

PROTECTIVE COVENANTS - INDIAN SPRINGS III

WHEREAS, the undersigned, Indian Springs, a general partnership, is the owner of all that certain property described in Exhibit "A" which is attached hereto and made a part thereof and being located in Lauderdale County, Alabama.

WHEREAS, the above named general partnership, is willing and desirous of impressing the hereinafter stated covenants, conditions, restrictions, and reservations on the above described property.

NOW, THEREFORE, in order to carry out the foregoing purpose and intent of the undersigned owner hereby impresses and imposes the following covenants, conditions, restrictions, and reservations on the above described tract of land.

1. The tract covered by these covenants as above described shall be used only as residential lots. No structure shall be erected, altered or permitted to remain other than one dwelling not to exceed two stories in height, a private garage, servants quarters and other outbuildings incidental to residential use of the lot within City of Florence R-1 Requirements provided further that, such owner will first obtain the written approval of the Architectural Control Committee.

2. The location of residence on the tracts of land shall be as herein provided, and in no event shall any dwelling be erected, or any property used in violation of the R-1 Requirements as set out in the Municipal Code of the City of Florence. No portion of any residence shall be nearer than 50 feet to front property line, 15 feet to side property line, and 25 feet to rear property line. On corner lots the minimum side yard setback on street shall be 30 feet. No detached garage or outbuilding shall be placed nearer to any property line than as specified above. The Architectural Control Committee may, in its discretion, in hardship cases where there are extenuating circumstances allow the erection of a residence nearer than fifty feet (50') to the front property line; however, no residence, even with the approval of the Architectural Control Committee, shall be erected nearer than thirty-five feet (35') to the front property line.

3. The ground floor area of the main residence exclusive of open porches and garages shall not be less than 2000 square feet in the case of one story dwelling. The ground floor area of the main residence exclusive of open porches and garages shall not be less than 1500 square feet with a total of not less than 2500 square feet of livable floor space in any two story dwelling.

4. No noxious or offensive trade or activity shall be conducted upon any lot, nor shall anything be done thereon that may be or become an annoyance or nuisance to the neighborhood.

5. Neither of said tracts nor any part thereof shall be used as a roadway, foot path, trail, or access way of any kind to provide any person or persons with access or entry to Lake Wilson, other than the owner of said tract, his or her family and their bona fide guests, except easements that are especially and specifically granted in writing and dedicated by appropriate map or plat, or granted in writing to the respective owners hereof.

Persons who are not bona fide guests shall include, but are not limited to, the following:

- (a) Any person who parts with a consideration for the use of said roadway, foot path, trail, or access way.
- (b) Any person who is granted the right, license, or easement to use any path of either of said tracts as such roadway, foot path, trail, or access way by written instrument or by reason of the ownership of real property other than the above described tracts.

6. No building other than a soundly constructed boat house including uncovered decks and piers shall be located nearer than 50 feet to the 505 Contour Line, or within 10 feet to any side lot Line. The boat house must be constructed with no more than an uncovered deck or roof over it. Said boat house shall not project into the water more than 25' 0" from the highest usual water level at the shoreline or no more than half way across the slough, whichever is the shortest distance. Design of the boat house must be approved by the Architectural Control Committee before construction.

7. The use of concrete block, composition or asphalt exterior siding, sheets, shingles, or asbestos siding on any building or structure is expressly prohibited, except where written approval is obtained from the Architectural Control Committee.

8. No trailer, bus body or like structure, tent, shack, garage, basement or permitted outbuilding, placed or erected on any lot in said subdivision shall be at any time used as a residence, either temporary or permanent, nor shall any residence of a temporary character be permitted under any circumstances, except as herein provided. The removal of wheels or the affixing or placing of any trailer, mobile home or like device or structure to a permanent foundation shall not take the use of any such trailer, mobile home or like device or structure outside the prohibition.

9. Any fence, tree house or like structures erected on any lot must have the approval of the Architectural Control Committee. Material and construction must be in such a manner so as not to obstruct the adjacent property owners' view of that portion of the lake and water front which but for said fence or structure would be visible from such adjacent lot or lots.

10. No animals or livestock of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided 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.

11. The street and lake frontage of all lots shall be maintained clean and neat at all times and no noxious or offensive conditions shall be continued thereon or thereabouts. No lot shall be used or maintained as a dumping ground for rubbish or garbage. Trash, garbage or other waste shall not be kept except in sanitary containers and all incinerators or other equipment and containers for the storage or disposal of such material shall be kept in a clean and sanitary condition. It is expressly required that all toilet and sewage facilities shall at all times meet the minimum health and sanitation specifications as required by the Public Health Authority of the municipal, county and state governments, and the use of house boats, cruisers and other type of water conveyances that are regularly docked at any of the property as a permanent residence is expressly prohibited. Furthermore, no boat docked on the shores, no matter how temporary the stay there, may use a toilet that evacuates raw, untreated sewage into the water. The toilet for a temporary boat docked on shore must have, as a minimum standard of sanitation, a toilet that micro-pulverizes and then effectively chemically treats all sewage before ejection into the water. The shoreline

shall in no way be used as a rental docking space or for any other commercial endeavor. Neither shall it be used as a regular docking space for others than the Owner, except, the property Owners may allow docking by friends not to exceed a period of two weeks, and provided further, that the boats of said friends if equipped with toilets meet the above requirements. It being the purpose and intent of this covenant to prohibit and prevent the systematic dumping of sewage and waste into the waters abutting the property covered by these covenants.

12. 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.

13. No sign of any kind shall be displayed in public view on any lot except one professionally prepared sign advertising the property for sale or rent, or signs used by a builder, or owner to advertise the property during the construction and sale thereof.

14. Any permanent changes to or variance from any of the provisions of the protective covenants herewith filed may be made by an instrument in writing, clearly indicating such intention, duly executed by the then record owners of three-fourth of the lots in said tract, said instrument being duly acknowledged according to law and recorded in the office of the Judge of Probate of Lauderdale County, Alabama.

15. If the parties hereto, or any of them, or their heirs or assigns or successors, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons, corporation, or corporations, or any other legal entity owning any real property covered by these covenants, to prosecute any proceedings at law or in equity against the person or other party or entity violating or attempting to violate any such covenant, and either to prevent him or them or such entity from doing or to recover damages for such violation.

16. No building shall be erected, placed or altered on any lot in this tract until the building plans, specifications and lot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing or proposed structures in the land embraced in the tract above described, and no location of buildings with respect to topo-

graphy and finished ground elevation, by a committee composed of Paul E. Barr, William S. Tune, Quintus A. Langstaff, Harry Smith, and William H. Martin, III, or by a representative designated by said committee. In the event the members of the Committee cannot agree on any matter, a majority shall control. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. Upon such death or resignation, the remaining members of the Committee shall select a successor within thirty (30) days thereafter. In the event said Committee, or its designated representative fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with.

Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative shall cease on and after July, 1988. Thereafter the approval described in this covenant shall not be required unless, prior to said date, and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this tract and duly recorded, appointing a representative or representatives who shall thereafter exercise the same power previously exercised by said committee.

Invalidation of any one of these covenants or any group of them by a judgment or court order in no way shall affect any of the other provisions which shall remain in full force and effect.

17. No boat, truck, trailer or any structure or vehicle of a temporary or a mobile nature, other than a passenger automobile, motorcycle or bicycle shall be regularly parked, stored or exhibited on any lot in any manner that would be conspicuous or offensive to the neighborhood, and also such temporary structures or other vehicles must be so stored or parked either in a regularly constructed garage or other shelter, or the same are expressly prohibited to be on said property on a regularly basis; provided, however, nothing in this covenant shall be construed to alter or modify the provisions of Covenant No.8.

IN WITNESS WHEREOF, the undersigned hereby adopts, ratifies and confirms the foregoing by causing this instrument to be executed by its duly authorized partners on this the 27 day of March, 1981.

INDIAN SPRINGS, A GENERAL PARTNERSHIP

ATTEST:

William S. Tune

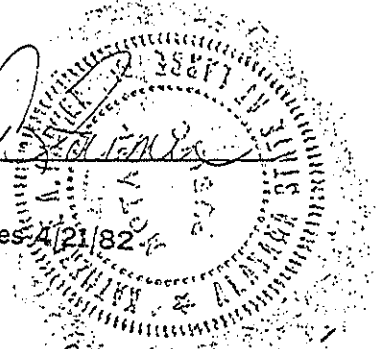
BY

Paul E. Barr
PARTNER

STATE OF ALABAMA §

LAUDERDALE COUNTY §

I, the undersigned, a Notary Public in and for the State and County aforesaid, hereby certify that Paul E. Barr, whose name as a Partner of Indian Springs, a general partnership, 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, with full authority executed the same voluntarily for the said general partnership.

Katherine A. Collier
My Commission Expires 4/21/82


Paul E. Barr
Paul E. Barr

Nina L. Barr
Nina L. Barr

William S. Tune
William S. Tune

Frances B. Tune
Frances B. Tune

William H. Martin, III
William H. Martin, III

Cornelia L. Martin
Cornelia L. Martin

Quintus A. Langstaff
Quintus A. Langstaff

June L. Langstaff
June L. Langstaff

Harry L. Smith
Harry L. Smith

Mary Elizabeth Smith
Mary Elizabeth Smith

Redus Christian Collier, Jr.
Redus Christian Collier, Jr.

Pamela W. Collier
Pamela W. Collier

James A. Brink
James A. Brink

Barbara J. Brink
Barbara J. Brink

EXHIBIT "A"

That certain Subdivision known as designated as Indian Springs III. According to the plat thereof recorded in the office of the Judge of Probate of Lauderdale County Alabama in plat book 5 at Pages 91-92.

STATE OF ALABAMA,
LAUDERDALE COUNTY, PROBATE COURT
I hereby certify that the foregoing instrument was
filed to record in this office on June 8, 1981
at 11:29 AM clock and duly recorded in Vol. 1188 Page 351-356-A
Deed Tax \$..... Mig. Tax..... Fee 10.50
William H. Duncan Judge of Probate

Filed: June 8, 1981

Recorded: Book 1188, Pages 351-356-A

Vol. 1188 page 356-A

10078

FIGHE 88-0154 FRAME E005

PROTECTIVE COVENANTS

INDIAN SPRINGS III

EXTENSION AND REAFFIRMATION

WHEREAS, the undersigned are the owners of more than three fourths (3/4) of the lots that constitute that certain subdivision known and described as Indian Springs III as the same appears of record in the office of the Judge of Probate, Lauderdale County, Alabama, Platbook 5, Pages 91 and 92, and

WHEREAS, heretofore on the 27th day of March, 1981 the owners of said subdivision imposed certain protective covenants in regard to the use and development of said subdivision, the same being recorded in Volume 1188, Pages 351-356A of said Probate Office.

WHEREAS, in and by said covenants, it was provided in covenant number 16 that the power and duty of the Architectural Control Committee as therein named, would cease after July, 1988 unless their power was extended by written instrument.

WHEREAS, it is in the best interest of the owners of the subdivision that covenant 16 be extended, and that certain covenants be amended and modified.

NOW THEREFORE, in consideration of the premises, and in order to protect the interest of all property owners, the undersigned owners hereby impress and impose the following covenants, conditions, restrictions, and reservations on the above described subdivision (these covenants are in place of and supersede the covenants heretofore filed).

1. The tract covered by these covenants as above described shall be used only as residential lots, and no commercial, professional, or business activities, enterprises, or endeavors, whatsoever, shall be allowed in said subdivision. No structure shall be erected, altered or

permitted to remain other than one dwelling not to exceed two stories in height, in addition thereto, each dwelling may have a basement, a private garage, servants quarters and other outbuildings incidental to residential use of the lot within City of Florence R-1 Requirements provided further that such owner will first obtain the written approval of the Architectural Control Committee.

2. No portion of any residence shall be nearer than 50 feet to front property line, 15 feet to side property line, and 25 feet to rear property line. On corner lots the minimum side yard setback on street shall be 30 feet. No detached garage or outbuilding shall be placed nearer to any property line than as specified above. The Architectural Control Committee may, in its discretion, in hardship cases where there are extenuating circumstances allow the erection of a residence, or outbuilding nearer the front, rear, and side property lines than as above set out; provided, however, in no event shall any residence be erected in violation of the R-1 requirements as set out in the Municipal Code of the City of Florence, nor shall any residence (under any circumstances) be erected nearer than thirty (30) feet to the front property line.

3. The ground floor area of the main residence exclusive of open porches and garages shall not be less than 2,000 square feet in the case of one story dwelling. The ground floor area of the main residence exclusive of open porches and garages shall not be less than 1,500 square feet with a total of not less than 2,500 square feet of livable floor space in any two story dwelling. In order to satisfy this requirement, said minimum square feet area must be enclosed, and be heated and air conditioned. The two story requirement can be satisfied with basement space, provided the same is heated and air conditioned, and provided there is written permission secured from the Architectural Control Committee.

4. No noxious or offensive trade or activity shall be conducted upon any lot, nor shall anything be done thereon that may be or become an annoyance or nuisance to the neighborhood.

5. Neither of said tracts nor any part thereof shall be used as a roadway, foot path, trail, or access way of any kind to provide any person or persons with access or entry to Lake Wilson, other than the owner of said tract, his or her family and their bona fide guests, except easements that are especially and specifically granted in writing and dedicated by appropriate map or plat, or granted in writing to the respective owners hereof.

Persons who are not bona fide guests shall include, but are not limited to, the following:

(a) Any person who parts with a consideration for the use of said roadway, foot path, trail, or access way.

(b) Any person who is granted the right, license, or easement to use any path of either of said tracts as such roadway, foot path, trail, or access way by written instrument or by reason of the ownership of real property other than the above described tracts.

6. No building other than a soundly constructed boat house including uncovered decks and piers shall be located nearer than 50 feet to the 505 Contour Line, or within 10 feet to any side lot Line. The boat house may have an uncovered deck or roof over it, but no walls that enclose the structure shall be allowed, and no boat house shall be used for a dwelling, either temporary or permanent. Said boat house shall not project into the water more than 25' 0" from the highest usual water level at the shoreline, or no more than one third (1/3) of the way across the slough, whichever is the shortest distance. Design of the boat house must be approved by the Architectural Control Committee before construction.

7. The use of concrete block, aluminum, composition or asphalt exterior siding, sheets, shingles, or asbestos siding on any building or structure is expressly prohibited, except where written approval is obtained from the Architectural Control Committee.

8. No trailer, mobile home, bus body or like structure, tent, shack, garage, basement or permitted outbuilding, placed or erected on any lot in said subdivision shall be at any time used as a residence, either temporary or permanent, nor shall any residence of a temporary character be permitted under any circumstances, except as herein provided. The removal of wheels or the affixing or placing of any trailer, mobile home or like device or structure to a permanent foundation shall not take the use of any such trailer, mobile home or like device or structure outside the prohibition.

9. Any fence, tree house or like structures erected on any lot must have the approval of the Architectural Control Committee. Material and construction must be in such a manner so as not to obstruct the adjacent property owners' view of that portion of the lake and water front which but for said fence or structure would be visible from such adjacent lot or lots. Chain link fences, or similar metallic fences are expressly prohibited.

10. No animals or livestock of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided 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.

11. The street and lake frontage of all lots shall be maintained clean and neat at all times and no noxious or offensive conditions shall be continued thereon or thereabouts. No lot shall be used or maintained as a

dumping ground for rubbish or garbage. Trash, garbage or other waste shall not be kept except in sanitary containers and all incinerators or other equipment and containers for the storage of disposal of such material shall be kept in a clean and sanitary condition. It is expressly required that all toilet and sewage facilities shall at all times meet the minimum health and sanitation specifications as required by the Public Health Authority of the municipal, county and state governments, and the use of house boats, cruisers and other type of water conveyances that are regularly docked at any of the property as a permanent or temporary residence is expressly prohibited. Furthermore, no boat docked on the shores, no matter how temporary the stay there, may use a toilet that evacuates raw, untreated sewage into the water. The toilet for a temporary boat docked on shore must have, as a minimum standard of sanitation, a toilet that micro-pulverizes and then effectively chemically treats all sewage before ejection into the water. The shoreline shall in no way be used as a rental docking space or for any other commercial endeavor. Neither shall it be used as a regular docking space for others than the Owner, except, the property Owners may allow docking by friends not to exceed a period of two weeks, and provided further, that the boats of said friends if equipped with toilets meet the above requirements. It being the purpose and intent of this covenant to prohibit and prevent the systematic dumping of sewage and waste into the waters abutting the property covered by these covenants.

12. 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.

13. No sign of any kind shall be displayed in public view on any lot except one professionally prepared sign advertising the property for sale or rent, or signs used by a builder, or owner to advertise the property during the construction and sale thereof.

14. Any permanent changes to or variance from any of the provisions of the protective covenants herewith filed may be made by an instrument in writing, clearly indicating such intention, duly executed by the then record owners of three-fourth of the lots in said tract, said instrument being duly acknowledged according to law and recorded in the office of the Judge of Probate of Lauderdale County, Alabama.

15. If the parties hereto, or any of them, or their heirs or assigns or successors, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons, corporation, or corporations, or any other legal entity owning any real property covered by these covenants, to prosecute any proceedings at law or in equity against the person or other party or entity violating or attempting to violate any such covenant, and either to prevent him or them or such, entity from doing or to recover damages for such violation.

16. No building shall be erected, placed or altered on any lot in this subdivision until the building plans, specifications, and lot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing or proposed structures in the land embraced in the subdivision, and no location of buildings with respect to topography and finished ground elevation shall be allowed without the approval of a committee composed of William S. Tune and William M. Paxton, Jr., or by a representative designated by said committee. In the event of death or resignation of any member of said committee, the remaining member or members

shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. Upon such death or resignation, the remaining members of the Committee shall select a successor within thirty (30) days thereafter. In the event said Committee, or its designated representative fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with.

Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative shall continue during the terms of these covenants. Thereafter the approval described in this covenant shall not be required unless, prior to said date, and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this tract and duly recorded, appointing a representative or representatives who shall thereafter exercise the same power previously exercised by said committee.

Invalidation of any one of these covenants or any group of them by a judgment or court order in no way shall affect any of the other provisions which shall remain in full force and effect.

17. No boat, truck, trailer or any structure or vehicle of a temporary or a mobile nature, other than a passenger automobile, motorcycle or bicycle shall be regularly parked, stored or exhibited on any lot in any manner that would be conspicuous or offensive to the neighborhood, and also such temporary structures or other

vehicles must be so stored or parked either in a regularly constructed garage or other shelter, or the same are expressly prohibited to be on said property on a regularly basis; provided, however, nothing in this covenant shall be construed to alter or modify the provisions of Covenant No. 8.

18. No television disk, dish, antenna shaped like a disk or dish, or any similar apparatus, device, or equipment, regardless of its size, shape, or description shall be installed, erected, maintained, or allowed to stand on any lot in the subdivision or any other property in said subdivision, it being the purpose and intent of this covenant to expressly prohibit the erection, installation, standing or maintenance of any such structure, equipment, television disk or dish on any part of said subdivision.

19. Open carport's are expressly prohibited, and all residential dwelling houses must have enclosed garages only.

20. These covenants shall expire on the 1st day of June, 2008, unless extended by written instrument executed by three fourths (3/4) of the record owners of the lots of said subdivision.

IN WITNESS WHEREOF, the undersigned hereby adopts, ratifies and confirms the foregoing by causing this instrument to be executed by its duly authorized partners on this the 18th day of July, 1988.

INDIAN SPRINGS INVESTMENT CO.

by William M. Paxton Jr.
its partner

by William M. Paxton Jr.
its partner

STATE OF ALABAMA)
)
LAUDERDALE COUNTY)

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that William M. Paxton, Jr., whose name as partner of Indian Springs Investment Co., a partnership, 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 authority, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 18th day of July, 1988.

Holly M. Hanson
Notary Public

STATE OF ALABAMA)
LAUDERDALE COUNTY)

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that William S. Tune, whose name as partner of Indian Springs Investment Co., a partnership, 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 authority, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 18th day of July, 1988.

Holly M. Hanson
Notary Public

STATE OF ALABAMA,
LAUDERDALE COUNTY, PROBATE COURT
I hereby certify that the foregoing instrument was filed to record in this office on July 22, 1988 at 4:40 pm o'clock and duly recorded in Fiche 88-0154 Frame E005-E013 Deed Tax 22.50 Mtg. Tax - Fee 22.50

Neil Buchanan Judge of Probate

STATE OF ALABAMA
LAUDERDALE COUNTY
JUL 22 4 40 PM '88
JUDGE OF PROBATE

002160
PROTECTIVE COVENANTS

INDIAN SPRINGS III

FICHE 94-538 FRAME 67

IMPOSITION OF ADDITIONAL COVENANTS UPON LOT 93,

AND LOTS 95 THROUGH 97 INCLUSIVE,

AND LOTS 119 THROUGH 124 INCLUSIVE

WHEREAS, the undersigned are all the owners of the above described lots that are located in that certain subdivision known and described as Indian Springs III as the same appears of record in the office of the Judge of Probate, Lauderdale County, Alabama, Platbook 5, Pages 91 and 92, and

WHEREAS, heretofore on the 27th day of March, 1981, the owners of said subdivision imposed certain protective covenants in regard to the use and development of said subdivision, the same being recorded in Volume 1188, Page 351-356A of said Probate Office, and

WHEREAS, on the 18th day of July, 1988, the owners of said subdivision extended the protective covenants as recorded on Fiche 88-0154, Frame E005, and

WHEREAS, it is in the best interests of the Owners of the above described lots in said subdivision that certain additional covenants be imposed upon the described lots.

NOW, THEREFORE, in consideration of the premises, and in order to protect the interest of the property owners, the undersigned owners hereby impress and impose the following covenants, conditions, restrictions, and reservations on the above described lots 93, and Lots 95 through 97 inclusive, and Lots 119 through 124 inclusive. The following new covenants are made a part of the protective covenants as filed in the Probate Judge's Office filed

by the then Owners, and are to supersede and replace the following numbered paragraphs 3 and 7 as to the specific Lots described above.

FICHE 94-538 FRAME 68

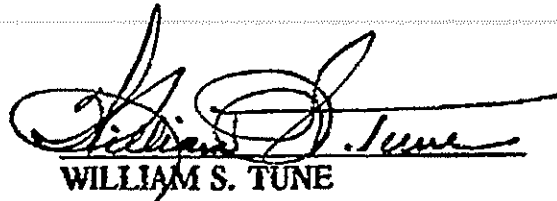
3.A The ground floor area of the main residence exclusive of open porches and garages shall not be less than 3,000 square feet in the case of one story dwelling. The ground floor area of the main residence exclusive of open porches and garages shall not be less than 2,000 square feet with a total of not less than 3,000 square feet of livable floor space in any two story dwelling. In order to satisfy this requirement, said minimum of square feet area must be enclosed, and be heated and air conditioned.

7.A All buildings shall be of brick or stone veneer except where written approval is obtained from the Architectural Control Committee.

IN WITNESS WHEREOF, the undersigned hereby adopts, ratify and confirms the foregoing by causing this instrument to be executed by the undersigned owner on this the

21st day of Oct, 1994.


P. KEITH CHILDERS


WILLIAM S. TUNE


ANITA C. CHILDERS


FRANCES TUNE


RUSSELL A. HEENIE


ARTHUR GARY SMITH


ELIZABETH S. HEENIE


BERTA JANE SMITH

STATE OF ALABAMA)
)
LAUDERDALE COUNTY)

FICHE 94-538 FRAME 69

I, the undersigned, a Notary Public in and for the State and County aforesaid, hereby certify that WILLIAM S. TUNE and wife, FRANCES TUNE 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 21st day of October, 1994.

Don Mattie
Notary Public

My commission expires: 3/29/98

STATE OF ALABAMA)
)
LAUDERDALE COUNTY)

I, the undersigned, a Notary Public in and for the State and County aforesaid, hereby certify that P. KEITH CHILDERS and wife, ANITA C. CHILDERS 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 23rd day of Oct, 1994.

Don Mattie
Notary Public

My commission expires: 3/28/98

STATE OF ALABAMA)
)
LAUDERDALE COUNTY)

I, the undersigned, a Notary Public in and for the State and County aforesaid, hereby certify that RUSSELL A. HEENIE and wife, ELIZABETH S. HEENIE 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 15th day of Sept, 1994.

Darle Wattle
Notary Public

My commission expires: 3/28/98

STATE OF ALABAMA
LAUDERDALE COUNTY
NOTARY PUBLIC

Nov 16 9 42 AM '94

Witness
JULIA W. WATTLE

STATE OF CONNECTICUT)
)
Fairfield COUNTY)

GARY

I, the undersigned, a Notary Public in and for the State and County aforesaid, hereby certify that ARTHUR GARY SMITH and wife, BERTA JANE SMITH 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 9th day of Nov, 1994.

Nancy G. Simpson
Notary Public

My commission expires:
NANCY G. SIMPSON
NOTARY PUBLIC

My Commission Expires July 31, 1996

in610010.cov.84