

STATE OF ALABAMA
LAUDERDALE COUNTY

6317

This Instrument Prepared by:
Harold G. Peck
Attorney at Law
Florence, Alabama

PROTECTIVE COVENANTS OF TWIN BROOKS

The undersigned being all the owners of and the holders of any right, title or interest therein of all the property embraced in that subdivision shown on the map and plat prepared by William A. White, P.E., known and designated as Twin Brooks Subdivision, consisting of 48 lots which are numbered, located in Lauderdale County, Alabama, and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 5, at Page 15, hereby impose on all the said numbered 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 (20) 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 record owners of the restricted lots, it is agreed to change said covenants in whole or in part. The term "record owners" shall not include mortgagees.

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 owning any real property situated in the restricted part of 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 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 no wise affect any of the other provisions which shall remain in full force and effect.

1. SCOPE: All lots in the subdivision covered and restricted hereby are for single family residential use only, and not more than one residence shall be erected on any lot except that one residence may be built on a part of one lot and a part of another lot, all as hereinafter provided. No 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 and one half stories in height, excluding the basement, and a private garage and other buildings incidental to residential use of the lot except that one residence may be built on one lot and a part of another in order to make the lot for the residence larger.

2. BUSINESS PROHIBITED: No business, trade, or commercial 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. PERMANENT HOMES ONLY: No trailer, basement, tent, shack, garage, barn or other outbuilding erected on 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. No gardens other than flower gardens and ornamental shrubs will be allowed without approval of the Architectural Control Committee.

4. MINIMUM SIZE: No dwelling shall be permitted on any residential building plot in said subdivision having a ground floor livable area, exclusive of porches, terraces, basement, garages and carport, of less than 2150 square feet for one story dwellings and 1600 square feet at the first floor level for dwellings of more than one story. All driveways in said subdivision shall be of hard surface material, such as concrete, asphalt, brick, etc.

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

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6. BUILDING LOCATION: No building shall be located on any lot nearer to the front lot line or 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 8 feet to any side lot line. For the purposes of this covenant, eaves and steps shall not be considered as 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, where the phrase "lot line" is used herein, the same shall be construed to mean the property ownership line if the context so indicates.

7. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot 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 plot having an area of less than 15,000 square feet.

8. ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee is composed of Harold G. Peck, L. C. Moore and J. H. Sandlin. A majority of the Committee may designate a representative to act for it. Any decision by a majority of the Committee shall be final. In the event of death or resignation of any member of the Committee, the remaining member or 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.

9. 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 neighborhood and with the grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer than 40 feet to any street without written approval of the Architectural Control Committee.

10. 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.

The Architectural Control Committee shall have full power and authority to waive any provisions contained in these covenants and further shall have full power and authority to waive, alter or amend any building set-back line contained on the recorded plat of said subdivision by executing a recorded instrument stating the waiver and duly recorded in the Office of the Judge of Probate of Lauderdale County, Alabama. Provided, however, such waiver, alteration or amendment does not conflict with the City of Florence zoning regulation relating to set-back lines.

11. 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 (5) square feet advertising the property during the construction and sales period.

12. MINING AND DRILLING: 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 well, 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.

13. 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 commercial purposes; that they are not permitted to roam or go unattended in the streets or on other persons property; that no unsanitary condition or odor will be allowed to exist by the owner and; that

no dog will be kept whose barking, trespassing or other conduct constitutes an annoyance or nuisance to any other property owner. No vicious dog or other animal with vicious propensities shall be permitted in the subdivision. Not more than two dogs may be kept on any lot.

14. WASTE 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.

15. UNDERGROUND UTILITIES: All utility lines, including power, telephone and TV cable, shall be placed underground, including the lines servicing each individual dwelling, and no over-head utility lines shall be permitted in the subdivision except for overhead facilities used to go underground such as riser poles and associated equipment.

16. BOULEVARD MAINTENANCE: The owners of Lots 23, 24, 25, 26 and 27 shall jointly and severally assume responsibility for the care, upkeep and maintenance of the median contained in Knights Bridge Road immediately in front of the aforesaid lots and agree to keep the same in a neat and orderly fashion.

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands and seals on this the 20th day of May, 1977..

Harold G. Peck
Harold G. Peck

Patricia H. Peck
Patricia H. Peck

THE FIRST NATIONAL BANK OF
FLORENCE, FLORENCE, ALABAMA

BY: W. A. Hunt
Its President

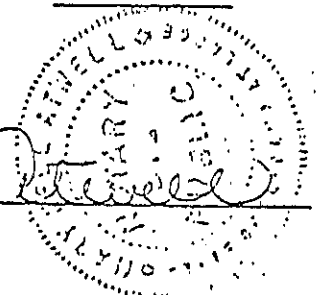
STATE OF ALABAMA

LAUDERDALE COUNTY

I, Mary Nell Atwell, a Notary Public in and for said County in said State, hereby certify that Harold G. Peck and Patricia H. Peck, 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 the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20th day of May, 1977.

Mary Nell Atwell
Notary Public



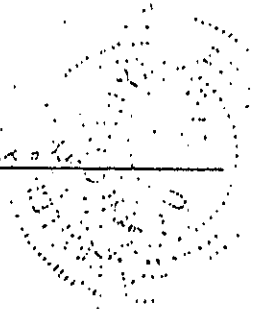
STATE OF ALABAMA

LAUDERDALE COUNTY

I, Bobby Glenn Dasher, a Notary Public in and for said County in said State, hereby certify that W. H. Mitchell, whose name as President of the First National Bank of Florence, Florence, Alabama, a national banking 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 instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 20th day of May, 1977.

Bobby Glenn Dasher
Notary Public



STATE OF ALABAMA,
LAUDERDALE COUNTY, PROBATE COURT
I hereby certify that the foregoing instrument was
filed to record in this office on May 27, 1977
at 10:30 o'clock and duly recorded in Vol 1117-2-950-55
Deed Tax \$.....MIG. Tax.....Fee.....

William B. American Judge of Probate

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