

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
PERTAINING TO WILLOWBROOK SUBDIVISION**

Recording Fee 23.00  
TOTAL 23.00

Longway Investments, LLC (the "Developer") is the owner and developer of that certain real property located in and designated as Willowbrook Subdivision (the "Subdivision"). The Developer hereby adopts and imposes the following covenants, conditions and restrictions (collectively referred to as "Covenants") on all lots in the Subdivision.

**GENERAL CONDITIONS**

1. The Covenants shall run with the land and shall be binding on all the parties and all persons claiming under them for ten (10) years from the date the plat of the Subdivision is filed of record in the Office of the Judge of Probate of Lauderdale County, Alabama, after which time, the Covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of at least seventy-five percent (75.00%) of lot owners of record at such time. No amendment is effective until it is duly recorded. The term "record owners" shall not include mortgagees. Lot owners (even if there is more than one record owner of any lot) shall have one vote for each lot owned in the Subdivision.
2. If any person 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 subdivision or for Willowbrook Homeowners Association to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and wither to prevent him or them from doing or to recover damages for such violations, or both, and in the event of a breach of said Covenants, the person or persons committing the breach shall pay all cost of enforcing these Covenants, including a reasonable attorney's fee.
3. Invalidation of any one of these Covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

**COVENANTS AND RESTRICTIONS**

1. **HOMEOWNERS ASSOCIATION:** Every owner of a residential lot in the Subdivision shall be a member of Willowbrook Homeowners Association (the "Association"). The membership rights and obligations, as well as all fees, dues and assessments imposed by the Association are set forth in these Covenants and the Articles of Incorporation and By-Laws of the Association. All members shall be bound by the terms set forth in all legal documents of the Association.
2. **RESIDENTIAL USE:** No lot or part thereof shall be occupied, used or maintained except as a single-family residence (as defined by the City of Florence R-1 guidelines). No business or business activity shall be conducted in or upon any lot at any time. Leasing or rental of a residence shall not be considered use as a business or business activity.
3. **LOT SIZE AND DIVISION:** No lot shall be subdivided, or its boundary lines altered, except with the prior written approval of the Developer, the Board, and the ARC. Any approved division shall be recorded and made a permanent part of the plat of the Subdivision.
4. **ARCHITECTURAL REVIEW COMMITTEE:** The Association shall have an Architectural Review Committee (hereafter called the "ARC"), which shall be charged with the enforcement of all restrictions and limits set forth in these Covenants and the Association By-Laws. The ARC will be composed of three (3) members. The initial members will be Brian Longshore, Jolie Lauderdale and Mike Randall. In the event of death or resignation of any member of the ARC, his or her replacement shall be appointed according to the process outlined in the By-Laws of this Association. No member of the ARC will be entitled to any monetary compensation for services performed pursuant to these Covenants.

In carrying out its responsibilities under the Covenants, the ARC shall be guided by the following considerations and objectives:

a. **Land Clearing:** Preventing excessive or unsightly grading, indiscriminate earth moving or clearing of property, removal of trees and vegetation which could cause disruptions of natural water courses or sear natural land forms.

b. **Driveway/Parking:** All homes must have a driveway of a permanent nature, constructed of concrete or brick paver. All driveways must be completed at the time of completion of main dwelling structure and must be designed in a fashion to accommodate cars for both owners and guests.

c. **Outdoor equipment:** All garbage and trash containers, bottled gas tanks, swimming pool equipment and housing, HVAC units, sprinkler pumps and other outdoor equipment must be placed at a site or screened so as to not be readily visible from any adjacent street or property. Adequate landscaping shall be installed around these facilities and maintained by the owner.

d. **Trucks, Commercial Vehicles, Recreational Vehicles, Boats, Campers and Trailers and Utility or Recreational Trailers:** No commercial truck, commercial vehicle, or equipment shall be permitted to be parked or to be stored at any place on the property. This prohibition on parking shall not apply to temporary parking of trucks and commercial vehicles used for short time pick-up and delivery. No boat, boat trailer, or other trailer of any kind, camper, mobile home, motor home, or disabled vehicles shall be permitted to be parked or stored unless fully enclosed inside a structure. None of the aforementioned vehicles shall be used as a residence for any length of time. Motor homes, travel trailers, campers, boats and recreational or utility trailers are not to be parked on the streets.

e. **Fences:** No fencing in excess of six (6) feet in height shall be allowed on any lot. No chain link fences shall be allowed on any lot. All fences, hedges, or ornamental structures must be approved in writing by the ARC prior to construction thereof. Fencing for any Lot is to be located at the rear and sides of any residence and at no time will be allowed in the front yard of any dwelling. At no time shall any vehicle, whether operable or inoperable, be parked on lawns or vacant lots. No parking of any kind shall be allowed on the common grounds or undeveloped lots of the subdivision.

f. **Mailboxes:** Mailboxes must be standardized and approved by the Association. Mailboxes shall be a masonry type style and shall compliment the architectural style of the dwelling and shall contain only the family name, home number and street name of the lot, as approved by the Association. No further inscription, painting, ornaments or artistry shall be allowed.

g. **Landscaping:** Landscaping and the building of driveways and installation of mailboxes within utility easements are permissible; however, it is the responsibility of the property owner to remove the same if access to the utilities is necessary. Landscaping must be complete 90 days after completion of the home.

h. **Pools and pool enclosures:** All pools, pool enclosures, spas or Jacuzzis must be designed to compliment the architectural components of the dwelling. No above ground pools shall be installed



on any lot. All pools, pool enclosures, spas and Jacuzzis and equipment must be approved by the ARC in writing prior to construction.

i. **Roads/Streets:** Developer has constructed and hereby dedicates to the Association all streets shown on the plat of the Subdivision. The streets shall be for public use as roads. The Association shall be responsible for the maintenance and repair of such streets.

5. **POWERS OF THE ARCHITECTURAL REVIEW COMMITTEE:** The ARC shall approve or disapprove construction plans for all lots in the Subdivision. Construction, renovation, repair or alteration of any residence, outbuilding, fence, wall or structure, or exterior surface or roof of any such structures, shall NOT be commenced on any Lot until the plans and specifications showing the nature, kind, shape, height, materials and color to be used have been submitted to and approved in writing by the ARC. Prior to commencement of any work, the ARC shall review and approve all submissions for new construction, including, but not limited to, homes and any additions thereto, outbuildings and any additions thereto, walls, fences, decks, driveways, swimming pools or hot tubs, re-roofing, change in exterior color schemes, landscaping or any other project which materially alters the exterior of a residence or lot or requires the issuance of a City of Florence Building Permit. Without limiting the foregoing, such plans and specifications must include a detailed statement of the colors of any paints or materials to be used on exterior surfaces and roofs. Only neutral colors will be approved; such colors may include, but will not be limited to tan, brown, gray, charcoal, white, beige or like color. No unusual colors will be approved. The ARC will provide written acknowledgement of receipt of plans submitted for review and will provide a Notice of Approval within seven (7) days of review of said submission. If the ARC fails to approve or deny such plans within thirty (30) days of submission, then the plans shall be deemed to have been approved by the ARC. The ARC shall issue a written decision to the lot owner summarizing the specific reasons for its decision.

All construction plans to be reviewed shall include the following:

- Set of proposed plans and specifications
- Site plan
- Proof of payment of current Association dues and fees

The ARC, in its sole discretion, may deny any plans submitted for approval. Denial of plans submitted to the ARC for review may be based upon, but not limited to, the following factors:

- a. Failure to include information required herein;
- b. Failure to include information as requested for clarification to the ARC;
- c. Failure of any plans, specifications or materials to comply with any covenant, condition or restriction listed herein;
- d. Objection by the ARC to the exterior design, appearance or material for any proposed building construction, repair or replacement;
- e. Incompatibility of proposed construction with existing structures on a lot or surrounding Lots;
- f. Objection to the location of a proposed structure on any Lot or with reference to surrounding Lots;
- g. Objections to the proposed color, finish, proportions, style, architecture, height, bulk or
- h. appropriateness of any structure

Notwithstanding the foregoing, or any other provision of these Covenants, the Association By-Laws or the recorded plat, the ARC, in its sole discretion, may waive any provision of these Covenants. Any Owner

may appeal the decision of the ARC to the Board of Directors by providing written notice of such appeal to the Board, with a copy of such notice to be provided to the ARC. The Board shall consider the appeal at its next regular meeting or, if earlier, at a special meeting called by the President of the Board. The Owner shall have the burden of proving to the Board that the decision by the ARC was unreasonable or without competent basis in fact. The Board shall have the final word on the appeal and shall render, in writing, ultimate approval or disapproval within three (3) days of hearing the appeal. The ARC may have representation at the consideration of appeal to offer rebuttal or clarification.

If an Owner violates any of these Covenants, the ARC shall notify that Owner of the violations and request that the violation be cured within seven (7) days of receipt of notice. If the Owner fails to cure the violation within seven (7) days after receiving the notice, the Owner shall incur a fine of twenty-five dollars (\$25.00) per day will be levied against the Lot until plans are received and approved in writing by the ARC or until Owner notifies ARC that no construction will be undertaken and an effort to return Lot to the condition existing prior to commencement of unauthorized work is begun. Should unauthorized and non-compliant construction be completed on any lot without prior ARC approval, Owner will be notified in writing to bring said project into compliance based on conditions and restrictions provided for herein; or, Owner will be instructed to begin effort to return Lot to the condition existing prior to commencement of unauthorized construction.

Owner will be given seven (7) days to comply or to begin compliance; after seven (7) days, a fine of fifty dollars (\$50.00) per day will be levied against the Lot until compliance is achieved to the satisfaction of the ARC. In the event the aforementioned actions requested by the ARC are not complied with, the matter will be referred to the Board of Directors for appropriate legal action.

6. CONSTRUCTION QUALITY AND SIZE OF STRUCTURES: All houses shall have a minimum square footage of 3,000 square feet of heated and cooled living space basements, porches, and attached garages are not included in the minimum square footage. Construction of any house or building must be fully completed within 12 months of the commencement of construction and no unfinished home may be occupied. The visible surface of the foundation of any structure must be covered with the same brick as the residence. The exterior of any structure must be at least 75% masonry. All homes/buildings must have good quality workmanship and materials. All outbuildings and detached garages, permissible for the storage of not more than three cars, are to be constructed from the same materials as the main structure. No structure shall exceed thirty-five (35) feet in height. The maximum site coverage by all structures shall be no more than thirty-five (35) percent.

No building shall be built closer than 30 feet to the front lot line, 10 feet to the rear lot line, and 8 feet to any side lot line.

#### **SEVERABILITY**

Invalidation of any one of these protective covenants or restrictions by judgment or Court shall in no way effect any of the other provisions which shall remain in full force and effect.

#### **MISCELLANEOUS**

If there is a conflict between Protective Covenants and the subdivision plat, the plat will override these covenants.

Executed this 31st day of May, 2018.

{Signatures and notary acknowledgements on following page}



Developer

Brian L. Longshore

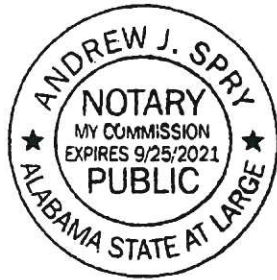
By: Brian L. Longshore

Its: Sole Member

STATE OF ALABAMA  
COUNTY OF LAUDERDALE

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Brian L. Longshore, whose name as Sole Member of Longway Investments, LLC is signed to the foregoing Declaration of Covenants, Conditions and Restrictions, and who is known to me, acknowledged before me on this day that being informed of the contents of the foregoing instrument, he, in his capacity as such member and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this the 31st day of May, 2018.



Andrew J. Spry  
Notary Public  
My commission expires: 9/25/2021