

This instrument was prepared by:

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PROTECTIVE COVENANTS FOR BRUSH CREEK ESTATES

The undersigned, Brush Creek Estates, Inc., an Alabama corporation, is the owner of certain property embraced in the subdivision shown on the map and plat designated as BRUSH CREEK ESTATES, in Lauderdale County, Alabama and shown on Plat Book 6, Page 296, in the Office of the Judge of Probate of Lauderdale County, Alabama. The said undersigned owner hereby imposes on all the lots provided in said plat the following covenants and restrictions:

1. Each Lot shall be used expressly and exclusively for one single-family private residence.
2. No business activity shall be conducted or carried on in connection with the residential unit of any one Lot other than the renting of the dwelling unit contained thereon. Further, no signs of any character may be exhibited or displayed upon any Lot except for the purpose of advertising the property for sale or rent, or signs used by a builder, subcontractor of financial institution during the period of improvement construction; or a sign of a reasonable display area tastefully identifying the owner of the residence.
3. No Lot may contain more than one (1) single-family dwelling until these Restrictive Covenants and Conditions shall terminate; and before that time, no Lot may be redivided so that it shall contain more than one (1) single-family dwelling. Each Lot may contain either a conventionally constructed single-family dwelling or modular home. Each single-family dwelling may not exceed two stories in height nor (other than a mobile or modular home) contain less than a minimum of 960 square feet of area measured by outside dimensions exclusive of garages, carports, screened or unscreened porches and covered walkways, breezeways and approaches. No mobile home or modular home placed on a Lot shall be more than six (6) years old at the time it is placed on said lot nor shall have dimensions less than 16' x 60' and a minimum of 960 square feet which shall be enclosed living area, exclusive of garages, carports, screened or unscreened porches and covered walkways, breezeways and approaches; and each mobile home or modular home shall have a hurricane tie-down attachment at each corner of the unit, which attachments shall be properly embedded in the Lot at the time of installation of said home. Each mobile home or modular home shall be skirted on all sides at the same time it is set on and installed upon a Lot. Skirting to be of standard building materials; e.g., brick, block, aluminum (specifically for skirting), this does not include pallets, logs, tires, wire or other unsightly materials.
4. No building or structure of any sort other than a mobile home or modular home may be moved onto any Lot. Any single-family dwelling, constructed on any Lot other than a mobile home shall be of new materials. No tent, garage, outbuilding, shed or camper van shall be used as a temporary or permanent residence.
5. A fencing erected within the front-yard setback of any Lot shall be no more than four (4) feet in height, and shall be constructed of chain link, new wood or vinyl only.
6. Outside television aerials and antennas satellite or wireless cable receiver shall be located upon any Lot within 40 feet of any road right of way.
7. All above-ground containers for garbage and trash shall be permanently housed so

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as not to be seen from the front of the property, except as necessary for pick-up, said containers to be covered at all times and emptied regularly so as to prevent litter and add offensive to other residents. There shall be not open garbage pits nor shall garbage or trash be burned in the manner and location so as to be a nuisance to the neighboring property or properties.

8. All motor vehicles located on each Lot shall carry a current year's license tag registration. Additionally, there shall be no parking or any trucks of any nature, larger than one (1) ton in size, other than pick-up trucks, campers, vans or motor homes upon the Lot or the public road rights of way adjacent thereto. No Lot without a residence constructed thereon shall be used for parking purposes.

9. No Livestock, poultry or other farm animals of any kind shall be raised, bred or kept on any Lot. Dogs, cats and other household pets may be kept on a Lot provided that they are not raised, kept, bred or maintained for any commercial purpose and that proper restraint and control by use of a leash and/or a secure enclosure in the keeping of them. In addition, all animals must be properly housed, fenced and contained so as not to be a nuisance to adjacent Lot owners or the neighborhood in general. No agricultural activities on a Lot shall be permitted which results in the sale of an agricultural product grown on the premises whether sold in or out of the Subdivision.

10. No Lot shall be used without express written permission of the present Owner for ingress, egress and/or utility purposes to adjacent properties. Further, the present Owner and/or its assigns reserves the right to dedicate and/or construct utility and/or its drainage easements of record along the perimeter Lot line of any one Lot within the Subdivision.

11. Each Lot owner shall be responsible for Lot and yard maintenance and shall, whether or not improvements shall have been constructed thereon, maintain the upkeep thereof keeping the same free of debris and trash, unsightly weeds and litter.

12. Each Lot owner shall be responsible for keeping any natural and/or manmade drainage areas or easements on said Lot clear of obstructions that would impede any surface water drainage across said drainage areas or easements. The integrity of the drainage design of the Subdivision must be maintained and no Lot owner shall impair or divert any manmade drainage structures, areas and/or easements within or adjacent to the Subdivision.

13. No live trees shall be cut or removed from any Lot until the owner has secured a mobile home set-up permit or building permit at which time the owner may cut and remove those trees necessary for the placement of the residential unit and vehicular ingress and egress thereto; for the placement of a septic tank(s) with auxiliary septic tank drain field(s); and for a swimming pool, if any. Thereafter no live trees shall be cut or removed from the property which are more than five (5) feet in circumference unless written approval is obtained from The Architectural Control Committee. No trees shall be burned upon any Lot without a proper burning permit obtained from the governmental agency responsible for permitting same. In addition, there shall be no excavation of any soil upon any Lot except for the purpose of placement of the residential unit and vehicular ingress and egress thereto; for the placement of a septic tank(s) with auxiliary septic tank drain field(s); for a swimming pool, if any; for lawn grass, shrubbery planting irrigation, and the like, unless written permissions obtained from The Reserve Property Owners' Association, Inc.

14. No noxious activity, trade or business of any sort shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood; nor shall any use be made of any Lot that will in any way injure the value of any adjoining Lot, the surrounding property or the Subdivision as a whole.

15. No building or improvement which has been partially or totally destroyed by fire or other casualty shall be allowed to remain in such state for more than six months from the time of such destruction. If not reconstructed or repaired within six months, the Owner shall raze and remove the building or improvement from the Lot promptly thereafter.

16. Nothing contained herein shall prevent the Present Owner, its successors or assignees and contractors or subcontractors, from doing or performing on all or any part of the Subdivision not conveyed or transferred that may be determined to be necessary or advisable to complete the Subdivision development, including without limitation:

(a) Erecting, constructing and maintaining a sale office and adjacent parking as may be necessary for the completing of the development and establishing it as a residential community and disposing of it be Lots or residential units through sale, lease or otherwise; and

(b) Maintaining such signs thereon and other advertising media as may be necessary in connection with the sale, lease or other transfer of the development in either Lots and/or residential units to third parties.

17. The present Owner and/or its assigns reserves the right to grant, convey and/or dedicate and/or to expand the use and benefit for subsequent owners of adjacent properties all easements contained within the Plat of this subdivision or hereafter imposed upon any property contained within by the Owner and/or its assigns.

18. (a) The Architectural Control Committee for such subdivision shall consist of Gayle Kent and Jack Kent. A majority of the Committee may designate a representative to act for it or cast any vote. 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 may be present at such meeting. The members of such Committee shall serve until they shall resign or be removed by death, and the remaining members, or member, shall have full authority to designate a successor or successors, in any case.

(b) The Architectural Control Committee shall be vested with authority to pass upon, by approval or disapproval, any deviation 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, 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 Covenants shall be deemed to have been fully complied with. The term "record owner" shall not include mortgagees or lien holders.

19. 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 I and II 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, acknowledged by any member of the Committee, before a Notary Public and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama.

20. For the purpose of operating, repairing and maintaining all roads within such subdivision including but not limited to Eastward Lane and Westward Lane. Each and every lot owner, in accepting a deed or contract for any lot in such premises, agrees to and shall be a member of and be subject to the obligations and duly enacted by-laws and rules of the BRUSH CREEK FARM ROAD, INCORPORATED, a non-profit corporation, and agrees to pay their maintenance assessment when due for subdivision services and, if not paid, such assessment shall constitute a lien on said lot owner's property.

21. (a) These covenants are to run with the land and shall be binding on all persons claiming under them for a period of forty (40) years from the date these Covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless at any time hereafter an instrument in writing, executed as aforesaid, changing or abandoning said Covenants shall have been recorded as

aforsaid.

(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 persons owning any real property covered by these Covenants to prosecute any proceedings at law or in equity against the person or persons, or other parties or entities, violating or attempting to violate any such Covenant, and either to prevent such violation or recover damages for 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.

Executed this 30th day of JUNE, 1999.

ATTEST
Charles Kent
Its Secretary

BRUSH CREEK ESTATES, INC.
By: B. Jack Kent
Its President

STATE OF ALABAMA
LAUDERDALE COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that B. Jack Kent, whose name as President of BRUSH CREEK ESTATES, INC., an Alabama corporation, 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 this instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 30th day of JUNE, 1999.

Keith H. Cullen
Notary Public
My Commission Expires: 11/15/00

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STATE OF ALABAMA
LAUDERDALE COUNTY
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