

STATE OF ALABAMA

LAUDERDALE COUNTY L.

PROTECTIVE COVENANTS

The undersigned S.K. Brooks Sr and wife, Helen Brooks and Pearl S. Brooks, being the owners and all persons having an interest in all of the property embraced in that subdivision shown on the map and plat prepared by William J. Collier, Surveyor, known and designated as Brooks Acres No. 2, located in Lauderdale County, Alabama, and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 3, at Page , hereby impose on all the lots provided in said plat of the above described subdivision, the following covenants and building restrictions:

SECTION A.

1. All lots are for single-family residential purposes and use only, and only one residence may be built on each of said lots. No commercial enterprise of any kind shall be permitted or allowed to begin, continue or exist thereon.
2. No noxious or offensive trade and activity shall be carried on upon said lots, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.
3. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract or upon any lot 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 house servants employed by the owner of any individual lot may reside in a garage or outbuilding upon said lots.
4. The owners of said lots will maintain the waterfront of said lots in a clean and neat condition at all times and allow no noxious

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or offensive conditions to continue thereon.

5. No residence shall be constructed on said lots unless there is constructed concurrently therewith a septic tank or similar sewage disposal system of a type meeting the approval of the State and County public health officials.

6. No fireworks, firecrackers, guns, pistols or other firearms whether using powder, gas or air, shall be discharged on said lots.

7. No animals, livestock or poultry of any kind shall be raised bred or kept on said lots except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

8. Said lots shall not 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, sanitary condition. No garbage, sewage, or other refuse shall be disposed of by dumping or being discharged into the waters of Lake Wilson.

9. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon said lots nor shall oil wells, tanks, tunnels, mining excavations or shafts be permitted upon said lots. No derrick or structure drilling or boring for oil or natural gas shall be erected, maintained or permitted upon said lots.

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

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11. No building shall be located nearer than 15 feet to an interior lot line nor closer than 25 feet to front lot line. No building shall be located nearer than 100 feet from the high water line of Lake Wilson, except that this requirement shall not be applicable to Lots 26, 27, 28, 29, 30, 41 and 42, nor does this restriction apply to piers or boathouses. For the purposes of this covenant, 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 said lots to encroach upon another lot. The foregoing provisions shall not be construed as prohibiting two or more lots from being used as one building site, but only one residence may be built on any one lot.

12. No dwelling shall be permitted on said lots at a cost of less than \$7,500.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded, at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structures, exclusive of one-story open porches and garages, shall be not less than 1000 square feet for a one-story dwelling, nor less than 800 square feet for a dwelling of more than one story.

SECTION B

1. No building shall be erected, placed or altered on any lot, until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control

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Committee (which Committee is hereinafter described) as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

2. The Architectural Control Committee is composed of S.K. Brooks, Sr., Helen Brooks and Frank Hamm. 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 hereunder. At any time, the then record owners of a majority 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.

3. 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 thirty (30) ^{de} 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.

SECTION C

1. 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 twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive

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periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

2. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

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

IN WITNESS WHEREOF the Undersigned have affixed their hands and seals, on this the 1st day of June, 1959.

s/ S.K. Brooks Sr. (Seal)
S.K. Brooks Sr.

s/ Helen Brooks (Seal)
Helen Brooks S

s/ Pearl S. Brooks (Seal)
Pearl S. Brooks

Acknowledged in General Code Form by S.K. Brooks Sr. and wife, Helen Brooks before William B. Duncan a Notary Public for Laderdale County Alabama on June 1, 1959.

Acknowledged in General Code Form by Pearl S. Brooks before Thomas T. Wilson, a Notary Public for Harrison County, Kentucky on May 26, 1959. (Seal)

Filed, June 1, 1959.

Recorded, Book 666, Page 282-6.