

## RESTRICTIONS AND LIMITATIONS

These covenants, limitations and restrictions are to run with the land and shall be binding on all parties and on all persons claiming under them until May 1996, at which time said covenants, limitations and restrictions shall be automatically extended for successive 10 year periods unless by vote of the majority of the then owners of lots in this subdivision it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns shall violate, or attempt to violate any of the covenants, limitations and restrictions herein, it shall be lawful for any other person or persons owning any real property situated in this subdivision to prosecute any proceeding at law or in equity against the persons violating or attempting to violate any such restrictions, and either to prevent him or them from so doing or to recover damages or other dues for such violation.

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

1. All numbered lots in this subdivision shall be known and described as residential lots and shall have a minimum size of not less than that required by the Alabama Health Dept. for public water and septic fields; but portions of lots larger than size required by the Alabama Health Department for public water and septic fields may be sold to owners of adjacent lots to create a larger lot. No structure shall be erected, altered or permitted to remain other than one dwelling not to exceed two stories in height, a private garage, servants quarters, and other outbuildings incidental to residential use of the lot.

2. No building shall be erected, placed or altered on any lot in this subdivision until the building plans, specifications and lot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision and as to location of building with respect to topography and finished ground elevation, by a committee composed of J. S. Harris, Mrs. C. L. Harris and James S. McGee, or by a representative designated by said committee. In the event of death or resignation of any members of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee or its designated representative fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with.

Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative shall cease on and after May, 1996, thereafter the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded, appointing a representative or representatives, who shall thereafter exercise the same power previously exercised by said committee.

3. The ground floor area of the main residence exclusive of open porches and garages shall be not less than 1500 square feet in the case of one story dwellings, and not less than 1050 square feet in a two story dwelling. All carports or garages shall contain sufficient area for two cars.

4. No residence shall be placed nearer than 40 feet from street, or nearer than 30 feet from side street on corner lots only, or nearer than 8 feet to any property line. No detached garage or outbuilding shall be placed nearer than 8 feet to any property line. An attached garage shall not be located on the street side of the building setback line or nearer than 8 feet to any property line. In event more than one lot is used for one residence, the restrictions relating to distance from side lot lines shall apply only to outside lines of the entire plot. No structure may be placed nearer than 10 feet to rear property line.

5. No fence, wall or hedge that obstructs sight shall be erected, altered or placed in any required front yard to exceed a height of two and one half feet above the street grade and no fence, wall or hedge shall be erected, altered or placed in any required side or rear yard to exceed a height of eight feet.

6. No noxious or offensive trade or activity shall be conducted upon any lot, nor shall anything be done thereon that may be or become an annoyance or nuisance to the neighborhood.

7. On a corner building site no fence, wall, hedge, structure or planting in front yard creating a material impediment to visibility between the heights of two and one-half feet and eight feet above the street grade at the intersection shall be erected, placed or maintained within the triangular area formed by the intersecting street lines and a straight line connecting such street lines at points equidistant from such point of intersection and passing through a point, which point is the intersection of lines defining the required front and side yards.

8. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in this subdivision may at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

9. All side and rear lot lines are subject to easements for public utilities as necessary.

10. No signs other than traffic, street names, residence or mail box identification may be permanently erected in this subdivision.

Public water is available for this subdivision.

The foregoing restrictions are shown on the recorded plat of Section E, Kendale Gardens in the office of the Judge of Probate of Lauderdale County, Alabama in Plat Book 4 page 140

## AMENDMENT TO COVENANTS AND RESTRICTIONS IN

PLAT BOOK 4 , PAGE 140  
OFFICE OF PROBATE, LAUDERDALE COUNTY, ALABAMA

WHEREAS, On March 28, 1971, a plat of subdivision for Section "E" , Kendale Gardens Subdivision, in Lauderdale County, Alabama, was duly recorded in Plat Book 4 , page 140 , in the Office of Probate, Lauderdale County; and

WHEREAS, the sole owner and developer of said subdivision was and is Kendale, Inc., a Tennessee Corporation, domesticated in Alabama, having as its current Statutory Agent Arnold Teks, Esq., whose address is P.O. Box 1207, Florence, Alabama, 35630; and

WHEREAS, Section 2, First Paragraph of said Covenants and Restrictions as recorded in the above referenced Plat Book reserves to Kendale, Inc., the owner/developer, the sole and exclusive right to appoint and maintain an Architectural Committee for the purpose of approving or rejecting any and all building plans and specifications for the construction of improvements and alterations on any lot within said Section "E" , Kendale Gardens until May 1966; and

WHEREAS, it is the desire and intention of Kendale, Inc., to relinquish its sole and exclusive prerogative and rights in the appointment and maintenance of said Architectural Committee to broaden the composition and membership of said committee to include owners of lots within said Section "E" , Kendale Gardens, and to provide for their election from among the owners of lots within said Section "E" , Kendale Gardens; NOW THEREFORE:

BE IT RESOLVED, That the First Paragraph, Section 2, of Covenants and Restrictions as recorded in said Plat Book 4 , page 140 , Office of Probate, Lauderdale County, Alabama, shall be and is hereby voided and in its place thereof, the following language is substituted:

- " 2. No building shall be erected, placed or altered on any lot in this subdivision until the building plans, specifications and lot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision and to location of buildings with respect to topography and finished elevations by a majority of an Architectural Committee of five members. The committee shall be composed of the following: Two permanent members, being the President or Vice-President of Kendale, Inc., and its Resident Manager of Kendale Gardens Subdivision (an employee of Kendale, Inc.) and three additional members, each of whom shall be the owner of at least one lot in Section "E" , Kendale Gardens. The three owner/members shall be elected from among and by the owners of lots within said Section "E" , Kendale Gardens, and shall serve for periods of three years; Kendale, Inc., as the owner of unsold lots in said section of Kendale Gardens, shall not be entitled to any vote in the election of said owner/members of the Architectural Committee. In the event of the death or inability of any owner/member to serve, the committee may appoint a successor to serve the unexpired term of such absent member. In any event, the committee or the remaining members on said committee are empowered and have full authority to approve or reject any application for approval of plans, etc., until a succeeding member can be appointed or elected to fill any vacancy. In the event the committee fails to approve or disapprove any application with thirty days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations have been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with.

2.(cont'd)

The names and addresses of the owner/members of the said Archi-  
tectural Committee shall be kept on file with the Statutory  
Agent, whose name and address is noted above, or his successor.  
The first owner/members of said Architectural Committee, having  
duly elected at a meeting of the owners of lots in said Section  
"E", Kendale Gardens, on January 15, 1976, are:

1. Walter Posey, Jr., Route 7, Box 283-A, Kendale Gardens  
Florence, Ala. 35630:
2. Dudley Leon Keeton, Jr., Route 7, Box 283-E, Kendale  
Gardens, Florence, Ala. 35630
3. Harris B. Garman, Route 7, Box 283-C, Kendale Gardens  
Florence, Ala. 35630

Said members shall serve until January 15, 1979, when their  
successors shall be elected to serve for periods or terms of three  
years, to be elected at triennial elections for the duration of  
this covenant.

In all other respects, the covenants and restrictions as recorded in  
the above referenced Plat Book shall remain unaltered, not amended, and  
in full force and effect as if this amendment had not been effected.

IN WITNESS WHEREOF, the officers of the corporation have executed this  
instrument in behalf thereof, for the purposes herein contained, being  
authorized so to do, on this the 29th day of January, 1976.

KENDALE, Inc., A Tenn. Corporation  
domesticated in the State of Alabama.

Attest:

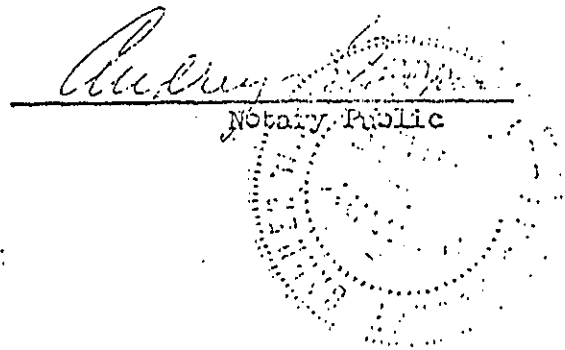
Harris B. Garman  
Secretary.

By: J. S. Harris  
President

STATE OF TENNESSEE:  
COUNTY OF SHELBY:

Before me, a Notary Public in and for said State and County, duly com-  
missioned and qualified, personally appeared J. S. Harris, with whom I am  
personally acquainted, and who, upon oath, acknowledged himself to be the  
President of Kendale, Inc., the within named bargainer, a corporation, and that  
he, being authorized so to do, executed the foregoing instrument for the pur-  
pose therein contained by signing the name of the corporation by himself as  
such President.

Witness my hand and Seal at office in Memphis, Tennessee, this the 29th  
day of January, 1976.



My Commission Will Expire:

My Commission Expires August 17, 1976

STATE OF ALABAMA,  
LAUDERDALE COUNTY, PROBATE COURT  
I hereby certify that the foregoing instrument was  
filed in this office on Feb. 2, 1976  
and duly recorded in V-1097, page 508-09  
Deed Tax \$... Mig. Tax... Fee...

William Blumstein Judge of Probate

State of Alabama  
County of Lauderdale

Approved by planning commission this 28 day of March, 1973.

Johnny Landers  
Planning Commission

State of Alabama  
Lauderdale County

We, the undersigned, Byron B. Winsett, Jesse S. Harris, a Registered Engineer, hereby certify that I have surved that certain tract of land designated on the annexed map and plat as "Section E of Kendale Gardens", a subdivision situated in Lauderdale County, Alabama, shown on the annexed plat and that on behalf of Kendale, Incorporated, I have subdivided said tract of land into town lots showing the streets, alleys and public grounds therein and giving the bearings, lengths, widths and name of each street as well as the number of each lot and block and I further certify that the annexed plat of said plat of said "Section E of Kendale Gardens: a subdivision, and shows a true and correct tie to the government survey.

Given under my hand and seal at Florence, Alabama, this \_\_\_\_ day of \_\_\_\_\_, 1971.

Jesse S. Harris  
Tennessee License #1175

Byron B. Winsett  
Alabama License #2064

State of Alabama  
Lauderdale County

I, the undersigned William B. Duncan, as Judge of Probate of Lauderdale County, hereby certify that the map and plat shown hereon as "Section E of Kendale Gardens", a subdivision was filed in my office for recording and was duly recorded in Plat Book 4, page 140, this the 28 day of March, 1971.

William B. Duncan  
Judge of Probate

State of Alabama  
Lauderdale County

Approved by City Engineer this 28 day of March, 1973.

Foster F. Fountain Jr.  
City Engineer

State of Alabama  
Lauderdale County

Approved by the Lauderdale County Health Department this the 31 day of Jan. 1973.

Earl B. Lovelace  
Health Officer