

PROTECTIVE COVENANTS
FOR
GREEN ESTATES

0099-062 48

The undersigned, Shirley Green, being the owner of the property embraced in the subdivision shown on the map and plat prepared by White, Lynn, Collins & Associates, Inc. and known and designated as **GREEN ESTATES**, located in Lauderdale County, Alabama, and shown on Plat Book 6, Page 298. If there is a conflict between these Protective Covenants and the subdivision plat, the plat will override these covenants. The undersigned owners hereby impose on all of the lots provided in said plat the following covenants and building restrictions:

I. APPROVAL OF ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee will be composed of three members, and the initial members are Shirley Green, Max Hayes, and Larry White. No structure of any kind shall be built on said property until the plans and plot plan for same have been approved in writing by the "Architectural Control Committee", which approval shall not be reasonably withheld. A majority of the committee may designate a representative to act for it. Any vote on any questions presented to the Committee may be presented orally in any Committee meeting or in writing, whether or not such party may be present at such meeting. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor.

II. LAND USE AND BUILDING TYPE: No lot or part thereof shall be occupied, used or maintained except as a one family residential dwelling house primarily devoted to and used as a residence. No lot may be subdivided without the written consent of the Architectural Control Committee. Commercial buildings, multi-family buildings, mobile homes, and pre-fabricated residences are expressly prohibited.

III. CONSTRUCTION, DWELLING QUALITY, AND SIZE: The minimum living area of a one story dwelling must have a minimum living area of 1,600 square feet. The minimum living area of a two-story dwelling must be 2,200 square feet with a minimum of 1,600 square feet of living area on the first floor and 600 square feet on the second floor. Porches, attached garages, breezeways and basements shall not be included in computing the above minimum living area. No dwelling shall remain incomplete for a period of 12 months and no unfinished dwelling may be occupied. The surface of the foundation of any structure must be covered with at least 80% brick. The exterior of any structure must be at least 80% brick. All dwellings should have good quality workmanship and materials. All homes and outbuildings must be built either by the property owner or by a licensed Contractor to insure quality workmanship and protection for all residents. Garages or a detached garage, permissible for the storage of not more than two cars, are to be constructed from the same or equal materials as the main structure.

IV. BUILDING LOCATION:

(a) As to Lots 1 through 41, inclusive, and Lot 44: No building shall be located on any lot nearer than 60 feet to the front lot line, or nearer than 10 feet to any side street line. No building shall be located nearer than 10 feet to an interior side lot line. No dwelling shall be located on any lot nearer than 40 feet to the rear lot line.

(b) As to Lots 42 and 43: No building shall be located on any lot nearer than 40 feet to the front lot line, or nearer than 10 feet to any side street line. No building shall be located nearer than 10 feet to an interior side lot line. No dwelling shall be located on any lot nearer than 40 feet to the rear lot line.

(c) For all lots: Set backs are to be approved in writing by the Architectural Control Committee prior to construction. Where the phrase "lot line" is used herein the same shall be

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construed to mean the property ownership line if someone owns and builds upon 2 or more lots.

V. EASEMENTS: Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved on the lots as shown on the recorded plat. The granting of this easement or right of access shall not prevent the use of the area by the owner for any permitted purpose except for buildings. Because of the depth of Lots 42 and 43, the owners may need to place their septic tank field lines within the utility easement. If they do, Florence Utilities Electricity Department will not be responsible for any damages to such field lines during future maintenance of the electrical facilities within the easement and the property owner will bear all of the expense of such repairs.

VI. NUISANCE: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance. Commercial trucks over one ton in size, motor homes, campers, commercial trailers or livestock hauling trailers are not to be parked on streets overnight, except where construction on houses is in process and construction vehicles are parked on lots or streets out of necessity. There shall be no construction or repair of motor vehicles, water craft, tractors or other mechanical devices, except that which can be done and is done of a non-commercial nature. Parking and storage of non-operating automobiles, trucks, boats or other vehicles is prohibited, except within a garage located upon the property. Vehicles without all tires in operating condition and not currently licensed will be considered non-operating vehicles. Travel trailers and other recreational vehicles may be parked behind the setback lines as shown on the plat, but shall not be used as a residence and shall not be connected to any utilities. Any satellite dishes on any lot must be located at the rear of the residence.

VII. TEMPORARY STRUCTURE: No structure of a temporary character, mobile home, house trailer, modular home, basement, tent, shack, garage, barn or outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No outbuilding shall be constructed prior to the commencement of the construction of the residence.

VIII. OUTBUILDINGS: No basement, tent, shack, garage, barn or other outbuilding shall be permitted on any lot except with the written approval of the Architectural Control Committee. All outbuildings will have the same set back restrictions as a detached garage as outlined in paragraph IV.

IX. ANIMAL CONTROL: 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 any commercial purpose. Any outside dogs must be kept in kennels. No chronic barking dogs will be allowed in this subdivision. The main purpose and intention of this restriction is to maintain the quiet and peace of the subdivision and for the safety of children in the subdivision.

X. GARDEN: No lot may be used for agricultural purposes except that a private vegetable garden may be maintained on the rear one-third of each lot.

XI. FENCES: No fences shall be placed on any lot except upon written approval of the Architectural Control Committee. Only fences from the rear corner of the house toward the rear of the lot will be allowed. All fence rows must be kept clean from weeds and brush.

XII. BUSINESS OR TRADE: No business or trade of any kind or other commercial enterprise or noxious or offensive activity shall be engaged in or carried on upon any of the lots with the exception of teaching the various arts, tutoring or babysitting not more than three children who are not members of the household.

XIII. MAINTENANCE OF LOTS, LAWN AND GARBAGE DISPOSAL:

(a) The street frontage of all lots shall be maintained clean, neat and free of undergrowth at all times and no noxious or offensive conditions shall be continued thereon. 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 equipment for the storage or

disposal of such material shall be kept in a clean and sanitary condition. Burning garbage is prohibited except during construction of homes.

(b) All lots and all improvements located therein or thereon, shall be kept and maintained by the Owners thereof in good order and repair and free of all debris, including but not limited to, the sowing, sodding, and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of all buildings and other improvements, from the date of purchase of lot.

(c) Each lawn must be landscaped within one year of completion of the residence. No wood or other such items shall be dumped in any yard, but must be stacked neatly out of sight from the street.

(d) All swimming pools must be "in-ground" and located at the rear of the residence.

XIV. OIL 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 wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

XV. SIGNS: No sign of any kind shall be displayed in public view on any lot, except one sign of not more than five (5) square feet advertising the property for sale or rent. The Subdivision developers may have no more than two large signs not more than 10 x 20 feet advertising the subdivision.

XVI. DRIVEWAYS: Each residence must have a concrete driveway which shall be a minimum of ten (10) feet in width.

XVII. ROADS: All roads shown on the Plat are hereby dedicated to Lauderdale County, Alabama, and shall be for public use as roads.

XVIII. POWERS OF THE ARCHITECTURAL CONTROL COMMITTEE:

(a) At any time, the then record owners of two-thirds of the lots in this subdivision shall have the power, through a duly acknowledged instrument recorded in the Judge of Probate of Lauderdale County, to amend or abolish these covenants and restrictions or to change the membership of the Architectural Control Committee, or to withdraw from the Committee or restore to it any of its powers or duties.

(b) Whenever, in the unanimous opinion of the members of the Architectural Control Committee, no substantial damage will be done to anyone owning any parcel or land in the subdivision, it shall have full authority, anything in these protective covenants and restrictions to the contrary notwithstanding, to waive or allow any violation of Paragraphs III and IV of these protective covenants and restrictions, whether such violation be present or prospective. Such waiver, to be effective, must be reduced in writing over the signature of each member of the Committee and acknowledged by each member of the Committee before a Notary Public and recorded in the Office of the Judge of Probate.

(c) In the event the Committee, or its designated representative, fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the proposed construction has been commenced prior to the substantial completion of construction, approval will not be required, and the related protective covenants and restrictions shall be deemed to have been fully complied with. The term "record owner" shall not include mortgages or lien holders.

XIX. TERMS OF RESTRICTIONS: These protective covenants and restrictions are to run with the land and shall be binding on all persons claiming under them for a period of thirty (30) years from the date these protective covenants and restrictions are recorded, after

which time said protective covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then Owners of the Lots has been recorded, agreeing to change said restrictions in whole or in part.

XX. VIOLATIONS:

(a) If any person or entity shall violate any of the protective covenants or restrictions herein, it shall be lawful for any person or persons owning property in this subdivision to prosecute any proceedings at law or in equity against the persons or person violating any such protective covenants or restrictions to prevent any such violation or attempted violation or recover damages for same. The lot owner found by the Court to violate these restrictions will be obligated to pay the attorney fees of the parties filing the legal action.

(b) 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.

Executed this 2nd day of February, 1999.

Shirley Green

Shirley Green

STATE OF ALABAMA
LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Shirley Green whose name 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 2nd day of February, 1999.

Melanie H. Moore

Notary Public
My commission expires: 4-21-99

THIS INSTRUMENT PREPARED BY:
YATES, MITCHELL, BERNAUER,
WINBORN & MORTON
Joe H. Yates
P.O. Drawer 10
Florence, Alabama 35631
(205) 764-0582

98-1068
re:green.pc

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Notary Public, J. Moore

FEB 2 1999

STATE OF ALABAMA

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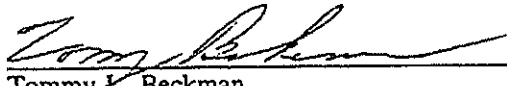
LAUDERDALE COUNTY

RATIFICATION AND ADOPTION OF PROTECTIVE COVENANTS
GREEN ESTATES

The undersigned is the owner of Lot 11¹ Green Estates, as shown on the plat recorded in Plat Book 6, Page 298, in the Office of the Judge of Probate of Lauderdale County, Alabama. This lot was conveyed to him prior to the filing of the protective covenants for Green Estates.

In consideration of the premises, the undersigned hereby ratifies and adopts the Protective Covenants of Green Estates dated February 2, 1999 and recorded on Fiche 99-62, Frames 48-51, in the Office of the Judge of Probate of Lauderdale County, Alabama and the undersigned agrees that these Protective Covenants.

Executed this 3rd day of February, 1999.


Tommy L. Beckman

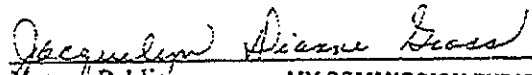
STATE OF ALABAMA
LAUDERDALE COUNTY
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STATE OF ALABAMA
LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said County and in said State, hereby certify that Tommy L. Beckman, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 3rd day of February, 1999.

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Notary Public MY COMMISSION EXPIRES 2-26-2001
My Commission Expires: _____

THIS INSTRUMENT PREPARED BY:
YATES, MITCHELL, BERNAUER,
WINBORN & MORTON
Joe H. Yates
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STATE OF ALABAMA

LAUDERDALE COUNTY

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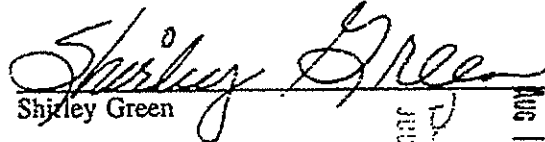
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AMENDMENT TO PROTECTIVE COVENANTS
GREEN ESTATES

The undersigned is the record owner of more than two-thirds of the lots in Green Estates, as shown on the plat recorded in Plat Book 6, Page 298, in the Office of the Judge of Probate of Lauderdale County, Alabama. The Protective Covenants of Green Estates dated February 2, 1999 and recorded on Fiche 99-67, Frames 48-51 in the Office of the Judge of Probate of Lauderdale County, Alabama are amended as follows:

1. The last sentence in Paragraph III (Construction, Dwelling Quality, and Size) is changed to read as follows: Garages or a detached garage, permissible for the storage of not more than three cars, are to be constructed from the same or equal materials as the main structure.

All other terms of the aforesaid protective covenants shall remain in full force and effect.
Executed this 11th day of August, 1999.


Shirley Green

STATE OF ALABAMA
LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said County and in said State, hereby certify that Shirley Green, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 11th day of August, 1999.


Notary Public
My Commission Expires: 5-27-00

THIS INSTRUMENT PREPARED BY:
YATES, MITCHELL, BERNAUER,
WINBORN & MORTON
Joe H. Yates

98-1068
re:green.amd

REC-8-50

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