

This Instrument Prepared by
George W. McBurney, Attorney
Florence, Alabama 35630

STATE OF ALABAMA)

COUNTY OF LAUDERDALE)

3032

PROTECTIVE COVENANTS

WHEREAS, the undersigned, Mary Craig Marshall, unmarried, Martha R. McBurney and husband George W. McBurney, are the owners of Mountainbrook Addition No. 1 according to the map and plat thereof recorded in the office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 4, Page 159, and

WHEREAS, the above named parties are willing and desirous of impressing the hereinafter stated covenants, conditions, restrictions and reservations on each of the above described tracts, and

WHEREAS, the parties hereto contemplate selling off tracts of land out of the above described property to members of the public for a valuable consideration,

NOW, THEREFORE, in consideration of the premises the parties hereto mutually agree to impress the following covenants, conditions, restrictions and reservations on the above described tract of land:

1. All lots covered by these covenants as above described shall be used only as residential lots.
2. No structure other than one-family dwellings and appurtenant garages and outbuildings shall be erected, placed or permitted to remain on any residential building lot or combination of lots, and one-family dwellings shall not exceed two and one-half stories in height, except as hereinafter provided and under no circumstances will any tent, shack, trailer, mobile home,

basement or any other type of temporary structure be allowed or permitted to remain on said lot.

3. All dwellings constructed upon said property shall be of permanent residence type, and if a one-story dwelling shall have a square footage area of at least 1000 square feet and any two-story dwelling shall have a square footage area of at least 1200 square feet, exclusive of basements, out-buildings, carports, garages, terraces, porches and the like.

4. No business of any kind or trade, or other commercial enterprise or noxious or offensive activity, shall be engaged in or carried on upon any lot, or on said property, nor shall anything be done therefore which may be or become an annoyance, danger, or a nuisance to the neighborhood, including the discharge of guns, air or any kind.

5. No animals or livestock of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. No owner shall keep or maintain any pet or animal that has vicious propensities, or that become a nuisance to the neighborhood.

6. The street frontage of all lots shall be maintained clean and neat at all times and no noxious or offensive conditions shall be continued thereon or thereabouts. No lot 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 and containers for the storage or disposal of such material shall be kept in a clean and sanitary condition. It is expressly required that before the erection of any residence all toilet and sewage facilities, as well as any other improvements or construction shall at all times meet the minimum health and sanitation specifications

as required by the Public Health Authority of the municipal, county and state governments.

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

8. No sign of any kind shall be displayed in public view on any lot except one professionally prepared sign advertising the property for sale or rent, or signs used by a builder or owner to advertise the property during the construction and sale thereof.

9. No building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 30 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

10. If the parties hereto, or any of them, or their heirs or assigns or successors, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons, corporation, or corporations, or any other legal entity owning any real property covered by these covenants, to prosecute any proceedings at law or in equity against the persons or other party or entity violating or attempting to violate any such covenant, and either to prevent him or them or such entity from doing, or to recover damages for such violation.

11. The use of exposed concrete block, composition or asphalt exterior siding, sheets, or asbestos siding or asbestos shingles on any building or structure is expressly prohibited, except where written approval is obtained from the Architectural Control Committee.

12. No fence shall be permitted at the front of any lot nearer to the street than the back side of the house, and any wall to be built on the front of any lot nearer than the front building set back line shall be erected only after obtaining the approval in writing of the Architectural Control Committee.

13. No motor vehicles, not in running condition, shall be kept on any lot for a period in excess of thirty days.

14. No radio or TV antennas in excess of 30 feet in height shall be permitted on any lot.

15. (a) The Architectural Control Committee is composed of Martha R. McBurney and George W. McBurney and Mary Craig Marshall. Any member of the committee may act for the entire committee. 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 pursuant to this covenant. 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.

(b) 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 30 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.

16. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structure on the lot have been approved by the architectural control committee 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. No fence or wall shall be erected, placed or altered on any lot unless similarly approved.

IN WITNESS WHEREOF, the undersigned hereby adopt, ratify and confirm the foregoing by hereto setting their hands and affixing their seals this 27 day of January, 1976.

Mary Craig Marshall (SEAL)
Mary Craig Marshall

Martha R. McBurney (SEAL)
Martha R. McBurney

George W. McBurney (SEAL)
George W. McBurney

STATE OF ALABAMA)
COUNTY OF LAUDERDALE)

I, the undersigned, a Notary Public in and for the State and County aforesaid, hereby certify that Mary Craig Marshall, Martha R. McBurney and husband George W. McBurney, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 27 day of January, 1976.

Paula Davis
Notary Public

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STATE OF ALABAMA, LAUDERDALE COUNTY, PROBATE COURT
I hereby certify that the foregoing instrument was filed to record in this office on Feb. 9, 1976
at 10:15 o'clock and duly recorded in Vol 1097, pgs. 583-87
Deed Tax \$..... Mig. Tax..... Fee.....

William Blum Judge of Probate

Filed, February 9, 1976
Recorded, Book 1097, Pages 583-587
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