

STATE OF ALABAMA

LAUDERDALE COUNTY

PROTECTIVE COVENANTS

The undersigned, W.W.Alexander and wife, Inez C.Alexander, H.L.Wright and wife, Ruby Wright, Wilson H.Foote and wife, Helen C. Foote, Ray E.Hanback and wife, Sue Katherine Hanback, William A. White and wife, Martha T.White, and William A. Hallmark and wife, Jean P. Hallmark, owners of all the property embraced in that subdivision shown on the map and plat prepared by White & Hallmark Engineers, known and designated as SHERWOOD FOREST SUBDIVISION, located in Lauderdale County, Alabama, and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 3 at Page 121, hereby impose on all the residential lots 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 for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) 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 to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to 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 nowise affect any of the other provisions which shall remain in full force and effect.

1. All lots in the subdivision are for residential use only, and not more than one residence shall be erected on any lot. No

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structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two stories in height, and a private garage for not more than two cars, and other outbuildings incidental to residential use of the lot.

(a) No structure shall be erected, altered, placed or permitted to remain on any residential plot having an exterior siding of asbestos shingle exceeding an area of more than 25% of any exterior wall.

2. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood or disturb the peace .

3. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence, except that servants may reside in a garage or outbuilding.

4. FLOOR AREA OF MAIN STRUCTURES: All lots shall have not less than 1,450 square feet of inside livable area, exclusive of carports and garages.

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

6. BUILDING LOCATION: No building shall be located on any lot nearer to the front lot line nor nearer to the side street line than the minimum building set-back lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 8 feet to any side street line. No building shall be located nearer than 8 feet to an interior lot line, except that a minimum 4-foot side yard shall be required for a garage or other permitted accessory building located 30 feet or more from the minimum building set-back line. No dwelling shall be

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located on any interior lot nearer than 30 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.

7. The Architectural Control Committee is composed of W.W. Alexander, Florence, Alabama; H.L.Wright, Florence, Alabama; and Ruby Wright, Florence, Alabama. 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. 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. (See Paragraph 13.)

8. 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 thirty (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.

9. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than five (5) square feet advertising the property during the construction and sales period.

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

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11. No animals, livestock or pualtry 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 commercial purposes. No chronic barking dogs or car-chasing and barking dogs shall be kept on any lot.

12. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same line limitations shall apply to any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the follage line is maintained at sufficient height to prevent obstruction of such sight lines.

13. ARCHITECTURAL CONTROL: No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plat showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with the 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 than 40 feet to any street. Approval shall be as provided in Paragraph 8 above.

IN WITNESS WHEREOF, the undersigned owners of the above described subdivision have hereunto affixed their hands and seals, on this 25 day of April, 1960.

          /s/          W.W.Alexander          (SEAL)  
                                  W.W.Alexander

          /s/          Inez C. Alexander          (SEAL)  
                                  Inez C. Alexander

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/s/ H.L.Wright (SEAL)  
H.L.Wright

/s/ Ruby Wright (SEAL)  
Ruby Wright

/s/ Wilson H.Foote (SEAL)  
Wilson H. Foote

/s/ Helen C. Foote (SEAL)  
Helen C. Foote

/s/ Ray E. Hanback (SEAL)  
Ray E. Hanback

/s/ Sue Katheryn Hanback (SEAL)  
Sue Katheryn Hanback

/s/ William A.White (SEAL)  
William A. White

/s/ Martha T.White (SEAL)  
Martha T. White

/s/ William A. Hallmark (SEAL)  
William A. Hallmark

/s/ Jean P. Hallmark (SEAL)  
Jean P. Hallmark

Acknowledged in General Code Form by W.W.Alexander and wife Inez C. Alexander, H.L.Wright and wife Ruby Wright, Wilson H.Foote and wife Helen C.Foote, Ray E. Hanback and wife Sue Katherine Hanback, William A.White and wife, Martha T.White and William A. Hallmark and wife Jean P. Hallmark before Mary R.Marks, a Notary Public for Lauderdale County, Alabama. This the 25th day of April,1960.

Filed, April 25,1960 at 4:25 PM

Recorded, Book 696, Pages 442-446.

STATE OF ALABAMA X  
LAUDERDALE COUNTY Y

WHEREAS, on April 25, 1960, W. W. Alexander and wife, Inez C. Alexander, H. L. Wright and wife, Ruby Wright, Wilson H. Foote and wife, Helen C. Foote, Ray E. Hanback and wife, Sue Katherine Hanback, William A. White and wife, Martha T. White, and William A. Hallmark and wife, Jean P. Hallmark, who were on said date the owners of all of the property embraced in Sherwood Forest Subdivision, a subdivision located in Lauderdale County, Alabama, according to the map and plan thereof in the office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 3, at page 121, did adopt and execute protective covenants pertaining to said subdivision, which said protective covenants were filed in the office of the said Judge of Probate on April 25, 1960, in Volume 696, at pages 442-446; and,

WHEREAS, in Paragraph 7 of said protective covenants an Architectural Control Committee, composed of W. W. Alexander, H. L. Wright and Ruby Wright, was designated and said Paragraph 7 of said protective covenants contained the following provision, "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"; and,

WHEREAS, on this date, July 27, 1966, Cox Creek Development, Inc., a corporation, organized and existing under the laws of the State of Alabama, is the record owner of a majority of the lots located in said Sherwood Forest Subdivision and is desirous of changing the membership of the Architectural Control Committee as provided for in said Paragraph 7 of said protective covenants.

PREMISES CONSIDERED, Cox Creek Development, Inc., a corporation who on this date owns a majority of the lots in Sherwood Forest

Subdivision, a subdivision located in Lauderdale County, Alabama, according to the map and plan of said subdivision of record in the office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 3, at page 121, does hereby remove W. W. Alexander, H. L. Wright and Ruby Wright from the Architectural Control Committee and does hereby designate, appoint and name E. H. Darby, John F. Darby and Jas. E. Smith, Jr., as the members of the new Architectural Control Committee to act as the Architectural Control Committee and perform the duties and acts delegated to the Architectural Control Committee under the terms of said protective covenants.

IN WITNESS WHEREOF Cox Creek Development, Inc. has caused this instrument to be executed by its President, E. H. Darby, and to be attested and its corporate seal hereto affixed by Jas. E. Smith, Jr., its Secretary, on this the 27th day of July, 1966.

COX CREEK DEVELOPMENT, INC.

By *E. H. Darby*  
President



*Jas. E. Smith, Jr.*  
Secretary

STATE OF ALABAMA I  
:  
COLBERT COUNTY I

I, Mary C. Stanley, a Notary Public, in and for the State of Alabama at Large, hereby certify that E. H. Darby, whose name as President of Cox Creek Development, Inc., a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal of office, this the 27th day of July, 1966.



*Mary C. Stanley*  
Notary Public

MINUTES OF A MEETING OF THE DIRECTORS  
OF  
COX CREEK DEVELOPMENT, INC.

Sheffield, Alabama

July 27, 1966

At a meeting of the Directors of Cox Creek Development, Inc., there were present E. H. Darby, John F. Darby and Jas. E. Smith, Jr., who constitute all of the Directors of Cox Creek Development, Inc.

The President, E. H. Darby, pointed out that it was the desire of the Directors to remove the present members of the Architectural Control Committee as named in the protective covenants pertaining to Sherwood Forest Subdivision, a subdivision, in Lauderdale County, Alabama, according to the map and plat thereof of record in the Probate Judge's office of Lauderdale County, Alabama, in Plat Book 3, page 121, and to name and appoint new members to said Architectural Control Committee.

Director Jas. E. Smith, Jr., offered the following resolution, which was duly seconded by Director E. H. Darby and the same was unanimously adopted by all of the Directors, as follows:

"BE IT RESOLVED by the Directors of Cox Creek Development, Inc., that an instrument in words and figures as follows be executed by E. H. Darby and Jas. E. Smith, Jr., President and Secretary, respectively, of Cox Creek Development, Inc., and that after said instrument has been executed that the same be recorded in the Probate Judge's office of Lauderdale County, Alabama, the instrument to read as follows:



'STATE OF ALABAMA X  
:  
LAUDERDALE COUNTY X

WHEREAS, on April 25, 1960, W. W. Alexander and wife, Inez C. Alexander, H. L. Wright and wife, Ruby Wright, Wilson H. Foote and wife, Helen C. Foote, Ray E. Hanback and wife, Sue Katherine Hanback, William A. White and wife, Martha T. White, and William A. Hallmark and wife, Jean P. Hallmark, who were on said date the owners of all of the property embraced in Sherwood Forest Subdivision, a subdivision located in Lauderdale County, Alabama, according to the map and plan thereof in the office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 3, at page 121, did adopt and execute protective covenants pertaining to said subdivision, which said protective covenants were filed in the office of the said Judge of Probate on April 25, 1960, in Volume 696, at pages 442-446; and,

WHEREAS, in Paragraph 7 of said protective covenants an Architectural Control Committee, composed of W. W. Alexander, H. L. Wright and Ruby Wright, was designated and said Paragraph 7 of said protective covenants contained the following provision, "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"; and,

WHEREAS, on this date, July 27, 1966, Cox Creek Development, Inc., a corporation, organized and existing under the laws of the State of Alabama, is the record owner of a majority of the lots located in said Sherwood Forest Subdivision and is desirous of changing the membership of the Architectural Control Committee as provided for in said Paragraph 7 of said protective covenants.

PREMISES CONSIDERED, Cox Creek Development, Inc., a corporation who on this date owns a majority of the lots in Sherwood Forest

Subdivision, a subdivision located in Lauderdale County, Alabama, according to the map and plan of said subdivision of record in the office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 3, at page 121, does hereby remove W. W. Alexander, H. L. Wright and Ruby Wright from the Architectural Control Committee and does hereby designate, appoint and name E. H. Darby, John F. Darby and Jas. E. Smith, Jr., as the members of the new Architectural Control Committee to act as the Architectural Control Committee and perform the duties and acts delegated to the Architectural Control Committee under the terms of said protective covenants.

IN WITNESS WHEREOF Cox Creek Development, Inc. has caused this instrument to be executed by its President, E. H. Darby, and to be attested and its corporate seal hereto affixed by Jas. E. Smith, Jr., its Secretary, on this the 27th day of July, 1966.

COX CREEK DEVELOPMENT, INC.

By \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

STATE OF ALABAMA    :    :  
                          :    :  
COLEBERT COUNTY    :    :

I, \_\_\_\_\_, a Notary Public, in and for the State of Alabama at Large, hereby certify that E. H. Darby, whose name as President of Cox Creek Development, Inc., a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal of office, this the 27th day of July, 1966.

\_\_\_\_\_  
Notary Public

On motion by Director E. H. Darby, and duly seconded by Director John F. Darby, it was unanimously voted by the Directors that the Directors waive any and all irregularities in reference to notice, time, place and the holding of this meeting and any other irregularities, if any, as to the passage of the foregoing resolution, and, as evidence thereof, all of the Directors do hereby sign these Minutes and a duplicate original of these Minutes.

E. H. Darby

John F. Darby

James E. Smith

Who Are All of the Directors of  
Cox Creek Development, Inc.

STATE OF ALABAMA, LAUDERDALE COUNTY

I hereby certify that the foregoing instrument was filed in my office for record on July 29 1966  
at 8:35 o'clock A.M. and duly recorded in Vol. 916 Page 46-21. I hereby certify that the Mortgage  
Tax to amount of \$ --- and the Deed Tax amount of \$ --- have been paid on this instrument.

Estel R. Hunt

JUDGE OF PROBATE