

STATE OF ALABAMA
LAUDERDALE COUNTY

006719

PROTECTIVE COVENANTS
FOR
BROOKS LANDING SUBDIVISION

FICHE 97-66 FRAME 52

The undersigned, REAL ESTATE MASTERS, INC., an Alabama corporation, and PHILLIPS BUILDERS, INC., an Alabama corporation, being all of the owners and person having an interest in and the property embraced in the subdivision shown on the map and plat prepared by Sid Alexander, Registered Survey, known and designated as BROOKS LANDING, located in the East 1/2 of the Northeast 1/4 of Section 24, Township 2 South, Range 10 West, Lauderdale County, Alabama, and recorded in the Office of Judge of Probate of Lauderdale County, Alabama, in Plat Book 6, page(s) 244, hereby impose on all the lots provided in said plat the following covenants and building restrictions:

I

(a) All lots shall be used for single-family residential purposes. No structure other than single-family dwellings not exceeding two and one-half stories in height and appurtenant garages and other outbuildings shall be erected or shall be permitted to remain on any lot or combination of lots.

(b) No structure of any kind (including outbuildings or storage buildings) shall be built on said property until the plans and plot plan for same have been approved by the "Architectural Control Committee", which approval shall not be unreasonably withheld.

II

All dwellings constructed upon said property shall be of a permanent residential type. Manufactured or prefabricated buildings may be constructed with the specific approval of the Architectural Control Committee, but the decision of said Committee shall be final and binding on this issue. All dwellings must have a finished living area, exclusive of basements, outbuildings, carports, garages, terraces, porches and the like, of at least 1450

2350

square feet if a one story house, 1700 square feet if a one and one-half story house, and 2,000 if a two story house. All dwellings must have a two-car garage with a door suitable for blocking the view into the garage from the street.

III

(a) Exterior siding shall be brick, stone, wood, synthetic Stucco, Vinyl, metal, or any other substance approved by the Architectural Committee. When concrete block is used for foundations, it must be covered with concrete or plaster. All driveways of said subdivision shall be concrete or brick, unless approved by the Architectual Control Committee.

(b) No building structure shall be located on any lot nearer than eight (8) feet to either side lot line (ten (10) feet if there is a utility easement on the side boundary line); however, for corner lots bounded on the front and side by a street, the front and side set back line shall be forty (40) feet. The front building setback line shall be no nearer than forty (40) feet to the front property line. No building in said subdivision shall be located on any lot nearer the rear lot line than twenty-five (25) feet.

(c) Before the commencement of the construction of any building upon any lot, the plans, specifications and a plot plan therefore shall be submitted for approval by the Architectural Control Committee, showing the location of the building on said lot. For the purpose of this covenant, eaves and steps shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of a building 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.

IV

No basement, tent, shack, garage, barn, outbuilding, or other non-permanent structure erected upon any lot in said subdivision shall at any time be used as a residence, temporary or permanent, nor shall any truck, trailer, bus body, mobile home, camper or like structure be parked upon or in the street abutting, or erected upon

FICHE 7-66 FRAME 54

said property, or used as a residence, temporary or permanent, not shall any residence of a temporary character be permitted with regard to construction or structure involved. No sheds, storehouses or the like will be permitted on any lot, except with the written approval of the Architectural Control Committee.

V

No fences shall be placed on any lot except upon written approval of the Architectural Control Committee, and no fence shall in any event be allowed within sixty-five (65) feet of the front property line. Only wooden or brick fences shall be approved by the Architectural Control Committee. No chain link fence installed upon a lot shall be exposed to view from outside the lot.

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 they are not kept, bred or maintained for any commercial purpose. No lot may be used for agricultural purposes, except that a private vegetable garden may be maintained on the rear one-third of each lot. No exterior clothes line shall be placed upon a lot unless a fence blocks the view of said clothes line from outside the lot.

VII

No business or trade of any kind 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 thereon which may become an annoyance, danger or a nuisance to the neighborhood.

VIII

The street frontage of all lots shall be maintained clean, neat and free of undergrowth 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. Additionally, no automobile, boat, recreational

vehicle, trailer or other portable machine or device shall be parked on the street and off the owners lot for more than 8 hours in any 24 hours within a one-week period. The intention being that the streets be kept unobstructed for safety and aesthetic purposes. The Architectural Control Committee shall have and retain authority to enforce this covenant.

IX

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon on 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, natural gas, or minerals shall be erected, maintained or permitted upon any lot.

X

No sign or any kind shall be displayed in public view on any lot, except one professional sign of not more than two (2) square feet, one sign of not more than five (5) 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.

XI

Perpetual easement are reserved for utility installation and maintenance as set forth on said recorded plat.

XII

The Architectural Control Committee for this subdivision shall consist of three persons, one person designated by Real Estate Masters, Inc., one person designated by Phillips Builders, Inc., and one person mutually appointed by both corporations. In the event that one of these corporations is dissolved, the remaining corporations shall appoint the members of the Architectural Control Committee. A quorum shall be all three of the Committee members and a majority vote of the members shall control. 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 is present at such meeting. By unanimous agreement of Real Estate Masters, Inc. and Phillips Builders, Inc., control of the Architectural Control Committee may be relinquished to a

Homeowner's Association, or other association, which shall be done in writing.

XIII

(a) These restrictive covenants shall be irrevocably binding upon all lots of the subdivision for a term of ten (10) years. Thereafter, the then record owners of two-thirds of the lots in said subdivision shall have the power, through a duly acknowledged instrument, to amend or abolish these covenants, or to withdraw from the Committee or restore to it any of its powers or duties.

(b) The Architectural Control Committee shall be vested with authority and power to pass upon, by approval or disapproval, any changes in these protective covenants. Any desired deviation or change shall be presented to the Architectural Control 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 fails to act upon a request within thirty (30) days after plans, specifications, and requests are submitted, or 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 covenants shall be deemed to have been fully complied with by the requester.

XIV

Whenever, in the unanimous opinion of the members of the Architectural Control Committee, no substantial damage will be done to anyone owning any parcel of land in the subdivision, it shall have full authority, anything in these protective covenants to the contrary notwithstanding, to waive or allow any violation of Paragraphs II and III of these protective covenants, whether such violation be present or prospective. Such waiver, to be effective, must be reduced to writing over the signature of each member of the Committee and acknowledge by each member of the Committee before a Notary Public.

XV

(a) 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 ten (10) years from the date these covenants are

recorded, after which time said covenants shall be automatically extended for successive periods of one (1) year, unless at any time hereafter an instrument, in writing, executed as aforesaid changing or abandoning said covenants, shall have been recorded as aforesaid.

(b) If the parties hereto or any owner of a lot or lots in this subdivision, or their heirs, assigns or successors, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or firm owning any real property covered by these covenants to prosecute any proceeding at law or in equity against the person or person or other parties or entities violating or attempting to violate any such covenant, and either to prevent such violations or to recover damages for the same.

(c) Invalidation of any one of these covenants by judgment of Court shall in no way affect any of the other provisions which shall remain in full force and effect.

WITNESS the hands and seals of the undersigned on this 13 day of FEBRUARY, 1997.

REAL ESTATE MASTERS, INC.

By: [Signature]
Its: President

Attest:

[Signature]

PHILLIPS BUILDERS, INC.

By: Vernon Phillips, Jr.
Its: President

Attest:

Vernon Phillips

Compliments of Alabama Land Services, Inc.

STATE OF ALABAMA
LAUDERDALE COUNTY

FICHE 9-46 FRAME 58

Before me, the undersigned authority, appeared Vernon Phillips, who name as President of Phillips Builders, Inc., a corporation, and who is known to me, acknowledged before me on this day, that being informed of the contents of said document, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as President, as aforesaid.

Rebecca Sheehill
Notary Public

My commission expires: 6/6/98

STATE OF ALABAMA
LAUDERDALE COUNTY

Before me, the undersigned authority, appeared Vernon Phillips, who name as President of Phillips Builders, Inc., a corporation, and who is known to me, acknowledged before me on this day, that being informed of the contents of said document, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as President, as aforesaid.

Rebecca Sheehill
Notary Public

My commission expires: 6/6/98

Compliments of Alabama Services, Inc.

STATE OF ALABAMA
LAUDERDALE COUNTY
FEB 13 4 03 PM '97

THE STATE OF ALABAMA
LAUDERDALE COUNTY

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98:201 FRAME 23
FICHE 201 FRAME 23

ADOPTION OF PROTECTIVE COVENANTS
BROOKS LANDING II

Phillips Builders, Inc., and David Moore Builders, Inc. are the owners of all that land known and designated as Brooks Landing II on the plat thereof recorded in the Office of the Judge of Probate of Lauderdale County, Alabama in Plat Book 6, Pages 273&274; and Phillips Builders, Inc. and David Moore Builders, Inc. as the owners of said land desire to impose certain protective covenants on the land now dedicated as Brooks Landing Phase II.

IN CONSIDERATION OF THE PREMISES, Phillips Builders, Inc., and David Moore Builders, Inc. as owners of all property embraced in that subdivision shown on the map and plat known and designated as Brooks Landing Phase II, located in Lauderdale County, Alabama, and recorded in the Office of the Judge of Probate of said County in Plat Book 6, Pages 273&274, do hereby impose on all lots provided in said plat of Brooks Landing Phase II the Protective Covenant which now apply to Brooks Landing, as same are expressly set out and appear in the office of the Judge of Probate of said County on Fiche 97-66, Frames 52 - 58 and in this manner Phillips Builders, Inc., and David Moore Builders, Inc. impose the same Protective Covenants on all of the lots in both subdivisions.

GIVEN under our hands this 13th day of April, 1998.

Vernon Phillips, Jr.
PHILLIPS BUILDERS, INC.
IT'S PRESIDENT

D. B. Moore
DAVID MOORE BUILDERS, INC.
IT'S PRESIDENT

STATE OF ALABAMA
LAUDERDALE COUNTY

FIGHE 98-221 FRAME 24

Before me, the undersigned authority, appeared Vernon Phillips, Jr. who name as president of RPhillips Builders, Inc. a corporation, and who is known to me, acknowledged before me on this day, that being informed of the contents of said document, he as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation acting in its capacity as President, as afore said.

Shelba Sheron Hughes

NOTARY PUBLIC STATE OF ALABAMA AT
MY COMMISSION EXPIRES: Jan. 17, 2001.
BONDED THRU NOTARY PUBLIC UNDER

My Commission Expires: 2001

STATE OF ALABAMA
LAUDERDALE COUNTY

Before me, the undersigned authority, appeared David Moore, who name as President of David Moore Builders, Inc., a Corporation, and who is known to me, acknowledged before Me on this day, that being informed of the contents of said document he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in it's capacity as President, as afore said.

Shelba Sheron Hughes

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: Jan. 17, 2001.
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My Commission Expires: _____

Compliments of Alabama Land Services, Inc.

STATE OF ALABAMA
LAUDERDALE COUNTY

I hereby certify that the within instrument was filed in my office for record April 14 1998 at 2:22 o'clock P. M. and duly recorded in Fiche 98-221 Frame 22-23. I hereby certify that the Mortgage Tax to amount of \$ _____ and the Deed Tax to the amount of \$ _____ have been paid on this instrument.

Dwight D. Mitchell

JUDGE OF PROBATE