, 1960.

Filed, Janurary 29, 1960.

Recorded, Book 696, Page 35-41.

AMENDMENT OF PROTECTIVE COVENANTS  
GREENBRIER ACRES SUBDIVISION

WHEREAS, the undersigned, Madding King and wife, Harriet Rogers King, owners of all of the property embraced in that subdivision shown on the map and plat prepared by William J. Collier, Civil Engineer, known and designated as GREENBRIER ACRES, located near Florence, in Lauderdale County, Alabama, and recorded in the office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book No. 3, at page 122, did, by those certain protective covenants dated January 29, 1960, and recorded in Book 696, pages 35-41, in the Probate Office of Lauderdale County, Alabama, impose on all those numbered lots provided in said plat certain covenants and building restrictions;

WHEREAS, the above said undersigned owners desire to amend said covenants and building restrictions to reduce the minimum permitted ground floor area for a one-story dwelling of 1350 feet as provided in Paragraph III of said recorded protective covenants to a minimum permitted ground floor area of 1,000 square feet; and to reduce the minimum permitted ground floor area for a dwelling of more than one story of 900 square feet as provided for in Paragraph III of those covenants to a minimum permitted ground floor area of 850 square feet.

NOW THEREFORE, the undersigned owners of all of the land embraced in the above said GREENBRIER ACRES subdivision, in the consideration of the premises and of the benefit to accrue to them hereby do annul, and cancel and hold for naught all of Paragraph III of those protective covenants appearing in Book 696, Pages 35-41, in the Probate Office of Lauderdale County, Alabama, and in lieu thereof do hereby impose on all those numbered lots provided in the plat of said GREENBRIER ACRES subdivision the following protective covenant, which shall run with the land as follows, to-wit:

III

No dwelling shall be permitted on any lot with a ground floor area of the main structure, exclusive of one-story open porches and garages, of less than 100 square feet for a one-story dwelling, nor less than 850 square feet for a dwelling of more than one story.

It is expressly agreed that only Paragraph III of said protective covenants is annulled or changed in any manner and with the above set forth substituted paragraph III the entire protective covenants instrument recorded in Book 696, Page 35-41, in the Probate Office of Lauderdale County, Alabama,  
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shall remain in full force and effect, except original Paragraph III of the same, together with the herein substituted paragraph III.

IN WITNESS WHEREOF, Madding King and Harriet Rogers King have hereunto set their hands and affixed their seals at Florence, Alabama, in this the 11 day of July, 1960.

Madding King (SEAL)  
Madding King

Harriet Rogers King (SEAL)  
Harriet Rogers King

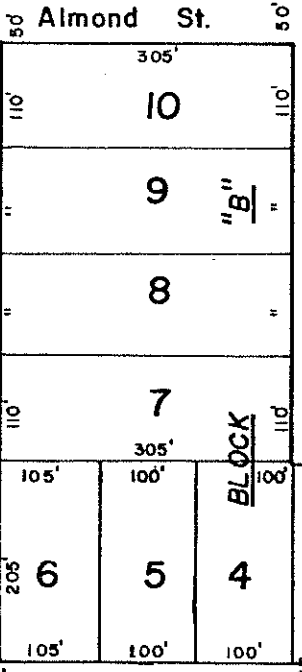
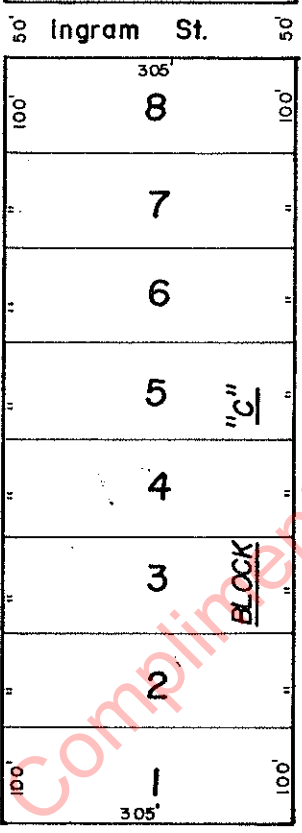
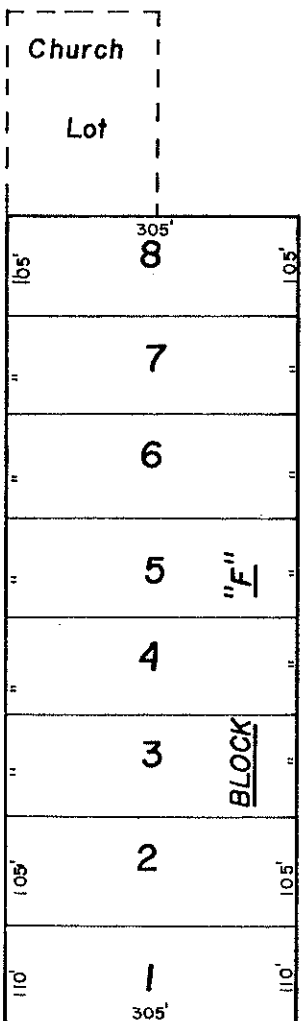
Acknowledged in General Code Form by Madding King and wife, Harriet Rogers King, before Catherine Bennett, a Notary Public for Lauderdale County, this the 11th day of July, 1960.

Filed, July 11, 1960.

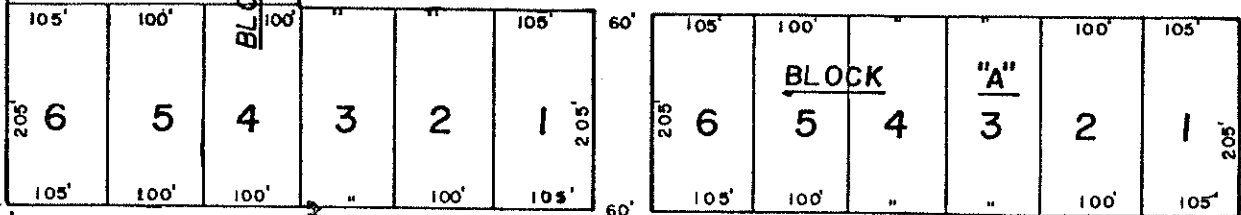
Recorded, Book 698, Page 132-34.

Southwest Corner Sec. 10, Twp 2, Rng. 11 W.

Stoney Point Road



PLAT showing, at reduced scale, GREENBRIER ACRES, according to the plat thereof recorded in the Office of the Probate Judge of Lauderdale County, Alabama, in Plat Book 3, at page 122.



Daplev Road