

STATE OF ALABAMA

LAUDERDALE COUNTY

PROTECTIVE COVENANTS FOR PIERREFONT ESTATES

A. PREAMBLE

The undersigned, G.W. Doss and wife, Mary Frances Doss owner of all the property embraced in that subdivision shown on the map and plat prepared by William A. Hallmark, Civil Engineer, known and designated as Pierrefont Estates, as the same appears of record in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book No. 3, Page 78, hereby impose on all the lots provided in said plat, except the tracts, parcels and lots shown on said plat as "reserved by owner", the following covenants and building restrictions:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until November 1, 1983, at which time said covenants shall be automatically extended for successive periods of ten years, unless by vote of a majority of the then owners of the lots 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 herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants either to enjoin him or them from so doing or to recover damages or other dues for such violation.

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.

Page # 2.

B. AREA OR APPLICATION. The residential area covenants in Part C in their entirety shall apply to the entire subdivision, except as hereinabove set out.

C. Residential Area Covenants.

C-1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage.

C-2. ARCHITECTURAL AND QUALITY CONTROL. 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 committee as to quality of workmanship and materials, cost, 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 nearer to any street than the minimum building set back line unless similarly approved. Approval shall be as provided in Part D.

C-3. DWELLING SIZE. The ground floor area of the main structure, exclusive of one-story open porches and garages, constructed on any lot shall be not less than 1500 square feet for a one-story dwelling, nor less than 1800 square feet for a dwelling of more than one story.

C-4. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than 30 feet to the front lot line, or nearer than 25 feet to the rear lot line, except that this covenant shall not apply to lake front lots, steps, car-ports 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

Page # 3.

of a building on a lot to encroach upon another lot.

C-5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any tract having a width of less than 75 feet at the minimum building set back line, nor shall any dwelling be erected or placed on any lot having an area of less than 9,000 square feet, except that a dwelling may be constructed on any of the original platted lots in the subdivision.

C-6 EASEMENTS. Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. The granting of this easement or right of access shall not prevent the use of the area by the owner for any permitted purpose except for buildings. A right of pedestrian access by way of a driveway or open lawn area shall also be granted on each lot, from the front lot line to the rear lot line, to any utility company having an installation in the easement.

C-7. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

C-8. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

C-9. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, 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 sale period.

C-10. OIL AND MINING OPERATIONS. 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. No derrick

Page # 4.

or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

C-11. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

C-12. GARBAGE AND REFUSE DISPOSAL. No lot shall 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 and sanitary condition.

C-13. SANITARY CONTROL. No pit or open toilets, nor sewage disposal system not approved by the Lauderdale County Health Department shall be installed or maintained on any lot, nor shall any raw sewage be permitted to flow into Lake Wilson from any lot.

D. ARCHITECTURAL CONTROL COMMITTEE.

D-1. MEMBERSHIP. The architectural control committee is composed of G.H. Doss, Florence, Alabama, R.O. Hyde, Florence, Alabama, and Mrs. R.O. Hyde and Mrs. G.H. Doss.

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 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.

D-2. PROCEDURE. The committee's approval or disapproval is 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

Page #5, continued.

prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

E. LAKE ACCESS AND RECREATIONAL PROVISIONS.

Those lots, tracts and parcels shown on said plat as "reserved by owner" are hereby set aside for the exclusive reasonable use of all owners from time to time of lots in the subdivision for access to Lake Wilson, and for recreational use, and said lots shall be appurtenant to all other lots in the subdivision. Said lots may be used by the owners of lots in the subdivision only for such purposes as may be compatible with recreational subdivision development, or as may be reasonable and necessary for the enjoyment of Lake Wilson by the owner of said lots, and their guests, including, but not thereby limiting the use, to such recreational facilities as a clubhouse, and such non-commercial facilities as boat storage, piers and docks.

IN WITNESS WHEREOF, We have hereunto set our hands and affixed our seals this 21st day of November, 1960.

/s/ G.H. Doss (SEAL)

/s/ Mary Frances Doss (SEAL)

Acknowledged in General Code Form by G.H. Doss and wife, Mary Frances Doss, before Audrey Christian, a Notary Public for Lauderdale County, Alabama, on November 21, 1960. With Seal.

Filed, November 21, 1960

Recorded, Book 711, Pages 121-124.

THE STATE OF ALABAMA
COUNTY OF LAUDERDALE

The undersigned, G. H. Doss and wife, Mary Frances Doss, and J. G. Hufstedler and wife, Virginia B. Hufstedler, and Pierrefonte, Inc., and John R. Martin and wife, Betty L. Martin, being the owners of all the property in that subdivision known as "Pierrefont Estates", as the same appears of record in the Office of the Judge of Probate of Lauderdale County, Alabama, in New Plat Book No. 3, at page 78, do hereby amend and modify the restrictive covenants pertaining to said subdivision, as the same appear of record in the Office of the Judge of Probate of Lauderdale County, Alabama, in Book 711 at Pages 121-4, as follows, to-wit:

Paragraph Numbered "E" is hereby amended to read as follows, to-wit: Those lots, tracts and parcels shown on said plat as "reserved by owner" (except the area so shown lying between Lots No. 40 and Lots No. 41 and 42 and except that portion of the area so shown lying between Lots No. 46 and Lots No. 43, 44 and 45 as described specifically in deeds from Pierrefonte, Inc., to John R. and Betty L. Martin recorded in Book 741 at Pages 229-230, and Book 752, at Pages 511-512, which said areas are excluded from the operation and effect of this covenant) are hereby set aside for the exclusive reasonable use of all owners from time to time of lots in the subdivision for access to Lake Wilson, and for recreational use, and said lots shall be appurtenant to all other lots in the subdivision only for such purposes as may be compatible with recreational subdivision development, or as may be reasonable and necessary for the enjoyment of Lake Wilson by the owner of said Lots, and their guests, including, but not thereby limiting such use, to such recreational facilities as a clubhouse, and such noncommercial facilities as a boat storage, piers, and docks.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals at Florence, Alabama, on this 19th day of February, 1962.

G. H. Doss
Mary Frances Doss
J. G. Hufstedler
Virginia B. Hufstedler
Pierrefonte, Inc.,
By: G. H. Doss
Its President
John R. Martin
Betty L. Martin

Acknowledged: February 24, 1962 by G. H. Doss and wife, Mary Frances Doss in joint general code form before E. L. Colebeck, Notary Public for Lauderdale County, Alabama.

Acknowledged: February 22, 1962 by J. G. Hufstedler and wife, Virginia B. Hufstedler in joint general code form before Linda J. Patterson, Notary Public for Lauderdale County, Alabama.

Acknowledged: February 19, 1962 by G. H. Doss, President of Pierrefonte, Inc., a corporation in general code form before Linda J. Patterson, Notary Public for Lauderdale County, Alabama.

Acknowledged: February 26, 1962 by John R. Martin and wife, Betty L. Martin in joint general code form before Linda J. Patterson, Notary Public for Lauderdale County, Alabama.

Filed: April 17, 1962

Recorded: Book 757 Page 229-31.

STATE OF ALABAMA
LAUDERDALE COUNTY

AMENDMENT TO RESTRICTIVE COVENANTS

The undersigned, G.H. Doss and wife, Mary Frances Doss, and J.C. Hufstedler and wife, Virginia B. Hufstedler, and Pierrefonte, Inc., and John R. Martin and wife, Betty L. Martin, being the owners of all the property in that subdivision known as "Pierrefont Estates" as the same appears of record in the Office of the Judge of Probate of Lauderdale County, Alabama, in New Plat Book No. 3, at page 78, do hereby amend and modify the Restrictive Covenants pertaining to said Subdivision, as the same appear of record in the Office of the Judge of Probate of Lauderdale County, Alabama, in Book 711, at pages 121-124, as follows, to-wit:

Those lots, tracts and parcels shown on said plat as "reserved by owner" (except the area so shown lying between Lots No. 40 and Lots No. 41 and 42 and except that portion of the area so shown lying between Lots No. 46, and Lots No. 43, 44 and 45 as described specifically in deeds from Pierrefont, Inc. to John R. and Betty L. Martin, recorded in Book 741, at pages 229-230, and Book 752, at pages 511-512, and the area so shown lying between Lot 46 and Lots 43, 44, and 45 as described specifically in a deed from Pierrefonte, Inc. to Robert M. and Elizabeth B. Kibby recorded in Book 789 at pages 603-4 which said areas are excluded from the operation and effect of this covenant) are hereby set aside for the exclusive reasonable use of all owners from time to time of Lots in the Subdivision for access to Lake Wilson, and for recreational use, and said lots shall be appurtenant to all other lots in the Subdivision only for such purposes as may be compatible with recreational Subdivision Development, or as may be reasonable and necessary for the enjoyment of Lake Wilson by the owner of said lots, and their guests, including, but not thereby limiting such use, to such recreational facilities as a club house, and such non-commercial facilities as a boat, storage, piers, and docks.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals at Florence, Alabama, on this 4th day of March 1963.

Page # 2 continued.

ATTEST:

Robert Hyde
Secretary

Pierrefonte, Inc.
Corp. Seal.

G.H. Doss

Mary Frances Doss

J.C. Hufstedler

Virginia B. Hufstedler

PIERREFONTE INC.

By: G.H. Doss
Its President

John R. Martin

Betty L. Martin

Acknowledged: March 4, 1963 by G.H. Doss and wife, Mary Frances Doss in joint general code form, before John Wilks, Notary Public, Lauderdale County, Alabama.

Acknowledged: March 4, 1963 by J.G. Hufstedler and wife, Virginia B. Hufstedler in joint general code form, before T. Eugene Burts, Jr., Notary Public, Lauderdale County, Alabama.

Acknowledged: March 4, 1963 by G.H. Doss, President of Pierrefonte Inc. a corporation in general code form, before John Wilks, Notary Public, Lauderdale County, Alabama.

Acknowledged: March 4, 1963 by John R. Martin and wife, Betty L. Martin, in joint general code form, before T. Eugene Burts, Jr., Notary Public, Lauderdale County, Alabama.

Filed: March 8, 1963.

Recorded: Book 795-page 6-8.

State of Alabama,
Lauderdale County

10499

FICHE 92-160 FRAME E08

REVISION AND ALTERATIONS TO THE
PROTECTIVE COVENANTS FOR PIERREFONT ESTATES

A. PREAMBLE

The undersigned, Holly H. McDonald, Robert O. Hyde, Jr. and Pamela H. Bell, being the majority owners of the property embraced in that subdivision shown on the map and plat prepared by William A. Hallmark, Civil Engineer, known and designated as Pierrefont Estates, as the same appears of record in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book No. 3, Page 78, effective this date, hereby revise and alter and thereby terminate the protective covenants as recorded November 21, 1960, Book 711, Pages 121 - 124, and the Revision and Alterations to the Protective Covenants as recorded October 17, 1990, in Fiche 90-250, Frames A009-12, and impose on all the lots provided in said plat, except the tracts, parcels and lots shown on said plat as "reserved by owner," the following covenants and building restrictions:

These covenants are to run with the land from this day forth and shall be binding on all parties and all persons claiming under them until December 31, 1999, at which time said covenants shall be automatically extended for successful periods of ten years, unless by vote of a majority of the then owners of lots 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 herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants either to enjoin or prevent him or them from so doing or to recover damages or other dues for such violation.

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.

B. AREA OR APPLICATION

The residential area covenants in Part C in their entirety shall apply to the entire subdivision, except as hereinabove set out.

C. RESIDENTIAL AREA COVENANTS

C-1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot or subdivided lot other than one detached single-family dwelling not to exceed two and one-half stories in height, excluding basements, a private garage/carport, accessory building(s), and boathouse and/or pier. Any such garage or accessory building may not be constructed prior to construction of a single family residence. No accessory building may be leased or rented except as a part of the entire premises including the single family residence.

MTG. _____
DEED _____
REC. 11.00 9

- C-2. ARCHITECTURAL AND QUALITY CONTROL. No building shall be erected, placed or altered on any lot or subdivided lot until the construction plans and specifications, and a plan/plat showing the location of the structure on said lot have been approved in writing by the architectural control committee as to quality of materials, size, harmony of external design with existing structures, and location on lot, and with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot unless approved by the architectural control committee, and shall not normally exceed five feet in height. In no event may manufactured or prefabricated buildings or structures be erected, placed, constructed or allowed to remain on any lot or on said property. Henceforth, no TV antenna, disk, or tower may be placed on any lot or dwelling/building. Any "hardship" exception must be approved in writing by the architectural control committee. Approval shall be as provided in Part D.
- C-3. DWELLING SIZE. The heated living area of the main structure, exclusive of basements, accessory buildings, porches and garages/carports, constructed on any lot or subdivided lot shall be not less than 2000 square feet of living area for a one-story dwelling, nor less than 2300 square feet of living area for a dwelling of more than one story.
- C-4. BUILDING LOCATION. No building, garage/carport, or accessory building shall be located on any lot or subdivided lot nearer to the front lot line than 50 feet, or nearer to the 505 contour line of Lake Wilson than 30 feet, or nearer to the side street line than 25 feet, or nearer to any side lot line than 10 feet, or nearer to any rear lot line than 15 feet, and said building's location(s) must be approved by the architectural control committee. (Section C-2).
- C-5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any tract having a width of less than 70 feet at the minimum building set back line, nor shall any dwelling be erected or placed on any lot or subdivided lot having an area of less than 9000 square feet, except that a dwelling may be constructed on any of the original platted lots in the subdivision, provided it adheres to all other restrictions.
- C-6. EASEMENTS. Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. The granting of this easement or right of access shall not prevent the use of the area by the owner for any permitted purpose except for buildings. A right of pedestrian access by way of a driveway or open lawn shall also be granted on each lot, from the front lot line to the rear lot line, to any utility company having an installation in the easement.
- C-7. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, and each property owner shall be responsible to keep the property clean of all debris and/or unkept conditions.
- C-8. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any tract at any time as a residence either temporarily or permanently.

Page 3

C-9. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional type sign of not more than five square feet advertising the property for sale or rent, or signs used by the owners/developers, or by a builder to advertise the property during the construction period.

C-10. OIL AND MINING OPERATIONS. 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. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

C-11. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

C-12. GARAGE AND REFUSE DISPOSAL. No lot shall 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 and sanitary condition.

C-13. SANITARY CONTROL. No pit or open toilets, nor sewage disposal system not approved by the State of Alabama or Lauderdale County Health Department shall be installed or maintained on any lot, nor shall any raw sewage be permitted to flow into Lake Wilson from any tract.

D. ARCHITECTURAL CONTROL COMMITTEE

D-1. MEMBERSHIP. The architectural control committee initially is composed of R. O. Hyde; Mary Katherine Hyde; Robert O. Hyde, Jr.; Holly H. McDonald; and Pamela H. Bell.

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 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 power and duties.

D-2. PROCEDURE. 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 two sets of the plans/specifications and lot plat showing locations of buildings 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.

E. LAKE ACCESS AND RECREATIONAL PROVISIONS

These lots, tracts and parcels shown on said plat as "reserved by owner" are hereby set aside and are not a part of these covenants.

IN WITNESS WHEREOF, We have hereunto set our hands and affixed our seals this 15th day of MAY, 1992.

Holly H. McDonald
Holly H. McDonald

Robert O. Hyde, Jr.
Robert O. Hyde, Jr.

Pamela H. Bell
Pamela H. Bell

STATE OF TENNESSEE

COUNTY OF SHELBY

I, Robert O. Hyde, a Notary Public in and for said County, in said State, hereby certify that Holly H. McDonald; Robert O. Hyde, Jr.; and Pamela H. Bell, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that being informed of the contents of the covenants, they executed and delivered the same voluntarily on this date.

Given under my hand and official seal this 15th day of MAY, 1992.

Robert O. Hyde, Jr.
Notary Public

My commission expires: October 24, 1995

William C. Anderson
JUDGE OF THE COURT

MAY 18 10 30 AM '92

STATE OF ALABAMA
LAUDERDALE COUNTY
I CERTIFY THIS
INSTR. WAS FILED

STATE OF ALABAMA

LAUDERDALE COUNTY

REVISION AND ALTERATIONS TO THE
PROTECTIVE COVENANTS FOR PIERREFONT ESTATES

A. PREAMBLE

The undersigned, Holly H. McDonald, Robert O. Hyde, Jr. and Pamela H. Bell, being the majority owners of the property embraced in that subdivision shown on the map and plat prepared by William A. Hallmark, Civil Engineer, known and designated as Pierrefont Estates, as the same appears of record in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book No. 3, Page 78, hereby revise and alter and thereby terminate the protective covenants as recorded November 21, 1960, Book 711, Pages 121 - 124, and impose on all the lots provided in said plat, except the tracts, parcels and lots shown on said plat as "reserved by owner," the following covenants and building restrictions:

These covenants are to run with the land from this day forth and shall be binding on all parties and all persons claiming under them until December 31, 1999, at which time said covenants shall be automatically extended for successive periods of ten years, unless by vote of a majority of the then owners of lots 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 herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants either to enjoin him or them from so doing or to recover damages or other dues for such violation.

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.

B. AREA OR APPLICATION

The residential area covenants in Part C in their entirety shall apply to the entire subdivision, except as hereinabove set out.

C. RESIDENTIAL AREA COVENANTS

FICHE 90-0250 FRAME A010

- C-1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot or subdivided lot other than one detached single-family dwelling not to exceed two and one-half stories in height, a private garage/carport, accessory building(s), and boathouse and/or pier.
- C-2. ARCHITECTURAL AND QUALITY CONTROL. No building shall be erected, placed, or altered on any lot or subdivided lot until the construction plans and specifications, and a plan showing the location of the structure have been approved in writing by the architectural control committee as to quality of workmanship and materials, cost, 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 approved by the architectural control committee, and shall not normally exceed five feet in height. Approval shall be as provided in Part D.
- C-3. DWELLING SIZE. The heated living area of the main structure, exclusive of basements, accessory buildings, porches and garages/carports, constructed on any lot or subdivided lot shall be not less than 2000 square feet for a one-story dwelling, nor less than 2300 square feet for a dwelling of more than one story.
- C-4. BUILDING LOCATION. No building, garage/carport, or accessory building shall be located on any lot or subdivided lot nearer to the front lot line or nearer to the side street line than 50 feet to the front lot line or nearer than 10 feet to any side lot line, or nearer than 25 feet to the rear lot line.
- C-5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any tract having a width of less than 75 feet at the minimum building set back line, nor shall any dwelling be erected or placed on any lot or subdivided lot having an area of less than 9000 square feet, except that a dwelling may be constructed on any of the original platted lots in the subdivision.
- C-6. EASEMENTS. Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. The granting of this easement or right of access shall not prevent the use of the area by the owner for any permitted purpose except for buildings. A right of pedestrian access by way of a driveway or open lawn area shall also be granted on each lot, from the front lot line to the rear lot line, to any utility company having an installation in the easement.

FICHE 90-0250 FRAME A011

C-7. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, and each property owner shall be responsible to keep the property clean of all debris and/or upkept conditions.

C-8. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any tract at any time as a residence either temporarily or permanently.

C-9. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than five square feet advertising the property sale or rent, or signs used by the owners/developers or by a builder to advertise the property during the construction and sale period.

C-10. OIL AND MINING OPERATIONS. 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. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

C-11. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

C-12. GARBAGE AND REFUSE DISPOSAL. No lot shall 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 and sanitary condition.

C-13. SANITARY CONTROL. No pit or open toilets, nor sewage disposal system not approved by the State of Alabama or Lauderdale County Health Department shall be installed or maintained on any lot, nor shall any raw sewage be permitted to flow into Lake Wilson from any tract.

D. ARCHITECTURAL CONTROL COMMITTEE

D-1. MEMBERSHIP. The architectural control committee is composed of R. O. Hyde; Mary Katherine Hyde; Robert O. Hyde, Jr.; Holly H. McDonald; and Pamela H. Bell.

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 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 power and duties.

D-2. PROCEDURE. 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.

E. LAKE ACCESS AND RECREATIONAL PROVISIONS

These lots, tracts and parcels shown on said plat as "reserved by owner" are hereby set aside and are not a part of these covenants.

IN WITNESS WHEREOF, We have hereunto set our hands and affixed our seals this

16th day of October, 1990.

Holly H. McDonald
Holly H. McDonald

Robert O. Hyde, Jr.
Robert O. Hyde, Jr.

Pamela H. Bell
Pamela H. Bell

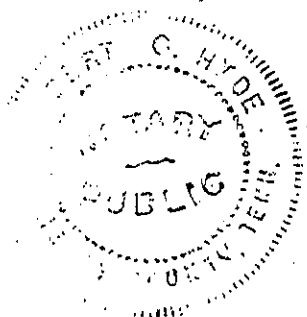
STATE OF ALABAMA
LAUDERDALE COUNTY
I CERTIFY THIS
INSTRUMENT FILED
OCT 17 11 30 AM '90
JUDGE

STATE OF TENNESSEE

COUNTY OF SHELBY

I, Robert O. Hyde, a Notary Public in and for said County, in said State, hereby certify that Holly H. McDonald; Robert O. Hyde, Jr.; and Pamela H. Bell, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that being informed of the contents of the covenants, they executed and delivered the same voluntarily on this date.

Given under my hand and official seal this 16th day of October, 1990.



Robert O. Hyde, Jr.
Notary Public

My commission expires: 11-17-91

STATE OF ALABAMA
LAUDERDALE COUNTY, PROBATE COURT
I hereby certify that the foregoing instrument was
filed to record in this office on Oct. 17, 1990
at 11:30 AM and duly recorded in File
90-0250 Frame A012 Docs Tax
\$ Mtg. Tax Fee 11.00
William L. Rowley Judge of Probate

STATE OF ALABAMA

LAUDERDALE COUNTY

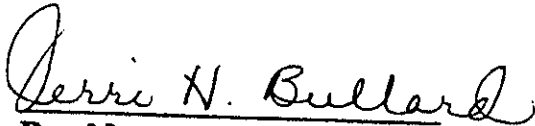
**DECLARATION OF MAJORITY OF LOT OWNERS OF
PIERREFONT ESTATES TO ESTABLISH A PIERREFONT
ESTATES HOMEOWNERS ASSOCIATION**


In conjunction with the revision and alterations to the protective covenants for Pierrefont Estates, as shown by the duly recorded document filed herewith, the majority of the lot owners in said subdivision, as shown by their signatures on said revision and alterations, hereby declare their intention to establish a non-profit and unincorporated association to be known as the Pierrefont Estates Homeowners Association.

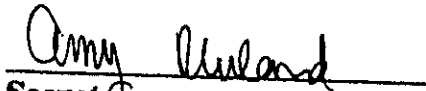
The purposes of the Homeowners Association shall include, but not be limited to, the appointing of members to the Architectural Control Committee, in order to insure that there is an effective and functioning Architectural Control Committee; and, to establish a forum for the members of the Association to act in the best interest of the subdivision.

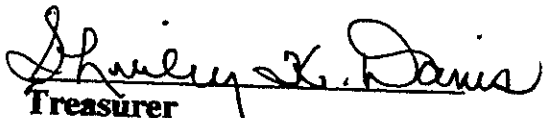
The by-laws of the Pierrefont Estates Homeowners Association are attached to and hereby made a part of this declaration and will be duly recorded herewith.

The undersigned, as the duly elected officers of the Pierrefont Estates Homeowners Association, have hereunto set our hands this 17th day of AUGUST, 2003.


President


Vice President


Secretary


Treasurer

STATE OF ALABAMA**LAUDERDALE COUNTY****REVISION AND ALTERATIONS TO THE PROTECTIVE
COVENANTS FOR PIERREFONT ESTATES****A. PREAMBLE**

The undersigned, being the owners of a majority of the lots in that subdivision shown on the map and plat prepared by William A. Hallmark, Civil Engineer, known and designated as Pierrefont Estates, as the same appears of record in the Office of the Judge of Probate of Lauderdale County, Alabama in Plat Book No. 3, Page 78, effective this date, hereby revise and alter and thereby terminate the protective covenants as recorded on May 16, 1992, in Fiche 92-160 Frames E08-E11 (10499), and all protective covenants and revisions and alterations recorded prior thereto, and impose on all lots provided in said plat, except the tracts, parcels and lots shown on said plat as "reserved by owner", the following covenants and building restrictions:

These covenants are to run with the land from this day forth and shall be binding on all parties and all persons claiming under them until December 31, 1999, at which time said covenants shall be automatically extended for successful periods of ten years, unless by vote of a majority of the then owners of lots 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 herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants either to enjoin or prevent him or them from doing so or to recover damages or other dues for such violation.

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.

B. AREA OR APPLICATION

The residential area covenants in Part C in their entirety shall apply to the entire subdivision, except as hereinabove set out.

C. RESIDENTIAL AREA COVENANTS

C-1 LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot or subdivided lot other than one detached single-family dwelling not to exceed two and one-half stories in height, excluding basement; a private garage/carport; accessory building; and boathouse and/or pier; any such garage or accessory building may not be constructed prior to the construction of a single family residence. No

accessory building may be leased or rented except as a part of the entire premises including the single family residence

C-2. ARCHITECTURAL AND QUALITY CONTROL.

No building of any kind or type shall be erected, placed or altered on any lot or subdivided lot until the construction plans and specifications, and a plan/plat showing the location of the structure on said lot have been approved in writing by the architectural control committee as to quality of materials, size, harmony of external design with existing structures, and location on lot, and with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot unless approved by the Architectural Control Committee, and shall not normally exceed five feet in height. In no event may manufactured or prefabricated buildings or structures be erected, placed, constructed or allowed to remain on any lot or on said property. Henceforth, no TV antenna, large TV disc, or tower may be placed on any lot or dwelling/building. Any exception must be approved in writing by the Architectural Control Committee. Approval shall be as provided in Part D.

C-3. DWELLING SIZE. The heated living area of the main structure, exclusive of basements, accessory buildings, porches and garages/carports, constructed on any lot or subdivided lot shall be not less than 2000 square feet of living area for a one-story dwelling, nor less than 2300 square feet of living area for a dwelling of more than one story.

C-4. BUILDING LOCATION. No building, garage/carport, or accessory building shall be located on any lot or subdivided lot nearer to the front lot line than 50 feet, or nearer to the 505 contour line of Lake Wilson than 30 feet, or nearer to the side street lot line than 25 feet or nearer to any side lot line than 10 feet, or nearer to any rear lot line than 15 feet, and said building's location(s) must be approved by the architectural control committee. (Section C-2).

C-5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any tract having a width of less than 90 feet at the minimum building set back line, nor shall any dwelling be erected or placed on any lot or subdivided lot having an area of less than 9000 square feet, except that a dwelling may be constructed on any of the original platted lots in the subdivision, provided it adheres to all other restrictions.

C-6. EASEMENTS. Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. The granting of the easement or right of access shall not prevent the use of the area by the owner for any permitted purpose except for buildings. A right of pedestrian access by way of a driveway or open lawn shall also be granted on each lot, from the front lot line to the rear lot line, to any utility company having an installation in the easement.

C-7. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, and each

property owner shall be responsible to keep the property clean of all debris and/or unkept conditions.

C-8. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any tract at any time as a residence either temporarily or permanently.

C-9. STREET FRONTAGE. The street frontage of all lots shall be maintained clean and neat and no noxious or offensive conditions shall be continued thereon or thereabouts. No boats, boat trailers, utility trailers, recreational vehicles may be parked on the street or between the residence and street where said vehicles are visible from the street.

C-10. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional type sign of not more than five square feet advertising the property for sale or rent, or signs used by the owners/developers, or by a builder to advertise the property during the construction period.

C-11. OIL AND MINING OPERATIONS. 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. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

C-12. ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, 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 owner shall keep or maintain any pet or animal that has vicious propensities or that becomes a nuisance to the neighborhood.

C-13. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, yard debris, 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 and sanitary condition.

C-14. SANITARY CONTROL. No pit or open toilets, nor sewage disposal system not approved by the State of Alabama or Lauderdale County Health Department shall be installed or maintained on any lot, nor shall any raw sewage be permitted to flow into Lake Wilson from any tract.

D. ARCHITECTURAL CONTROL COMMITTEE

D-1. MEMBERSHIP. The members, number of members and terms of Architectural Control Committee shall be determined by the officers of the Pierrefont Estates Homeowners Association as stated in the recorded by-laws of said association. In the event of death or resignation of any member of the committee the officers of the said Homeowners Association shall have full authority to appoint a successor. The members of the committee shall

not be entitled to any compensation for services performed pursuant to this covenant.

D-2. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee fails to approve or disapprove within 30 days after two sets of the plans/specifications and lot plat showing locations of buildings 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.


E. LAKE ACCESS AND RECREATIONAL PROVISIONS

These lots, tracts and parcels shown on said plat as "reserved by owner" are hereby set aside and are not a part of these covenants.

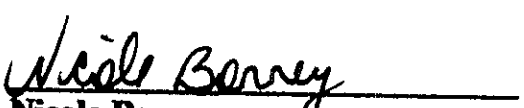
IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this the _____ day of _____ 2003.

Maxwell Barnett

Whitney Barnett



John Bonney



Nicole Bonney




Tony Burks



Shirley Burks



Edwin Bullard




Jerri Bullard

Peter Brownback

Annadrue Brownback

Raymond Cavadel

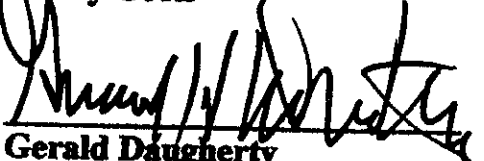
Adelè Cavadel



Danny Cook



Shari Cook



Gerald Daugherty



Patricia Daugherty



Roger Presley



Jennifer Presley


Joseph Prude



Mary Jayne Prude



Sean Rhuland



Amy Rhuland



Edward Robbins



Mary Lou Robbins

Sylvia W. Rushing

Nancy F. Secor

Donald C. Spansel

Stephen G. Thornton

Elizabeth Ann Thornton

Robert Hyde, Sr.

Mary Katherine Hyde

Holly Hyde McDonald

Pamela H. Bell

Robert Hyde Jr.

PIERFONT ESTATES Protective Covenants Approval

Print JEFF PECK _____
 Sign *Jeff Peck* _____
 Address 250 HAZELWOOD LN _____

Print Louis Gabbert Beth Gabbert
 Sign *Louis Gabbert* *Beth Gabbert*
 Address 604 RIDGECLEIFF DR. 604 RIDGECLEIFF DR.

Print Elizabeth Peck _____
 Sign *Elizabeth Peck* _____
 Address 250 HAZELWOOD LANE _____

Print Teresa Craig Rickey CRAIG
 Sign *Teresa Craig* *Rickey Craig*
 Address 321 RIDGECLEIFF _____

Print Walter C TANT _____
 Sign *Walter Tant* _____
 Address 462 RIDGECLEIFF _____

James Abbott

Tim Williams

William Navarre

Diane Navarre

William C. Tant

James Kephart

Mary Kephart

Louis Gabbert
Louis Gabbert

Beth F. Gabbert
Beth F. Gabbert

Roger Presley

Jennifer Presley

Joseph Prude

Mary Jayne Prude

Sean Rhuland

Amy Rhuland

Edward Robbins

Mary Lou Robbins

Sylvia W. Rushing

Nancy F. Secor

Donald C. Spansel

Stephen G. Thornton

Elizabeth Ann Thornton

Conditioned
with "change"
on C-5 (from
100 to 90)

Robert Hyde, Sr.
Robert Hyde, Sr.

Mary Katherine Hyde
Mary Katherine Hyde

Holly Hyde McDonald
Holly Hyde McDonald

Pamela H. Bell
Pamela H. Bell

Robert Hyde Jr.
Robert Hyde Jr.

Realtors

6236 POPLAR AVENUE - MEMPHIS, TENNESSEE 38119 - PHONE 682-8333

4/16/03

Mr. & Mrs. Ray Davis
754 Ridgecliff Dr.
Florence, Al - 35634

RE: Pierrefont Estates

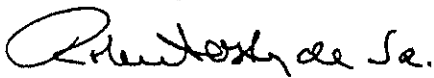
Dear Ray & Shirley;

We are agreeable to the revisions and alterations to the protective covenants for Pierrefont Estates with one Major exception/change, i.e. paragraph C-5... we are agreeable to changing the width of the minimum building set back to "90" feet but not 100 feet. The reason for this is that several of the lots that we presently own are platted at 100 feet width, and sometimes these measurements are + or - a few feet; therefore our objections.

If these modifications/changes that we require are agreeable, then accept the signatures on p.6, which I think represents 32 parcels, that is enclosed, as our approval and also our vote in favor of the homeowners association. If not, we are NOT agreeable to the changes, and withhold our vote to both items.

We will not be able to attend the meeting, so please notify us of the results.

Respectfully,



Robert O. Hyde Sr.

BY-LAWS
OF
PIERREFONT ESTATES HOMEOWNERS ASSOCIATION

ARTICLE I
NAME AND LOCATION

The name of the Association is "Pierrefont Estates Homeowners Association" hereinafter referred to as the "Association". The office of the Association shall be located at the home of the president and meetings of members and officers may be held at such places within the State of Alabama, County of Lauderdale, as may be designated by the officers.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to Pierrefont Estates Homeowners Association", its successors and assigns.

Section 2. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of Pierrefont Estates Subdivision.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Member" shall mean and refer to an owner living in Pierrefont Estates Subdivision who has paid the initial membership fee of \$50.00 and any and all dues assessed by the Association. A member is entitled to vote if all financial obligations have been met to the Association.

ARTICLE III
MEETING OF MEMBERS

Section 1. Annual Meetings. Annual meetings of the members shall be held on the first Tuesday in October. If the day for the annual meeting of the members is a legal holiday, the meeting will be held on the first Tuesday following, which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by any two (2) or more officers, or upon written request of one-fourth of the members who are entitled to vote.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, at the direction of, the Secretary or person authorized to call the meeting by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting to each member entitled to vote, addressed to the member's address as supplied by such member to the association for the purpose of notice. Such notice shall specify the place,

day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

ARTICLE IV
OFFICERS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of the Association shall be managed by the four (4) officers who must be voting members of the Association.

Section 2. Resignation and Removal. Any officer may be removed from office, with or without cause, by a majority vote of the members of the Association. In the event of the death, resignation or removal of an officer, his successor shall be selected by the remaining officers and shall serve for the unexpired term of his predecessor. Any officer may resign at any time by giving written notice to the President or Secretary. Such resignation shall take effect on the date of receipt of such notice and the acceptance of such resignation shall not be necessary to make it effective. A majority of the officers shall have the power to declare vacant any office in the event the elected officer shall be absent from three (3) consecutive regular meetings of the officers.

Section 3. Compensation. No officer shall receive compensation for any service he may render to the Association. However, any officer may be reimbursed for his actual expenses incurred in the performance of his duties. Expenditures shall have the prior approval of the majority of the officers.

Section 4. Term of Office. Each officer will serve from the time of election or selection until the next annual meeting of the members of the Association. Officers may serve more than one term.

Section 5. Vacancies. A vacancy in any office may be filled by selection by the remaining officers.

ARTICLE V
NOMINATION AND ELECTION OF OFFICERS

Section 1. Nomination. Nominations for officers shall be made from the floor at the annual meeting.

Section 2. Election. The election of officers shall be made by a show of hands of the eligible voting members in attendance at the annual meeting.

ARTICLE VI
MEETING OF OFFICERS

Section 1. Enumeration of Office. The officers of this Association shall be a President, a Vice-President, a Secretary and a Treasurer. The officers shall at all times be members in good standing of the Association

Section 2. Duties. The duties of the officers are as follows:

President

(a) The President shall preside at all meetings and shall see that orders and resolutions of the Association are carried out; shall co-sign all checks and paperwork for the Association.

Vice-President

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Association.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the officers and of the Association; shall provide notice of meetings of the officers and Association; keep appropriate current records showing the members of the Association together with their addresses.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts, all monies of the Association and shall disburse such funds as directed by the resolution of the officers or the majority of the Association; shall sign all checks; shall prepare an annual statement of income and expenditures to be presented to the membership at its regular annual meeting.

(e) It shall be the collective duty of the offices as stated in the protective covenants, to appoint the members of the Architectural Control Committee; to determine the number of members of said committee; and to determine the term during which each member of said committee will serve. The officers of the Association shall at all times keep a written record of the current members of the Architectural Control Committee, and make said record available to any record owner of any plot of land shown upon the recorded subdivision map of Pierrefont Estates Subdivision.

ARTICLE VII
COMMITTEES

Section 1. The Association shall appoint committees as deemed appropriate in carrying out its purposes

ARTICLE IX
BOOKS AND RECORDS

The books and records of the Association shall be available for inspection during reasonable business hours by any members of the Association. Copies may be purchased at a reasonable price.

ARTICLE X
DUES

Section 1. Membership Dues. Each member of the Association shall be required to pay initial membership dues to the Association in the amount of \$50.00.

Section 2. Annual Dues. Each member of the Association shall be required to pay annual dues to the Association if it is determined by the officers or the majority of the Association that such monies are needed for the effective operation of the Association. Annual dues shall be collected on a per member basis and shall be due and payable on October 1st of each year.

ARTICLE XI
AMENDMENTS

Section 1. These By-Laws may be amended at a regular or special meeting of the members by a vote of the majority.

Section 2. In the case of any conflict between the By-Laws of this Association and the Protective Covenants of Pierrefont Estates, the Protective Covenants shall control.

The undersigned being the duly elected officers of the Association have hereunto set our hands this _____ day of _____, 2003.

Jerri Bullard
President

Paul A. Peter
Vice-President

A. Bullard
Secretary

Whiskey G. Davis
Treasurer