STATE OF ALABAMA LAUDERDALE COUNTY

PROTECTIVE COVENANTS

The undersigned, H.M.Bobo and wife, Lena Bobo, owners of all the property embraced that subdivision shown on the map and plat prepared by William A. Hallmark, Surveyor, known and designated as UNDERWOOD ESTATES, located in Lauderdale County, Alabama, and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in New Plat Book 4 at page 24, hereby imposed.

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 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 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 attemp to violate any of the covenants herein, it shall be lawful for any person or persons owing any real property situated in said subdivision to prosecute any proceedings in law or in 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 no wise affect any of the other provisions which shall re main in full force and affect.

- 1. No lot shall be used except for residential purposes.
- 2. No building shall be located on any lot nearer than 25 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 5 foot minimum side yard shall be permitted for a garage or other accessory building located 25 feet or more from the front lot line.
- 3. No dwelling shall be erected or placed on any lot having a width of less than 100 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 10,000 square feet.
- 4. 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 these easements and rights of access thereto shall not prevent the use of the area by the owner for any permitted purpose except for buildings.
- 5. No noxious or offensive activity shall be called on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Page # 2, continued.

- 6. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes shall not be kept except in sanitary container. All incinerators or other equipment for the storage of disposal of such material shall be kept in a claim and sanitary condition.
- 7. No exposed concrete block, no imitation brick siding or similar materials, no tar paper or asbestus siding and all materials used are to be of good quality.
 - 8. A minimum of 900 sq. feet of floor space to be in each house.

IN WITNESS WHEREOF, the parties hereto, owners of the above described subdivision, have hereunto affixed their hands and seals, on this 15th day of June, 1964.

Н.М.Е	H.M.Bobo	
Lena	Bobo	(SEAL)

Acknowledged in General Code Form by H.M.Bobo and wife Lena Bobo before James E. Mann, a Notary Public for Lauderdale County, Alabama. This the 15th day of June, 1964.

Filed, June 15,1964

Recorded, Book 841, Page 270

THE STATE OF ALABAMA)

COUNTY OF LAUDERDALE)

7203

AMENDMENT TO PROTECTIVE COVENANTS FOR UNDERWOOD ESTATES

The undersigned, Lawrence C. Faulkner and wife, Mary B. Faulkner, Bobby Gene Balentine, a single man, Jackie Payton and wife, Jane O. Payton, Raleigh E. Gower and wife, Eule E. Gower, Bernice Wayne Bryant and wife, Kay Dell Bryant, Richard D. Craig and wife, Vida Mae Craig, Edsel C. Davis and wife, Dorothy L. Davis, Malcolm W. Danley and wife, Sara May Danley, Dave Smith and wife, Addie H. Smith, William A. Hallmark and wife, Jean P. Hallmark, Robert M. Austin and wife, Patty Joe Austin, Paul W. Taylor and wife, Laura N. Taylor, H. M. Bobo and wife, Lena Bobo and The First National Bank of Florence, First Federal Savings & Loan Assn. of Florence, Metropolitan Life Insurance Company, Security Federal Savings & Loan Assn. of Florence, Lynn Institute for Savings, being the owners and all parties having any right title or interest in all of the property embraced in the subdivision designated as Underwood Estates, located in Lauderdale County, Alabama, the plat of which is recorded in the office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 4, page 24, do hereby amend the protective covenants heretofore executed for said subdivision, the same being recorded in Book 841, page 270 in said Probate Office by striking paragraph 3 thereof and substituting in lien thereof the following paragraph 3, to-wit:

(3) No dwelling shall be erected or placed on any lot having a width of less than 100 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 10,000 square feet, it being provided however, that this restriction shall not apply to Lot 8 Block 6, Lot 1 Block 10, and Lot 1 Block 10 in said subdivision and that these 3 lots shall be exempt from this said restriction.

IN WITNESS WHEREOF, The parties have hereunto set their hands and seals, on this Zin day of _______, 1967.

Lawrence C. Faulkner

Mary B. Faulkner

Bobby Gene Balentine

Jackie Fayton

addie I Smith

Security Federal Savings & Loan Assn. of Florence

VOL 942 PAGE 557

Page # 3, continued.

Acknowledged in General Code Form by Robert M. Austin and wife Patty Joe Austin before J.W. Bobo, a Notary Public for Lauderdale County, Alabama. This the 15th day of April, 1967.

Acknowledged in General Code Form by Lawrence C.Faulkner and wife, Mary B. Faulkner before J.W.Bobo, a Notary Public for Lauderdale County, Alabama. This the 15th day of April, 1967.

Acknowledged in General Code Form by Bobby Gene Balentine, a single man before James E.Wilson, City Clerk for Lauderdale County, Alabama. (Seal on record says a Notary Public for State of Alabama at Large. Abstracter)

Acknowledged in General Code Form by Jackie Payton and wife Jane O. Payton before J.W.Bobo, a Notary Public for Lauderdale Conty, Alabama This April 15, 1967

Acknowledged in General Code Form by Raleigh E.Gower and wife Eule E.Gower before J.W.Bobo, a Notary Public for Lauderdale County, Alabama. This the 21st day of April, 1967.

Acknowledged in Code Form by Frederick Moore as Vice President of The First National Bank of Florence before Mary Hazel Blalock, a Notary Public for Lauderdale County, Alabama. This the 21st day of April, 1967.

Acknowledged in Code Form by Grady B.Ward as Treasurer of First Federal Savings and Loan Association of Flowence, a corporation before Mary E. Price, a Notary Public for Lauderdale County, Alabama. This the 21st day of April, 1967.

Acknowledged in Code Form by W.R.Cunningham as Vice President of Security Federal Savings & Loan Association of Florence before J.W.Bobo, a Notary Public for Lauderdale County, Alabama. This the 21st day of April, 1967.

Acknowledged in General Code Form by Malcolm W.Danley and wife Sara May Danley, Dave Smith and wife Addie H.Smith, William A. Hallmark and wife Jean P.Hallmark, Bernice Wayne Bryant and wife Kay Dell Bryant, Edsel C. David and wife Dorothy L.Davis and H.M.Bobo and wife Lena Bobo, all before J.W.Bobo, a Notary Public for Lauderdale County, Alabama. This 14, 15,16 and 20 of April,1967.

Filed, July 17,1967

Recorded, Book 942, Pages 556-563

STATE OF ALABAMA []

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LAUDERDALE COUNTY]

AMENDMENT TO PROTECTIVE COVENANTS

FOR.

UNDERWOOD ESTATES

The undersigned, Lawrence C. Faulkner and wife, Mary B. Faulkner; C. H. Fielder and wife, Earline E. Fielder; H. M. Bobo and wife, Lena Bobo; Malcolm W. Danley and wife, Sara May Danley; Gaylon S. Crosslin and wife, Peggy J. Crosslin; Dennis N. Duggins and wife, Mary Kay Duggins; Raleigh Edward Gower and wife, Eula Emma. Gower: Ruel C. Murks and wife, Virginia Louise Murks; Bobby Gene Darby and wife, Victoria Marget S. Darby; Lawrence J. Specker and wife, Mary L. Specker; David W. Wesson and wife, Shirley A. Wesson; Edsel C. Davis and wife, Dorothy M. Davis; Fred E. Orton, Jr. and wife, Linda G. Orton; Ronald D. Gilchrist and wife, Shelby J. Gilchrist; Ralph T. Mock, Jr., Archic Rayburn Keplinger and wife, Martha Faye Keplinger; James B. Walker and wife, Velma Lee Underwood Walker; Paul W. Taylor and wife, Laura N. Taylor; Sara M. Butler, Metropolitan Life Insurance Company, Security Federal Savings and Loan Association of Florence, First Federal Savings and Loan Association of Florence, Lynn Institute for Savings, The First National Bank of Florence, Sheffield Federal Savings and Loan Association, Liberty National Life Insurance Company, and American Bank, St. Joseph, Tenn., being the owners and all parties having any right, title or interest in all of the property embraced in the subdivision designated as Underwood Estates, situated in Lauderdale County, Alabama, the plat of which is recorded in the office . of the Judge of Probate of Lauderdale County, Alabama in Plat Book 4 at Page 24, do hereby amend the protective covenants heretofore executed

for said subdivision, the same being recorded in Book 841, Page 270 in said Probate Office, by striking Paragraph 2 thereof and substituting in lieu thereof the following Paragraph 2.

2. No building shall be located on any lot nearer than 25 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 a property lot line except that a 5-foot minimum side yard shall be permitted for a garage or other accessory building located 25 feet or more from the front lot line; it being the intention that the side lot line means a boundary line between coterminus land owners when more than one lot or parts of more than one lot are owned by one property owner so that where the phrase, "lot line" is used herein, the same shall be construed to mean the property ownership line if the context so indicates.

IN WITNESS WHEREOF, the parties have hereunto set their hands on this 1314 day of February, 1973.

Laurence C. Faullener	Salla & Niose
Lawrence C. Faulkner	Gaylon S. Crosslin
Mary B. Faulkner	Peggy J. Crosslin
C. H. Fielder	Dennis N. Duggins
Earline E. Fielder	Mary Ley Meggins
Earline E. Fulder	Raleigh Edward Gower
H. M. Bobo Boto-	Eula Emma Dower
Lena Bobo	Eula Emma Gower
Malcolm W. Danley	Ruel C. Murks
Sara May Danley	Virginia Louise Murks
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Bobby Cene Darby	Ronald D. Gilchrist
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Victoria Marget S. Darby,	Shelby J. Gilchrist
Victoria Marget S. Darby	Sherby J. Grichitst
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Mary L. Specker	Archie Rayburn Keplinger
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David W. Wesson	Martha Faye Keplinger
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Shirley A. Wesson	James B. Walker
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Edsel C. Davis	Velma Lee Underwood Walker
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Dorothy M. Davis	Paul W. Taylor (
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LYNN INSTITUTE FOR SAVINGS,

STATE OF ALABAMA

LAUDERDALE COUNTY]

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that Lawrence C. Faulkner and wife, Mary B. Faulkner; C. H. Fielder and wife, Earline E. Fielder; H. M. Bobo and wife, Lena Bobo; Malcolm W. Danley and wife, Sara May Danley; Gaylon S. Crosslin and wife, Peggy J. Crosslin; Dennis N. Duggins and wife, Mary Kay Duggins; Raleigh Edward Gower and wife, Eula Emma Gower; Ruel C. Murks and wife, Virginia Louise Murks; Bobby Gene Darby and wife, Victoria Marget S. Darby; Lawrence J. Specker and wife, Mary L. Specker; David W. Wesson and wife, Shirley A. Wesson; Edsel C. Davis and wife, Dorothy M. Davis; Fred E. Orton, Jr. and wife, Linda G. Orton; Ronald D. Gilchrist and wife, Shelby J. Gilchrist; Ralph T. Mock, Jr., Archie Rayburn Keplinger and wife, Martha Faye Keplinger James B. Walker and wife, Velma Lee Underwood Walker; Paul W. Taylor and wife, Laura N. Taylor; and Sara M. Butler, 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 official seal, this the _______ day of user , 1973.

Motary Public

VOL 1063 PAGE 585

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VOL 1063 FABE 586

STATE OF	1
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	ned Notary Public in and for the State and County
of a parallel do hareby as	entify that .
atoresaid, do hereby ce	ertify that of Metropolitan Life
whose name as	of Metropolitan Life corporation, is signed to the foregoing instru-
Insurance Company, a	corporation, is signed to the foregoing institu-
ment, and who is known	to me, acknowledged before me on this day that,
being informed of the co	ontents of this instrument, he, as such officer and
	cuted the same voluntarily for and as the act of
said corporation.	
Given under my	hand and official seal, this the day of
	Notary Public
	1,000-3
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STATE OF ALABAMA]
LAUDERDALE COUNT	У]
	at Make and Sent the States and County
I, the undersign	ed Notary Public in and for the State and County
aforesaid, do hereby ce	ertify that
whose name as These	ertify that of Security Federal Savings of Security Federal to the fore-
and Loan Association of	i Plorence, a corporation, is signed to the fore
going instrument, and w	who is known to me, acknowledged before me on
this day that, being info	ormed of the contents of this instrument, he, as
	ll authority, executed the same voluntarily for
and as the act of said co	orporation.
0:	hand and official seal, this the 36th day of
Given under my	nano and official seal, this the sea of
Marchi, 1973.	With the state of
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	Notary-Rubile
STATE OF ALABAMA	
LAUDERDALE COUNTY	Y 1
I, the undersign	ed Notary Public in and for the State and County
aforesaid, do hereby ce	ertify that Grady R. Williams
whose name as Preside	ent of First Federal
Savings and Loan Assoc	ciation of Florence, a corporation, is signed to
the foregoing instrumen	nt, and who is known to me, acknowledged before
me on this day that, bei	ing informed of the contents of this instrument,
he, as such officer and	with full authority, executed the same voluntarily
for and as the act of sai	id corporation.
	hand and official seal, this the 26 day of
March , 1973.	
	A 112 / 112 1
/ ·	Notary Public
- F	
8.3 (2)	My commission expires 9-18-76

STATE OF		
STATE OF	<u></u>	
COUNT	Y]	
aforesaid, do hereby cer	ed Notary Public in and for the State and County tify that of Lynn Institute	
whose name as		
for Savings, 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 this instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.		
Given under my l	hand and official seal, this the day of	
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. e *	Notary Public	
STATE OF ALABAMA	1	
LAUDERDALE COUNTY	. 1	
	. Dublic in and for the State and County	
I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that		
Given under my l	hand and official seal, this the 26 day of	
7./		
	Mary Dead Blacket	
	Notally I would	
STATE OF ALABAMA		
LAUDERDALE COUNTY	[]	
I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that		
Given under my l	hand and official seal, this the 27th day of	
	Martha Q. Don'th.	

VOL 1063 PAGE 587

STATE OF	I	•
COUN	ry }	
I, the undersign aforesaid, do hereby ce		nd for the State and County
whose name as		of Liberty Nationa
		igned to the foregoing instru
		before me on this day that,
		nent, he, as such officer and
200 M	uted the same volunta	arily for and as the act of
said corporation.		
Given under my	hand and official seal,	, this the day of
•	Nota	ry Public
STATE OF TENNESSEE	1	
	•	
Lawrence COUN	ן ציד	
I the undersion	ed Notany Public in ar	d for the State and County
aforesaid, do hereby ce	ctify that	D. Green!
whose name as	President	of American Bank
of St. Joseph, Tenn., a	corporation, is signe	d to the foregoing instru-
ment, and who is known		
that, being informed of		
		ame voluntarily for and as
the act of said corporati		
Given under my	nand and official seal,	this the 26th day of
MARCH , 1973.	1	
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THE STATE OF ALABAMA
COUNTY OF LAUDERDALE

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AMENDMENT OF THE PROTECTIVE COVENANTS
REGULATING AND RESTRICTING THE USE AND
OCCUPANCY OF UNDERWOOD ESTATES,
A SUBDIVISION IN LAUDERDALE COUNTY, ALABAMA,
AS RECORDED IN NEW PLAT BOOK 4 AT PAGE 24 ET SEO
IN THE OFFICE OF THE JUDGE OF PROBATE

We, the undersigned, being the majority of owners of the lots of Underwood Estates, a subdivision in Lauderdale County, Alabama, do hereby consent, vote and acquiesce to the amendment of the protective covenants currently regulating and restricting the use and occupancy of the lots described herein. Said covenants, which are recorded in the office of the Judge of Probate for Lauderdale County, Alabama in volume 841 at page 270 et seq., are hereby amended by the adoption of these Protective Covenants. By virtue of this document all present and future owners of the lots described herein shall be subject to the covenants and restrictions set forth below expressly and exclusively for the benefit of the property and of each and every person or entity who now or in the future owns any portion or portions of the real property.

These amended covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 10 years from the date these amended covenants are recorded after which time said covenants shall be automatically extended for successive periods of 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 is 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 person or persons owing any real property situated in said subdivision to prosecute any proceedings in law or in 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 no wise affect any of the other provisions which shall remain in full force and affect.

- No lot shall be used except for residential purposes.
- 2. No building shall be located on any lot nearer than 25 feet to the front lot line or nearer that 8 feet to any side street line. No building shall be located nearer than 8 feet to an interior lot line except that a 5 foot minimum side yard shall be permitted for a garage or other accessory building located 25 feet or more from the front lot line.

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- 3. No dwelling shall be erected or placed on any lot having a width of less than 100 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 10,000 square feet.
- 4. Easements to each individual lot for installation an maintenance of utilities and drainage facilities are reserved, as shown on the recorded plat, the granting of these easements and rights of access thereto shall not prevent the use of the area by the owner for any permitted purpose except for buildings.
- 5. No noxious or offensive activity shall be called upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- 6. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other wastes shall not be except in sanitary container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- 7. No exposed concrete block, no imitation brick siding or similar materials, no tar paper or asbestos siding and all materials used are to be of good quality.
 - 8. A minimum of 1200 square feet of floor space to be in each house.
- 9. No structure of a temporary character, trailer, mobile home, manufactured housing, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
- 10. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lots. Dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

IN WITNESS WHEREOF, the parties hereto, owners of the above described subdivision, have hereunto affixed their hands and seals, on this _______, day of ________, 1996.

		OWNER(S)	WITNESS:
	Block 1 Lot 1	Ellis Dangler Daving	Lillie C. Towell
	Block 1 Lot 2		
	Block 1 Lot 3		0.01
	Block 1 Lot 4	End & Lyndon Heale Lyndon	Fillie C. forvell
	Block 1 Lot 5	Ronald E. Lyndon Glendedepolon	Lillie C. fowell
_	Block 1 Lot 6	Ellis Lanky New Darky	Lillie C. Jowel
	Block 2 Lot 1		
	Block 2 Lot 2		
	Block 2 Lot 3		
	Block 2 Lot 4		
	Block 2 Lot 5		
	Block 3 Lot 1		1777 O.D
	Block 3 Lot 2	Whome Tries Al All	Lillie C. Jones
	Block 3 Lot 3	Berall Mortgowy Villy Mortgomen	Charles H. Powell
		, , ,	

FICHELES PHAMES Lillie Citorel Charles H. Bourel Doretty M. Davis Block 4 Lot 1 Lillie Cifarel Charles H. Roevell Dorethym. Danis Block 4 Lot 2 Block 4 Lot 3 Block 4 Lot 4 ul Lille Block 4 Lot 5 Block 4 Lot 6 Jany Stopworth Deberal B. Skiphall Karen M. Buth Trong M. Butler Block 4 Lot 7 Mehosa Mk Lilliel . fowell L.C. Davis Dessebym, Davis Lillie C. formel Block 4 Lot 9 Killie C. Powell Block 4 Lot 10 Edsel C. Bayin Darethym Danis Lillie C. formelf Jacqueline R. Chatam Dolores anderson Block 5 Lot 1 Marles H. Pawell Mich o True Peggy & Loue Block 5 Lot 2 Charles H. Powell Keun Corrows Block 5 Lot 3 Lillie C. Powell Block 5 Lot 4 Block 5 Lot 5 Block 6 Lot 1 Block 6 Lot 2 Block 6 Lot 3 Block 6 Lot 4 Block 6 Lot 5 Block 6 Lot 6 Block 6 Lot 7 Block 6 Lot 8 Block 7 Lot 1 Clarles H. Sowell Block 7 Lot 2 Ond tacker Kuthern Jusher Charles H. Powell Block 7 Lot 3 Lillie C. Powell Block 7 Lot 4 Block 7 Lot 5 Block 7 Lot 6 Block 7 Lot 7 Block 7 Lot 8 Block 7 Lot 9 Block 7 Lot 10 Laybur Tylinger Matta Viprige. Block 8 Lot 1 Grus Walker Think Thyahor Block 8 Lot 2 Come Busher thema To so the Oharles H. Kowell Block 8 Lot 3

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Block 8 Lot 4	Dauf & Nester Kyon S. Histor	Fillice Powel
Block 8 Lot 5	nay & Hester Kim A. Hester	Billie C. forwall
Block 8 Lot 6 2	amellway to the Houd	Lillie C formell
Block 8 Lot 7	Kendhw. wift father with	Lillie C. for ell
Block 9 Lot 1	Sue Quillen	Lillie C. Joniel
Block 9 Lot 2	Sue Quiller	Lillie C. Jomes
Block 9 Lot 3		•
Block 9 Lot 4		A manufact and state of the production of the state of th
Block 10 Lot 1	·	
Block 10 Lot 2		

THIS INSTRUMENT PREPARED BY: RANDY K. THIGPEN Attorney at Law 412 South Court Street Suite 109 Florence, Alabama 35630 (205) 764 - 9997

Nov 5 II 10 MH 196