

BERKELEY HILLS ESTATES  
Being a portion of the South 1/2 of the  
Southeast 1/4 of Section 13, T-1-S, R-10-W  
LAUDERDALE COUNTY, ALABAMA

STATE OF ALABAMA  
LAUDERDALE COUNTY

PROTECTIVE COVENANTS FOR BERKELEY HILLS ESTATES

The undersigned James E. Richardson and wife Ethel C., the owners of all the property in that tract known as BERKELEY HILLS ESTATES, do hereby impose on all lots contained therein the following covenants and building restrictions.

These covenants shall run with the land, and shall be binding on all parties and all persons claiming under them until January 1, 1986. Thereafter said covenants shall be automatically extended for successive periods of ten years each, unless, by a vote of the majority of the then owners of the lots contained in said subdivision, it is agreed to change said covenants in whole or in part.

If anyone owning property in said subdivision shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in said Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any covenant, for the purpose of preventing any violation hereof, or to recover damages for such violation.

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

1. All lots in the subdivision are for single family residential use only, and no more than one residence may be placed on any one lot.

2. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood. No hogs, chickens or other domestic animals may be raised or kept on any lot. No pit toilets shall be allowed, and all sanitary facilities shall be of a type approved by the local health department.

3. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on any lot shall be used, at any time, for a residence, temporarily, or permanently, nor shall any structure of a temporary character be used as a residence.

4. Perpetual easements are reserved for utility installation and maintenance as shown on the recorded plat.

5. BUILDING LOCATION. No building shall be located nearer than eight feet to an interior lot line, except that a minimum five foot side yard shall be required for a garage or any accessory building, so long as said garage or accessory building is located on the rear half of a lot. For the purpose of this covenant, eaves, steps and open porches should not be considered as part of the building; provided, however, that this shall not be construed to permit any portion of the building on the lot to encroach upon another lot. The foregoing provisions shall not be construed to prohibit one or more lots from being used as one building site. No building shall be located closer than 30 feet from the front lot line and closer than 25 feet from any side street line. No building shall be located on any lot or tract containing less than 20,000 square feet.

6. No building shall be permitted on any lot at a cost of less than \$12,500.00, based upon cost levels prevailing on the date of these covenants, it being the intention and purpose of this covenant to assure that all buildings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date of these covenants, at the minimum cost stated herein for the minimum permitted dwelling site. The ground floor area of the main structure, exclusive of one story porches and garages, shall be not less than one thousand two hundred fifty (1,250) square feet for a one story dwelling nor less than one thousand (1,000) square feet for a dwelling of more than one story.

7. No house shall be constructed on any lot in said subdivision, nor shall any outbuilding be so constructed, the exterior covering of which is concrete or cinder block, asbestos siding, stucco, tar paper, or any substance not in keeping with a first-class residential area.

STATE OF ALABAMA  
LAUDERDALE COUNTY

We, the undersigned, James E. Richardson and wife, Ethel C., owners of the property shown hereon and designated as BERKELEY HILLS ESTATES accept and expressly adopt said plat as an official record of same, and in consideration of the respective benefits to accrue to me, my successors, heirs and assigns, do hereby grant and convey to the City of Florence, Alabama, its successors and assigns, an easement or right-of-way, over, under, across and above the streets and public roads and alleys shown hereon for electric, telephone, water, gas and sewer services and also for such purposes rights-of-ways ten feet wide on either side of each side and rear lot line and other rights-of-ways as shown, conveying the privileges necessary for the installation and maintenance of such utilities over the respective rights-of-way, including the right to cut and clear trees or parts thereof or other objects that may injure or endanger overhead lines.

Given my hand at Florence, Alabama, this the 11th day of March, 1966.

James E. Richardson  
Ethel C. Richardson,  
Owners

STATE OF ALABAMA  
LAUDERDALE COUNTY

I, the undersigned, W.M. Paxton, Jr., a registered engineer and land surveyor, hereby certify that I have surveyed that certain tract of land situated in Lauderdale County, Alabama, known and described as follows, to-wit: A tract of land lying along the North side of Cowpen Road in the South 1/2 of the Southeast 1/4 of Section 13, T-1-S, R-10-W, Lauderdale County, Alabama, more clearly described as follows:

Commencing at the Northeast corner of the South 1/2 of the Southeast 1/4 of said Section 13, T-1-S, R-10-W, thence South 87° 49' West along the North line of the South 1/2 of the Southeast 1/4 of said Section 13 a distance of 180.00 feet to a 14" hickory tree on the Northeast corner of the tract hereindescribed; thence South 12° 58' East along an old fence a distance of 162.36 feet to a point on the North boundary of the Cowpen Road, said road having an 80 foot wide right of way; thence along the North boundary of said Cowpen Road as follows: South 64° 38' West a distance of 168.11 feet to a point; thence South 72° 01' West a distance of 134.00 feet to a point; thence South 76° 14' West a distance of 101.47 feet to a point; thence South 78° 37' West a distance of 100.83 feet to a point; thence South 86° 42' West a distance of 119.95 feet to a point; thence North 89° 27' West a distance of 100.25 feet to a point; thence North 85° 52' West a distance of 100.94 feet to a point; thence North 84° 48' West a distance of 101.22 feet to a point; thence North 84° 10' West a distance of 101.40 feet to a point; thence North 84° 42' West a distance of 101.25 feet to a point; thence North 86° 28' West a distance of 100.79 feet to a point; thence North 89° 44' West a distance of 100.22 feet to a point; thence South 87° 35' West a distance of 99.99 feet to a point; thence South 85° 46' West a distance of 99.96 feet to a point; thence South 83° 00' West a distance of 100.11 feet to a point; thence South 80° 55' West a distance of 100.38 feet to a point; thence South 78° 47' West a distance of 100.79 feet to a point; thence South 78° 03' West a distance of 100.96 feet to a point; thence South 77° 22' West a distance of 161.83 feet to a point on an old fence line; thence leaving said North boundary of said Cowpen Road and along the old fence line North 3° 51' West a distance of 317.72 feet to a 24" poplar tree; said tree being the Northwest corner of the tract herein described; thence North 87° 49' East along the North line of the South 1/2 of the Southeast 1/4 of said Section 13 a distance of 2040.73 feet to the point of beginning of the tract herein described, said point being the heretofore mentioned 14" hickory tree.

That on behalf of James E. Richardson and wife Ethel C., I have subdivided the above described lands into town lots, showing the streets, alleys and public grounds therein, giving the bearings, length, width, and name of each street, as well as the number of each lot and block, and I further certify that the attached map and plat is a true and correct map and plat of said subdivision of the above described property.

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Given my hand and seal, this the 11th day of March, 1966.

W.M.Paxton, Jr.

W.M.Paxton, Jr. Ala. Cert. No. 1627

STATE OF ALABAMA  
LAUDERDALE COUNTY

I, Janice A.Fisher, a Notary Public for said County and said State, do hereby certify that James E.Richardson and wife Ethel C., whose names are signed to the foregoing instrument, are known to me, acknowledged before me on this day, that being informed of the contents of this instrument, they, the owners of the property, execute the same voluntarily.

Given under my hand and official seal, this the 11th day of March, 1966.

Janice A.Fisher

Notary Public

STATE OF ALABAMA  
LAUDERDALE COUNTY

Approved for recording by the Lauderdale County Health Department, this the 11th day of March, 1966.

W.E.Paulk

Sanitation Officer

STATE OF ALABAMA  
LAUDERDALE COUNTY

I, the undersigned, Estes R.Flint, as Judge of Probate of Lauderdale County, Alabama, do hereby certify the map shown hereon of Berkeley Hills Estates, was filed in my office for recording and was duly recorded in Plat Book 4, on page 54, this the 11 day of March, 1966.

Estes R.Flynt,  
Judge of Probate