

PROTECTIVE COVENANTS

The undersigned owners of all the property embraced in that subdivision shown on the map and plat prepared by Frank Crow C.E. known and designated as Riverbend Addition, and certified as of July 28, 1947, and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book No. 2 on Page 112, hereby amend the protective covenants and building restrictions heretofore imposed on said properties in the respects and to the extent specified herein. And the undersigned, Henry Pittman (otherwise known as H.P. Pittman) and wife, Loretta Pittman, adopt said restrictions and said restrictions as amended and impose the same on the properties owned by said H.P. Pittman (adjoining the said Riverbend Addition) which are described as follows:

Lots 1 to 21, inclusive, in Block 4;
Lots 1 to 16, inclusive, and Lots 35 to 49, both inclusive, in Block 6;
Lots 1 to 21, both inclusive, in Block 7;
Lots 1 to 19, inclusive, in Block 5 in Beverly Hills and Beverly Hills Addition according to the map and plat thereof recorded in Lauderdale County, Alabama in New Plat Book No. 2 on page 34.
All of said Lots lying and being in the City of Florence, Lauderdale County, Alabama, in Section 16, Township 3, Range 11, West, lying between Riverbend Addition and Cypress Creek.

(A) The protective covenants and restrictions adopted for said Riverbend Addition on September 27, 1947, as recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Volume 357, page 47-49, are hereby amended by adding to Paragraph V relating to utility easements the following provisions:

The lines drawn on the plat of said Riverbend Addition as recorded in New Plat Book No. 2 on page 112 representing the utility easements shall, in no event, irrespective of scale, be less than 12 feet in width. It is intended hereby to provide utility easements as designated on said plat with minimum widths of 12 feet.

Page #2, continued.

The words "utility installation and maintenance" shall include electric equipment, telephone and water service equipment and all other utilities of like character together with the right of ingress and egress, to, from and over said lots and all rights and privileges necessary or convenient for the full use of said property for installation, maintenance and preservice of said utility equipment including the right of employees of said utility company to operate their trucks or other vehicles along and over said strip of land and the right to cut and clear all trees or parts thereof that may injure, damage or endanger said lines.

(B) No dwelling costing less than \$10,000.00 shall be permitted on Lots 5,6, 7 in Block 10 in the said Riverbend Addition, nor on Lots 1 through 21, inclusive, in the said Beverly Hills Subdivision. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1500 square feet in the case of a one-story structure, nor less than 1200 square feet in the case of a one and one half, two, or two and on half story structure on said lots.

(C) No dwelling costing less than \$7000.00 shall be permitted on any lots owned by the said H.P. Pittmen in the Beverly Hills Subdivision, including all of the lots described above; The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1000 square feet in the case of a one story structure, nor less than 750 square feet in the case of the one and one half, two, or two and one half story structure on any of said lots.

This, the 28th day of March, 1949.

(NEXT PAGE)

Page #3, continued.

Catherine D. Poellnitz

C.A. Poellnitz

Henry Pittman

Loretta Pittman

Thomas N. Smith

Edna Earl Smith

J. Thomas Reeder

Nell Reeder

Milburn Zeff

Bertha K. Zeff.

Fannon F. Beauchamp

Genevieve Fitchie Beauchamp

Irene Patton Parker

Richard Parker

Acknowledged in General Code Form by all husbands and wives,
Separate Code Form by all wives before Imogene Ward, Notary
Public for Lauderdale County, Alabama.

Filed, May 25, 1949.

Recorded, Book 400, Page 278-81.

STATE OF ALABAMA) 10273
COUNTY OF LAUDERDALE)

PROTECTIVE COVENANTS

The undersigned, being all the owners of and all parties having any right, title or interest in those certain three tracts of land lying in Beverly Hills, a subdivision in Florence, Alabama, according to the map and plat thereof recorded in the office of the Judge of Probate of Lauderdale County, Alabama, in New Plat Book 2, on Page 35, do hereby impose upon said tracts as are more particularly described in Exhibit "A" hereunto attached, the following covenants and restrictions:

I

All three tracts shall be used only for one single-family residential purposes. No structure other than a single-family dwelling not exceeding two and one-half stories in height, and appurtenant garages and other outbuildings, shall be erected or be permitted to remain on any tract.

No tract shall be re-subdivided without the consent, in writing, executed with the formality of a deed, of all owners of said three tracts.

II

All dwellings constructed upon said tracts shall be of a permanent residential type. Manufactured or prefabricated buildings are not allowed. All dwellings must have a finished living area, exclusive of basements, outbuildings, carports, garages, terraces, porches and the like, of at least 2200 square feet. All dwellings must have a two car carport or garage.

COLEBECK
YATES,
MITCHELL
&
BERNAUER
FIRST FEDERAL
BUILDING
SUITE 600
FLORENCE
ALABAMA

III

(a) The use of asbestos, composition or asphalt exterior siding is expressly prohibited. Further, the use of "perma-stone" or similar material is expressly prohibited. When concrete block is used for foundations, it must be covered with concrete or plaster. All driveways serving said tracts shall be of hard surface, such as concrete, asphalt or brick.

(b) No building structure shall be located on any tract nearer than 20 feet to either side tract line. The main building setback line from Riverbend Place shall be 40 feet. No building shall be located on any tract nearer to the rear tract line than 25 feet.

For the purposes of these covenants, eaves, steps and open porches shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of a building on a tract to encroach upon another tract. Where the phrase "tract 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 or other outbuilding erected on any tract shall at any time be used as a residence, temporary or permanent. No truck, trailer, bus body, mobile home, camper, recreational vehicle or like vehicle may be parked upon or in the street abutting said tract, unless the same shall be parked in an enclosed garage or carport. No incompleated structure shall be used or occupied as a home.

V

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any tract, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No tract may be used for agricultural purposes, except that a private vegetable garden may be maintained on the rear one-third of each tract.

VI

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 tract, or on said property, nor shall anything be done thereon which may be or become any annoyance, danger or a nuisance to the neighborhood.

VII

The street frontage of all tracts shall be maintained clean, neat and free of undergrowth at all times, and no noxious or offensive conditions shall be continued thereon. No tract 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.

VIII

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any tract, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted

upon or in any tract. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any tract.

IX

No sign of any kind shall be displayed in public view on any tract except one professional sign of not more than two square feet, 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.

X

At any time the then record owners of all of the tracts in said subdivision shall have the power, through a duly acknowledged instrument, to amend or abolish these covenants.

XI

(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 40 years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of ten years, unless at any time hereafter an instrument, in writing, executed as aforesaid, changing or abandoning said Covenants, shall have been recorded as aforesaid.

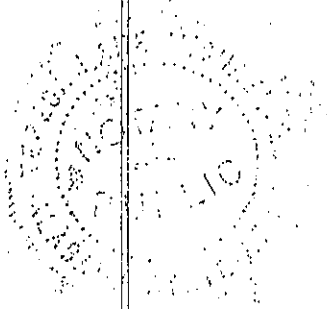
(b) If the parties hereto, or any of them, or their heirs, assigns or successors, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or firm owning any real property covered by these

THE STATE OF ALABAMA)
)
COUNTY OF LAUDERDALE)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Tyler Colhoun, whose name as Vice President of The First National Bank of Florence is signed to the foregoing Protective Covenants, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15th day of October, 1990.

Teressa L. Michael
Notary Public



Tract 1

State of Alabama
County of Lauderdale

DESCRIPTION

A tract of land being part of Beverly Hills as same appears of record in the office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 2 at Page 35, and being all of Lots 23 through 36, both inclusive, in Block 2; and all of Lots 19 through 32, both inclusive, in Block 3; all of Sunset Avenue, Vacated from the South line of Brady Street to the South Line of Lot 19, Block 3, extended West and all of the East 1/2 of Hollywood Boulevard, Vacated from the South line of Brady Street to the South line of Lot 23, Block 2, extended West.

Tract 2

State of Alabama
County of Lauderdale

DESCRIPTION

A tract of land being part of Beverly Hills as same appears of record in the office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 2 at Page 35, and being all of Lots 21, 22 and 37 through 43, both inclusive, in Block 2; all of Lots 12 through 18, both inclusive, and Lots 33 through 39, both inclusive, in Block 3; all of Sunset Avenue, Vacated from the North line of Lot 18, Block 3, extended West, to the South line of Lot 12, Block 3, extended West and all of the East 1/2 of Hollywood Boulevard, Vacated, abutting Lots 21 and 22 in Block 2.

Tract 3

State of Alabama
County of Lauderdale

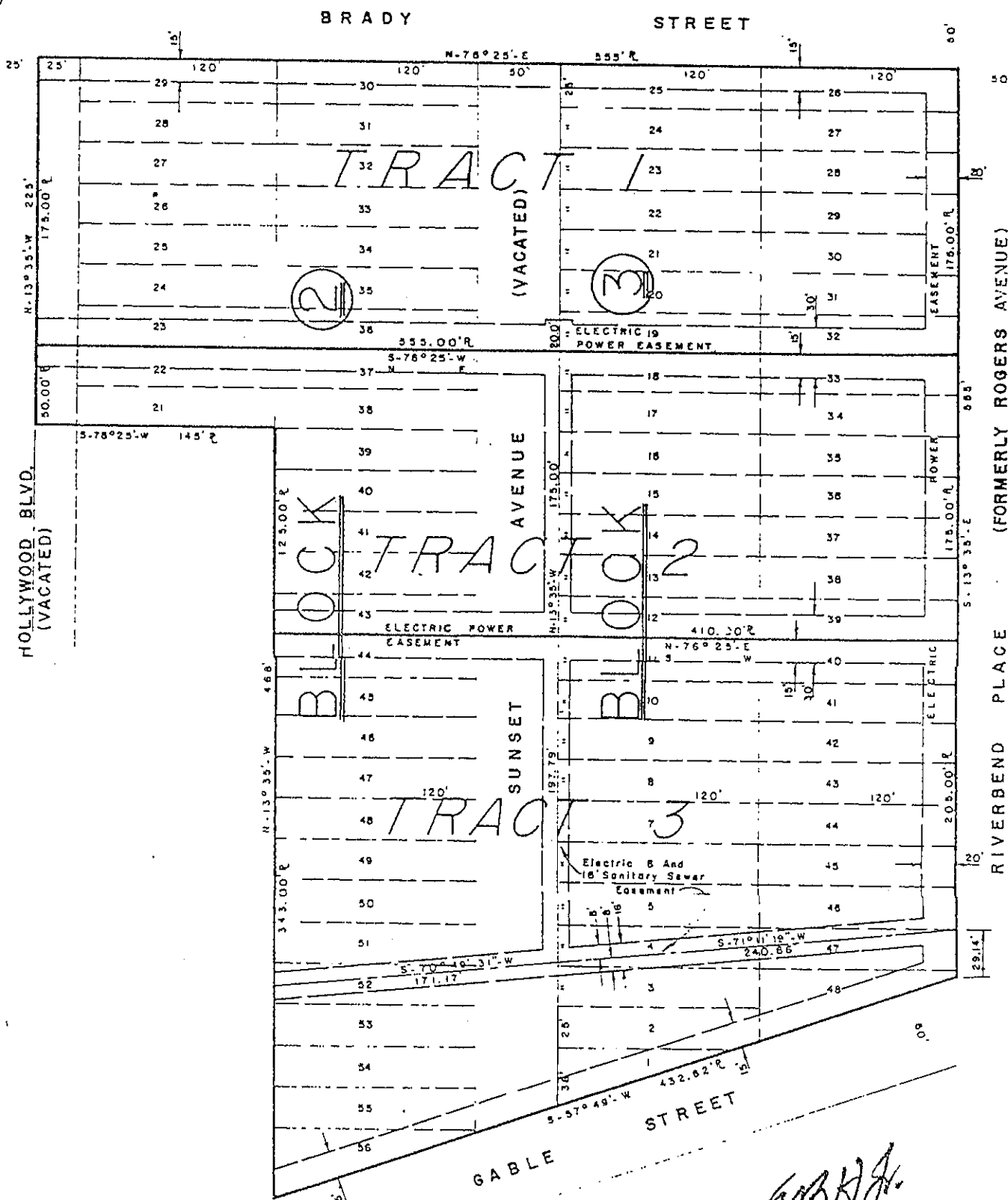
DESCRIPTION

A tract of land being part of Beverly Hills as same appears of record in the office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 2 at Page 35, and being all of Lots 44 through 56, both inclusive, in Block 2; all of Lots 1 through 11, both inclusive, and all of Lots 40 through 48, both inclusive, in Block 3; all of Sunset Avenue, Vacated between the North line of Lot 11, Block 3, extended West, and the North line of Gable Street.

PLAT - PART OF BEVERLY HILLS
FLORENCE, ALABAMA

FICHE 91-144 FRAME 604

FILED FOR RECORD IN PLAT BOOK 2, PAGE 35
LAUDERDALE COUNTY JUDGE OF PROBATE OFFICE



STATE OF ALABAMA
LAUDERDALE COUNTY, PROBATE COURT
I hereby certify that the foregoing instrument was
filed to record in this office on June 25, 1991
at 3:04pm o'clock and duly recorded in Fiche
91-144 Frame 611-604 Deed Tax
\$ Mig. Tax Fee 21.00

STATE OF ALABAMA
LAUDERDALE COUNTY
I CERTIFY THIS
INSTRUMENT FILED
JUN 25 3 04 PM '91
8007 - 5400 - SHOWN
JUDGE OF PROBATE

William C. Stanley
Judge of Probate

ALEXANDER MAPS AND SURVEYS, INC.
4008 HATCH BOULEVARD SHEFFIELD, ALABAMA, 35660

Scale: 1" = 50'	Approved:	Drawn: SKA
Date: 6/13/90		Traced: VP

State of Alabama
County of Colbert

I, S. K. Alexander, a registered land surveyor, hereby certify that the foregoing map or plat is true and correct as compiled from my field survey; that this plat and said survey have been completed in accordance with the "Minimum Technical Standards for the Practice of Land Surveying in the State of Alabama"; this the 14th day of June, 1990.

S. K. Alexander
S. K. Alexander, Registered Land Surveyor
Alabama Certificate No. 2768