

STATE OF ALABAMA

LAUDERDALE COUNTY

PROTECTIVE COVENANTS FOR THE CEDARS

The undersigned, The Cedars, Inc., a corporation; John Finley, Jr., Lena Moore Finley Cox and Martha Ann Finley, being the owners and all parties having any right, title or interest in all of the property embraced in the subdivision shown on the map and plat prepared by W.A. White & Associates, Engineers and Surveyors, known and designated as The Cedars, located in Florence, Alabama, and recorded in the office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 4 at Pages 50-51, hereby impose on all of the lots provided in said plat the following covenants and building restrictions:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1991, at which time said covenants shall be automatically extended for successive periods of ten years, unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall 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 for such violation.

Invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

1. All lots in the subdivision are for residential use only, and not more than one residence shall be erected on any lot, except that one

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residence may be built on one lot and a part of another lot. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached, single-family dwelling not to exceed two and one-half stories in height, excluding the basement, and a private garage and other outbuildings incidental to residential use of the lot, except that one residence may be built on one lot and a part of another in order to make the lot for the residence larger. And one residence may be built on parts of lots so long as the minimum front footage at the building setback line is at least 85 feet and the lot has a minimum square footage of 10,000 square feet.

2. No business or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

3. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence, except that servants may reside in a garage or outbuilding.

4. DWELLING QUALITY AND SIZE. No dwelling shall be permitted having a ground floor area, exclusive of porches, terraces, basements, garages and carports, of less than 1,800 square feet.

No residence shall be permitted the use of asbestos shingles, except on the roof and no "perma stone" or the same thing by another name, shall be permitted. Natural cut stone shall be permitted.

No carports or garages facing the street shall be permitted unless they have an 18 foot floor surface width. All driveways in said subdivision shall be of hard surface material, such as concrete, asphalt, brick, etc.

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5. Perpetual easements are reserved for utility installation and maintenance, as shown on said recorded plat.

6. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. In any event, no building shall be located nearer than 10 feet to an interior lot line, No dwelling shall be located on any interior lot nearer than 35 feet to the rear lot line. For the purpose 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. Where the phrase "lot line" is used herein, the same shall be construed to mean the property ownership line if the context so indicates.

7. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 85 feet at the minimum building set-back line, nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet.

8. The Architectural Control Committee is composed of B.F. Aldridge Jr., Florence, Alabama; Henry J. Jones, Florence, Alabama; and Arnold Teks, 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 any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of 85% 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. (See paragraph 15:)

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Page #4, Continued:

9. PROCEDURE: The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

10. No sign of any kind shall be displayed to the public view 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 construction and sales period. The subdivision developers may have three large signs 30 x 15 feet advertising the subdivision.

11. 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, tunnels, mineral excavations or shafts be permitted upon or on any lot. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

12. 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.

13. GARBAGE AND REFUSE DISPOSAL. 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 incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

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14. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed 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 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.

15. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structure on the lot have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as a location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot unless similarly approved. Approval shall be as provided in Paragraph 9 above.

CLOTHES LINES. No clothes lines will be allowed in the front or side yards of subject lots. Only mobile or collapsible clothes lines will be allowed in the rear yards of subject lots.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, on this 8th. day of April, 1966.

ATTEST: Arnold Teks
Its Secretary

Martha Ann Finley (Seal)
Martha Ann Finley

THE CEDARS, INC.,
a corporation
BY: Henry J. Jones
Its Vice President

John Finley, Jr. (Seal)
John Finley, Jr.

Lena Moore Finley Cox (Seal)
Lena Moore Finley Cox

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Acknowledged in Code form by Henry J. Jones, Vice President of The Cedars, Inc., a corporation, before Julia D. Teks, a Notary Public for Lauderdale County, Alabama, this 8th. day of April, 1966

Acknowledged in General Code form by John Finley, Jr., Lena Moore Finley Cox and Martha Ann Finley, before Julia D. Teks, a Notary Public for Lauderdale County, Alabama, this 8th. day of April, 1966.

Filed: April 8, 1966

Recorded, Book 905, Pages 586-591

Compliments of Alabama Land Services, Inc.

STATE OF ALABAMA

LAUDERDALE COUNTY

AMENDMENT TO PROTECTIVE COVENANTS
FOR THE CEDARS

The undersigned, The Cedars, Inc., a corporation; John Finley, Jr., Lena Moore Finley Cox, Martha Ann Finley, William D. Johnson and Jean L. Johnson, being the owners and all parties having any right, title or interest in all of the property embraced in the subdivision designated as The Cedars, located in Florence, Alabama, the plat of which is recorded in the office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 4, at pages 50-51, do hereby amend the protective covenants heretofore executed for said subdivision, the same being recorded in Book 905, at pages 586-591 in said Probate Office, by striking Paragraph 4 thereof and substituting in lieu thereof the following Paragraph 4, to-wit:

4. DWELLING QUALITY AND SIZE. No dwelling shall be permitted having a livable floor area, exclusive of porches, terraces, basement garages and carports of less than 1,800 square feet.

No residence shall be permitted the use of asbestos shingles, except on the roof and no "perma stone" or the same thing by another name, shall be permitted. Natural cut stone shall be permitted.

No carports or garages facing the street shall be permitted unless they have an 18-foot floor surface width. All driveways in said subdivision shall be of hard surface material, such as concrete, asphalt, brick, etc.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, on this 4th day of May, 1966.

ATTEST:
Arnold Teks,
Its Secretary

THE CEDARS, INC., a corporation
By: Henry J. Jones,
Its Vice President

John Finley, Jr.
Lena Moore Finley Cox
Martha Ann Finley
William D. Johnson
Jean L. Johnson

Acknowledged: May 4, 1966 by Henry J. Jones Vice President of The Cedars in general code form before Julia D. Teks, Notary Public for Lauderdale County, Alabama.

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Acknowledged: May 4, 1966 by John Finley Jr. Lena Moore Finley Cox, Martha Ann Finley, William D. Johnson and Jean L. Johnson in joint general code form before Julia D. Teks, Notary Public for Lauderdale County, Alabama. SEAL

Filed: May 7, 1966

Recorded in Book 916 page 100-101

Compliments of Alabama Land Services, Inc.

STATE OF ALABAMA
LAUDERDALE COUNTY

AMENDMENT TO PROTECTIVE COVENANTS
FOR THE CEDARS

The undersigned, JOHN FINLEY, JR., LENA MOORE FINLEY COX, MARTHA ANN FINLEY, THE FIRST NATIONAL BANK OF FLORENCE, FLORENCE, ALABAMA a banking corporation, THE CEDARS, INC., a corporation, WILLIAM D. JOHNSON and wife, JEAN L. JOHNSON, CURTIS BRUMMITT and wife, MAE C. BRUMMITT, MARVIN P. YOUNG, JR., and wife, BARBARA J. YOUNG, BAKER E. HILL and wife, JACQUELINE C. HILL, WILLIAM R. TERRY and wife, CHARLAN F. TERRY, DOCK EDWARD KILLEN and wife, EDNA P. KILLEN, HERBERT GLENN FRENCH and wife, MARTHA TAYLOR FRENCH, ELLIS GRADEN DORRIS and wife, JENNIE ELLEN DORRIS, being the owners and all parties having any right, title or interest in all of the property embraced in the subdivision designated as "The Cedars", located in Florence, Alabama, the plat of which is recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 4 at Pages 50-51, do hereby amend the protective covenants heretofore executed for said subdivision as the same are recorded in Book 905, at Pages 586-591 in said Probate Office, as amended by instrument of record in Book 916 at Pages 100-101, in said Probate Office, as follows:

(1) That said real property situated in the City of Florence, County of Lauderdale, State of Alabama, known and described as follows, to-wit:

Strips of land described as the Westwardly 125 feet of Lots 1, 177, 178, 179, 180, 181, 182, 183, 184, and 185, and a portion of Lot 186, more particularly described as follows: Commencing at the SW corner of said Lot 186; thence W along the N right of way line of Bradshaw Drive a distance of 120 feet to the SW corner of said Lot 186; thence N along the W line of said Lot 186 a distance of 125 feet to the NW corner of said Lot 186; thence E along the N line of said Lot 186 a distance of 125 feet to a point; thence S to the point of beginning; all in THE CEDARS, a subdivision, according to the plat thereof recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 4 at Pages 50-51.

is hereby released and discharged from the operation, restrictions and effect of said protective covenants, as amended, and the same shall not hereafter be applicable to the above described tracts of lands and shall not be enforceable against the owner or owners of said real property

Page #2, Continued:

above described or their heirs, successors or assigns. Said protective covenants, as amended, shall remain in full force and effect as to all property embraced in the plat of "THE CEDARS" excepting that property above particularly described.

Dated this 18th. day of August, 1966.

ATTEST: Arnold Teks
Its Secretary

/s/ John Filley, Jr. (Seal)
John Finley, Jr.

/s/ Lena Moore Finley Cox (Seal)
Lena Moore Finley Cox

ATTEST: William D. Johnson
Its Ass't Cashier

/s/ Martha Ann Finley (Seal)
Martha Ann Finley

THE FIRST NATIONAL BANK OF
FLORENCE, FLORENCE, ALABAMA

BY: W. H. Mitchell
Its President

THE CEDARS, INC.
BY: Henry J. Jones
Its Vice President

/s/ William D. Johnson (Seal)
William D. Johnson

/s/ Jean L. Johnson (Seal)
Jean L. Johnson

/s/ Curtis Brummitt (Seal)
Curtis Brummitt

/s/ Mae C. Brummitt (Seal)
Mae C. Brummitt

/s/ Marvin P. Young, Jr. (Seal)
Marvin P. Young, Jr.

/s/ Barbara J. Young (Seal)
Barbara J. Young

/s/ Baker E. Hill (Seal)
Baker E. Hill

/s/ Jacqueline C. Hill (Seal)
Jacqueline C. Hill

/s/ William R. Terry (Seal)
William R. Terry

/s/ Charlan E. Terry (Seal)
Charlan E. Terry

/s/ Dock Edward Killen (Seal)
Dock Edward Killen

/s/ Edna P. Killen (Seal)
Edna P. Killen

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Page # 3, Continued:

/s/ Herbert Glenn French (Seal)
Herbert Glenn French

/s/ Martha Taylor French (Seal)
Martha Taylor French

/s/ Ellis Graden Dorris (Seal)
Ellis Graden Dorris

/s/ Jennie Ellen Dorris (Seal)
Jennie Ellen Dorris

Acknowledged in Code form by W.H. Mitchell, president of the First National Bank of Florence, a corporation before Donald Patterson, a Notary Public for Lauderdale County, Alabama this 18th. day of August 1966. With seal.

Acknowledged in Code form by Henry J. Jones, Vice President of The Cedars, Inc., a corporation before Julia D. Teks, a Notary Public for Lauderdale County, Alabama on this 23rd. day of August, 1966. With seal.

Acknowledged in General Code form by John Finley, Jr., Lena Moore Finley Cox, Martha Ann Finley, William D. Johnson and wife, Jean L. Johnson, Curtis Brummitt and wife, Mae C. Brummitt, Marvin P. Young, Jr. and wife, Barbara J. Young, Baker E. Hill and wife, Jacqueline C. Hill, William R. Terry and wife Charlan E. Terry, Dock Edward Killen and wife, Edna P. Killen, Herbert Glenn French and wife, Martha Taylor French, and Ellis Graden Dorris and wife, Jennie Ellen Dorris, before Donald Patterson a Notary Public for Lauderdale County, Alabama, on this 19th. day of August, 1966. With seal.

Filed: August 25. 1966

Recorded: Book 926, Page 68-71

THIS INSTRUMENT WAS PREPARED BY
ARNOLD TEKS, FLORENCE, ALABAMA.

STATE OF ALABAMA)

LAUDERDALE COUNTY)

5453

VOL. 1089 PAGE 6

WHEREAS, on April 8, 1966, The Cedars, Inc., a corporation, John Finley, Jr., Lena Moore Finley Cox and Martha Ann Finley, who were all of the owners or persons having an interest in The Cedars, a subdivision in the City of Florence, Lauderdale County, Alabama, the plat of which is recorded in Plat Book 4 at Pages 50-51 in the office of the Judge of Probate of Lauderdale County, Alabama, did adopt and execute protective covenants pertaining to said subdivision, which said protective covenants were filed in the Probate Office aforesaid in Book 905 at Pages 586-591; and

WHEREAS, in Paragraph 8 of said protective covenants an Architectural Control Committee composed of B. F. Aldridge, Jr., Henry J. Jones and Arnold Teks was designated and said Paragraph 8 of said covenants provided that, "In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor"; and

WHEREAS, said original Architectural Control Committee members have resigned and have designated as their successors the following: Ronald E. Warren, Shelby H. Warren and James H. Wilson.

NOW, THEREFORE, in consideration of the premises, it is hereby declared that the members of the Architectural Control Committee pursuant to said protective covenants are Ronald E. Warren, Shelby H. Warren and James H. Wilson.

IN WITNESS WHEREOF, we have hereunto set our hands and
seals, on this 10 day of July, 1975.

B. F. Aldridge, Jr. L.S.
B. F. Aldridge, Jr.

Henry J. Jones L.S.
Henry J. Jones

Arnold Teks L.S.
Arnold Teks

STATE OF ALABAMA]

LAUDERDALE COUNTY]

I, the undersigned Notary Public in and for the State and County
aforesaid, do hereby certify that B. F. Aldridge, Jr., Henry J. Jones
and Arnold Teks, whose names are signed to the foregoing instrument,
and who are known to me, acknowledged before me on this day that,
being informed of the contents of this instrument, they executed the
same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 10 day of

July, 1975.

[Signature]
Notary Public

Filed, July 14, 1975

Recorded, Book 1089, Pages 6-7

STATE OF ALABAMA
LAUDERDALE COUNTY, PROBATE COURT
I hereby certify that the foregoing instrument was
presented to me in this office on July 14, 1975
and was duly recorded in Vol. 1089 Page 6-7
and the fee of \$1.00 was received.

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STATE OF ALABAMA

LAUDERDALE COUNTY

AMENDMENT TO PROTECTIVE COVENANTS
FOR THE CEDARS

The undersigned, JOHN FINLEY, JR., LENA MOORE FINLEY COX, MARTHA ANN FINLEY, THE FIRST NATIONAL BANK OF FLORENCE, FLORENCE, ALABAMA, a banking corporation, THE CEDARS, INC., a corporation, WILLIAM D. JOHNSON and wife, JEAN L. JOHNSON, CURTIS BRUMMITT and wife, MAE C. BRUMMITT, MARVIN P. YOUNG, JR. and wife, BARBARA J. YOUNG, BAKER E. HILL and wife, JACQUELINE C. HILL, WILLIAM R. TERRY and wife, CHARLAN E. TERRY, DOCK EDWARD KILLEN and wife, EDNA P. KILLEN, HERBERT GLENN FRENCH and wife, MARTHA TAYLOR FRENCH, ELLIS GRADEN DORRIS and wife, JENNIE ELLEN DORRIS, being the owners and all parties having any right, title or interest in all of the property embraced in the subdivision designated as "The Cedars", located in Florence, Alabama, the plat of which is recorded in the Office of the Judge of Probate of Lauderdale County Alabama, in Plat Book 4, at Pages 50-51, do hereby amend the protective covenants heretofore executed for said subdivision as the same are recorded in Book 905, at pges 586-591 in said Probate Office, as amended by instrument of record in Book 916, at pages 100-101, in said Probate Office as follows:

(1) That said real property situated in the City of Florence, County of Lauderdale, State of Alabama, known and described as follows, to-wit:

Strips of land described as the Westwardly 125 feet of Lots 1, 177 178, 179, 180, 181, 182, 183, 184, 185 and a portion of Lot 186, more particularly described as follows: Commencing at the Southeast corner of said Lot 186, thence Westwardly along the North right of way line of Bradshaw Drive a distance of 120 feet to the Southwest corner of said Lot 186; thence Northwardly along the West line of said Lot 186, a distance of 125 feet to the Northwest corner of said Lot 186; thence Eastwardly along the Northwardly line of said Lot 186 a distance of 125 feet to a point; thence Southwardly to the point of beginning, all in THE CEDARS, a subdivision, according to the plat thereof recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 4 at pages 50-51.

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is hereby released and discharged from the operation, restrictions and effect of said protective covenants, as amended, and the same shall not hereafter be applicable to the above described tracts of lands and shall not be enforceable against the owner or owners of said real property above described or their heirs, successors or assigns. Said protective covenants, as amended, shall remain in full force and affect as to all property embraced in the plat of "THE CEDARS" excepting that property above particularly described.

Dated this 18th day of August, 1966.

John Finley, Jr. SEAL

Lena Moore Finley Cox SEAL

Martha Ann Finley SEAL

THE FIRST NATIONAL BANK OF FLORENCE,
Florence, Alabama

By: W. H. Mitchell
Its President

ATTEST:

Its _____

THE CEDARS, INC.

BY: Henry J. Jones
Its Vice President

ATTEST:

Arnold Teks
its Secretary

William D. Johnson SEAL

Jean L. Johnson SEAL

Curtis Brummitt SEAL

Mae C. Brummitt SEAL

Marvin P. Young Jr SEAL

Barbara J. Young SEAL

Baker E. Hill SEAL

Jacqueline C. Hill SEAL

William R. Terry SEAL
Charlan E. Terry SEAL
Dock Edward Killen SEAL
Edna P. Killen SEAL
Herbert Glenn French SEAL
Martha Taylor French SEAL
Ellis Graden Dorris SEAL
Jennie Ellen Dorris SEAL

Acknowledged: Aug. 18, 1966 by W. H. Mitchell as President of The First National Bank of Florence in general code form before Donald H. Patterson, Notary Public for Lauderdale County, Alabama.

Acknowledged: Aug. 23, 1966 by Henry J. Jones as Vice President of The Cedars, Inc. in general code form before Julia D. T eks, Notary Public for Lauderdale County, Alabama.

Acknowledged: Aug. 19, 1966 by John Finley Jr. Lena Moore Finley Cox, Martha Ann Finley, William D. Johnson and wife, Jean L. Johnson, Curtis Brummitt and wife, Mae C. Brummitt, Marvin P. Youngs Jr. and wife, Barbara J. Young, Baker E. Hill and wife, Jacqueline C. Hill, William R. Terry and wife, Charlan E. Terry, Dock Edward Killen and wife, Edna P. Killen, Herbert Glenn French and wife, Martha Taylor French and Ellis Graden Dorris and wife, Jennie Ellen Dorris in joint general code form before Donald H. Patterson, Notar Public for Lauderdale County, Alabama.

Filed: Aug. 25, 1966
Recorded in Book 928 page 68-71