

STATE OF ALABAMA

LAUDERDALE COUNTY

Recording Fee 26.00  
TOTAL 26.00

**PROTECTIVE COVENANTS for BAYBROOK ESTATES**

WHEREAS, the undersigned, Milton Hearn and Cheryl J. Hearn, are the owners of the property, in the subdivision shown on the map and plat prepared by James E. Alexander Land Surveying, LLC and known and designated as Baybrook Estates, located in Lauderdale County, Alabama, and shown on Plat Book 7, Page 117. The undersigned owner hereby imposes on all of the lots provided in said plat the following covenants and building restrictions:

1. **LAND USE AND BUILDING TYPE:** No lot or plat thereof shall be occupied, used or maintained except as a one family residential dwelling primarily devoted to and used as a residence except for the model home to be used as a temporary sales office. Not Lot may be altered except to increase the Lot in size.
2. **EXTERIOR MAINTENANCE:** In the event a Lot Owner fails to maintain, restore and repair the roof, gutters, down spouts, exterior building surfaces, and other exterior improvements in a manner satisfactory to Property Owners of Baybrook Estates, Property Owner shall have the right, but not the obligation, through its contractors, agents and employees, to enter upon said parcel and to repair, maintain and restore such roof, gutters, down spouts, exterior building surfaces, and other exterior improvements. The cost of such exterior maintenance shall be added to and become part of the assessment to which the lot is subject. In the alternative, Property Owner may file a suit for specific performance of these items and may collect all costs, including reasonable attorney fees.
3. **CONSTRUCTION DWELLING QUALITY, AND SIZE:** Each residence must have a minimum living area of 1,800 square feet. Porches, attached garages, breeze way and basements shall not be included in computing the above minimum living area. There is a minimum roof pitch of 8/12. Any dwelling must be fully completed within 18 (eighteen) months of the commencement of construction and no unfinished dwelling may be occupied. The visible surface of the foundation of any structure must be covered with the same material as the residence. The exterior of any structure must be at least 80% brick, stone. Outbuildings or a detached garage is permissible for the storage of not more than two (2) cars, are to be constructed from the same material as the main structure.
4. **BUILDING LOCATION:**
  - A. For all structures: The front set back line is 30 feet from set back line; the

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rear set back line is 10 feet from the rear back line; and the side set back line is 8 feet from the side set back line.

- B. For all lots: 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 lots which have been changed to increase the lot size.
5. **EASEMENTS:** Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved on the lots shown on the recorded plat. The granting of this easement or right of access shall not prevent the use of the area by the owner for any permitted purpose except for buildings.
6. **NUISANCE:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may or may become annoyance or nuisance. Commercial trucks over one (1) ton in size, motor homes, campers, boat trailers, recreational vehicle trailers, commercial trailers or livestock hauling trailers are not to be parked on streets or driveways 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 crafts, tractors, or other mechanical devices, except that which can be done and is done on a non-commercial nature. Parking and storage of non-operation 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 a non-operating vehicle. Travel trailers and other recreational vehicles may not be parked in the subdivision except in enclosed garages. Any satellite dishes on any lot must be located at the rear of the residence in an inconspicuous location and cannot be more than 18 inches in diameter nor more than 60" in height including the pole. Colored exterior lighting will not be permitted. Outdoor light fixtures must be compatible with the design and style of the residence.
7. **OUTBUILDINGS:** No outbuilding shall be permitted on any lot except with the written approval of the Architectural Control Committee and must be of similar quality as the residence. All outbuildings will have the same set back restrictions.
8. **ANIMAL CONTROL:** Dogs, cats and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Any outside dogs or cats must be kept in the backyard. No chronic barking dogs will be allowed in this subdivision. The main purpose and intention of this restriction is to maintain quiet and peace of the subdivision and for the safety of children in the subdivision.
9. **GARDEN:** A private herb/vegetable garden may be maintained at the rear of the home.

10. **FENCES:** No fences or walls shall be placed on any lot except upon written approval of the Architectural Control Committee and shall not exceed any closer to the road than rear corner of dwelling.
11. **POOLS:** Inground pools shall be allowed but aboveground pools shall not be permitted.
12. **MAINTENANCE OF LOTS AND LAWN:** Some lawn maintenance for individual lots will be the responsibility of Milton Hearn. However, as to all lots:
  - A. 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, and sodding of all lawns, the pruning and cutting of all trees, and the painting (or other appropriate external care) of all buildings and other improvements on their respective lots, from the date of purchase of lot.
  - B. Each residence must be landscaped within two (2) months of occupancy. No firewood or other such items shall be dumped in any yard, but must be stacked neatly out of sight from the street.
13. **SIGNS:** No sign of any kind shall be displayed in public view on any lot, except one sign of not more than 540 square inches advertising the property for sale or rent. The Subdivision developers may have no more than two large signs at each of the entrances to the subdivision.
14. **DRIVEWAYS:** Each residence must have a concrete driveway which shall be a minimum of fifteen (15) feet in width and every entrance with a garage door shall have a concrete drive including basements with garage doors.
15. **ROADS:** All roads shown on the Plat are hereby dedicated to Lauderdale County and shall be for public use as roads.
16. **SIDEWALKS:** Each resident must have and maintain a concrete sidewalk along the street. Each residence must install sidewalk when home is complete five (5) ft. from the rear of the curb and must install a lamp post to be approved by the Architectural Control Committee which shall be on a timer or photo cell. Each resident is responsible for the maintenance of the lamp and shall ensure the light is operational at all times from dusk to dawn. Light poles shall be six (6) ft. tall and uniform with the subdivision and shall be located at the corner of the driveway and sidewalk.
17. **MAILBOXES:** All mailboxes must be approved by the Architectural Control Committee.

18. **CURBS AND GUTTERS:** Milton Hearn & Cheryl J. Hearn shall provide curbs and gutters. Lot Owner will be responsible for maintaining said curbs and gutters.
19. **ARCHITECTURAL CONTROL COMMITTEE:** The Architectural Control Committee will be composed of two (2) members, and the initial members are Milton Hearn & Cheryl J. Hearn or their designated agent. In the event of death or resignation of any member of the committee, his/her replacement will be elected by the Property Owners. No member of the Architectural Control Committee will be entitled to any compensation for services performed pursuant to this Declaration.
20. **APPROVAL OF ARCHITECTURAL CONTROL COMMITTEE:** No home, outbuilding, fence, wall, or other structure or exterior surface or roof of any building or structure shall be commenced, repaired, replaced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and color of the same shall have been submitted to and approved in writing by the Architectural Control Committee. Without limiting the foregoing, such plans and specifications must include a detailed statement of the colors of any paints or materials to be used in exterior surfaces and roofs. In the event a majority of the committee fails to approve or disapprove such plans within thirty (30) days of submission to the committee, as evidenced by written acknowledgment of receipt thereof, approval will not be required and this Article will be deemed to have been fully complied with. Such plans may be disapproved because of the following:
- A. Failure of plans or specifications to comply with any covenant or restriction contained herein.
  - B. Failure to include information in such plans as may have been reasonably requested by the committee.
  - C. Objection to the exterior design, appearance or materials of any proposed building, repair or replacement.
  - D. Incompatibility of any proposed building with existing buildings on other Lots.
  - E. Objections to the location of any proposed structure upon any Lot or with reference to other Lots.
  - F. Objection to the color scheme, finish, proportions, style, architecture, height, bulk or appropriateness of any proposed structure.

Notwithstanding any other provision of these covenant or the recorded plat, the Architectural Control Committee may waive any provision of these covenants.

21. **POWERS OF THE ARCHITECTURAL CONTROL COMMITTEE:**

- A. At any time, the then-record owners of three-fourths 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 change the membership of the Architectural Control Committee.

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 herein, 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.

22. **TERMS OR RESTRICTIONS AND AMENDMENTS:** The protective covenants and restrictions of this Declaration shall run with and bind the land and shall be binding on all persons claiming under them for a period of twenty (20) years from the date this Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded in the Office of the Judge of Probate of Lauderdale County, Alabama.
23. **VIOLATIONS:** 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 or the parties filing the legal action.
24. **SEVERABILITY:** 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.
25. **MISCELLANEOUS:** If there is a conflict between these Protective Coveants and the subdivision plat, the plat will override these covenants.

IN WITNESS WHEREOF, the undersigned hereby adopt, ratify and confirm the foregoing by hereto setting his hand and affixing his seal this the 25<sup>th</sup> day of JANUARY, 2007.

Milton Hearn  
Milton Hearn

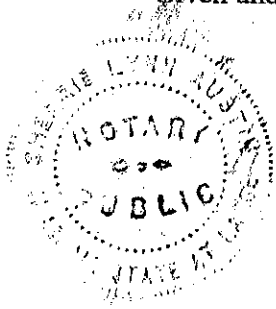
Cheryl J. Hearn  
Cheryl J. Hearn

STATE OF ALABAMA

LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for the State and County aforesaid, hereby certify that Milton Hearn and Cheryl J. Hearn, 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 25<sup>th</sup> day of January, 2007.



Sherrie Lynn Austin  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

MY COMMISSION EXPIRES MAY 30, 2007

Prepared by:  
Randy K. Thigpen  
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Florence, AL 35630  
(256) 764-9997

Compliments of Alabama Notary Services, Inc.