

Reedy
302-3978

IN THE STATE OF ALABAMA *

MARSHALL COUNTY *

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U.C.C. FILE NUMBER OR
REC. BK. & PAGE AS SHOWN ABOVE

Jim Mitchell
JUDGE OF PROBATE

AMMENDED RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS, We
the undersigned, **LOIS W. MORRIS** and husband, **REEDY A. MORRIS,**
JR., heretofore recorded certain restrictive covenants as the owners of
record of the real estate below, said restrictive covenants being recorded in
Book 1900 Pages 130 through 136 as amended in Book 2370 Pages 103
through 110 and further amended in Book 2501 Pages 153 through 161 in
the Office of the Judge of Probate of Marshall County, Alabama and said
undersigned are desirous to amend said restrictive covenants read as follows
and being in Marshall County, to wit:

27.00
1.00
5.00

33.00

All that part of the SW ¼ of the NW ¼ of Section
29, Township 9 South, Range 5 East of the
Huntsville Meridian more particularly described as
follows: Commencing at the 1-1/4" solid stock
iron found at the Northwest corner of the NW ¼ of
the NW ¼ of said section; thence along the West
line of said section, S 00° 25' 55" E a distance of
1762.42 feet to an iron pin set within the right-of-
way (60') of Martin Road; thence leaving said
section line, N 88° 31' 06" E a distance of 19.49
feet to an iron pin set, on the Easterly right-of-way
of said Martin Road at the point of beginning.
From said point of beginning and leaving said
right-of-way, continue N 88° 31' 06" E a distance
of 317.06 feet to an iron pin set; thence N 01° 57'

10" E a distance of 386.30 feet to a capped iron pin found; thence S 89° 22' 16" E a distance of 979.40 feet to an iron pin set; thence S 00° 30' 46" E a distance of 961.66 feet to a capped iron pin found; thence N 89° 23' 32" W a distance of 1323.18 feet to an iron pin set on the Easterly right-of-way of said Martin Road; thence along said right-of-way, N 00 degrees 30 minutes 46 seconds E a distance of 564.09 feet to the point of beginning, containing 26.13 acres more or less, less and except any easements or rights-of-way and being a portion of the SW ¼ of the NW ¼ of Section 29, Township 9 South, Range 5 East of the Huntsville Meridian, Marshall County, Alabama.

SAVE AND EXCEPT:

All that part of the SW ¼ of the NW ¼ of Section 29, Township 9 South, Range 5 East of the Huntsville Meridian more particularly described as follows: Commencing at a 1-1/4 solid stock iron found at the Northwest corner of the NW ¼ of the NW ¼ of said section; thence along the West line of said section S 00° 25' 55" E a distance of 1338.06 feet to 1" pipe found within the right-of-way (60') of Martin Road; thence along said section line S 87° 49' 45" E a distance of 33.68 feet to a capped iron pin found on the Easterly right-of-way of said Martin Road at the point of beginning. From said point of beginning, leaving said right-of-way and along the South line of Pebblebrook Subdivision as recorded in Plat Book 7, page 331 in the Judge of Probate Office in Marshall County, Alabama, S 89° 33' 07" E a distance of 319.33 feet to a capped iron pin found; thence leaving the South line of said subdivision, S 00° 32' 44" W a distance of 25.79 feet to a capped iron pin found; thence S 01° 57' 10" W a distance of 386.30 feet to an iron pin set; thence S 88° 31' 06" W a distance of 317.06 feet to an iron pin set

on the Easterly right-of-way of said Martin Road; thence along said right-of-way , N 01° 29' 48" E a distance of 422.71 feet to the point of beginning, containing 3.05 acres more or less, less and except the easements or right-of-way, and being a portion of SW ¼ of the NW ¼ of Section 29, Township 9 South, Range 5 East of the Huntsville Meridian, Marshall County, Alabama.

WHEREAS, WE, the undersigned, **LOIS W. MORRIS** and husband, **REEDY A. MORRIS, JR.**, are desirous of establishing or placing the heretofore described platted property under certain restrictive covenants to insure that use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the high quality and tone of the Community and thereby to secure to each site owner the free and full benefit and enjoyment of his home with no greater restrictions upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners.

NOW THEREFORE, WE, the undersigned do hereby adopt the following conditions, restrictions, covenants and limitations, which shall apply in their entirety to all lots in the described property and shall hereafter be included as a part of the consideration in transferring and conveying title to any or all of said lots of said property.

1. **LAND USE AND BUILDING TYPE:** This lot shall be used solely for single-family, residential purposes, and not otherwise. No building shall be erected, altered, placed or permitted to remain on the lot other than one (1) single-family dwelling, not to exceed two and one-half (2 ½) stories in height, together with accessory storage buildings or pool houses customarily incidental to residential occupancy, provided such accessory storage buildings or pool houses conform, in style and appearance, to such single-family dwelling, and provided further, however, that private garages and /or carports are to accommodate no more than four (4) vehicles and shall not be limited to entrance location. No modular mobile home shall be allowed on the premises for any purpose. No entrance to any garage or carport shall be from the front of the dwelling facing the front of the lot.

2. **DWELLING SIZE** The ground floor area of the main structure exclusive of one-story open porches, carports and garages, and unheated storage areas, shall not be less than 2,000 square feet for a one story dwelling, not less than 1,500 square feet on ground floor for a dwelling of more than one-story, provided, however, that in no case shall the total floor area, exclusive of one-story open porches, carports and garages, and unheated storage areas, be less than 2,300 square feet. All exterior walls

shall be of brick veneer except for eaves and under dormers which shall be siding.

3. **NUISANCES:** No hogs, cows, horses, rabbits, chickens, goats, poultry, birds, livestock, or animals of any kind other than house pets (except house pets with vicious propensities or those house pets bred or kept for commercial purposes), shall be brought onto or kept on this lot.

4. **JUNK VEHICLES:** No junk or disabled vehicles shall be permitted to be parked, stored, or repaired on this lot unless completely concealed from view from beyond the boundaries of the lot.

5. **SATELLITE DISHES:** There shall be no satellite dishes mounted on ground mounts or greater than 36 inches diameter or TV or microwave receivers allowed that are visible to the neighbors or a nuisance to the neighbors.

6. **TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or other outbuildings shall be constructed or used on this lot as a residence, either temporarily or permanently at any time.

7. **SIGNS:** No signs, advertisements, billboards, or advertising structures of any kind may be displayed, erected or maintained on this lot except one (1) advertising board for this lot may be maintained, which

advertising board shall not be more than five (5) square feet in size and may be used for the sale and exclusive purpose for advertising for sale or lease the lot to which it refers.

8. **DUMPING OF RUBBISH:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. Such containers or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be placed on the curb or other designated area for collection only on the days designated for pickup.

9. **BUILDING LOCATION:** All building erected on any lot shall be set back in accordance with the City of Boaz R-1 subdivision zoning restrictions.

10. **GARAGES AND CARPORTS:** As stated in Paragraph 1, all garages and carports are to accommodate no more than four (4) vehicles. Any entrance of any garage or carport from the front of the dwelling facing the front of lot except, for entering and exiting from the garage, shall have the doors closed. All storage areas in carports must be equipped with doors and all garages must be equipped with doors which shall be kept closed as much as practicable to preserve the appearance of the dwelling.

11. **FRONTAGE:** Dwelling shall front or present a good or attractive frontage on the street on which it is located. Dwelling located on corner lot shall front or present a good or attractive frontage on both streets.

12. **FENCING:** Any fence constructed upon the lot shall not be past front of dwelling and shall present an attractive and pleasing appearance and shall be well maintained.

13. **ENFORCEMENT:** Enforcement shall be by proceedings or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damage.

14. **SILT PROTECTION:** Silt screens and straw or hay bales will be used while any dirt movement is being performed so as not to wash into the lake.

15. **LAKE USE AND MAINTENANCE:** No piers or structures of any kind will be constructed in or around the lake except for a gazebo or grill facilities as long as they do not restrict view of neighbors. No pumps or any apparatus of any kind will be placed in the lake. No boats with motors of any kind will be permitted in the lake except a float boat for the purpose of maintaining the lake and at no time will this boat make waves to deteriorate the banks. All boats will be removed from the lake and stored so as not to be an eye sore for other neighbors. No fish other than channel cats

are to be deposited into the lake. No minnows or baits other than artificial, crickets and worms will be allowed.

16. **MAIL BOXES:** Mailboxes will be purchased from Imperial Mail Box Systems of Montgomery, Alabama model #119. An eight foot aluminum post is to be purchased through GTA at 6919 Robert Jemison Road, Suite 100, Birmingham, Alabama, phone number 1-205-942-9322 who in turn will purchase it from Antique Street Lamps in Austin, Texas, model CA-DG4.5/12. The lamp will be model # WM33/DG-M70/120-111-PE. The energy and maintenance for the mailbox, post and light will be provided by the owner of the lot.

17. **DRIVES:** All drives must be asphalt with street print with the owners choice of color or concrete drive.

18. **UTILITIES:** All utility lines and conduits shall be located underground and the electrical meter shall be located on the electrical pole.

IN WITNESS WHEREOF, the said **LOIS W. MORRIS** and husband, **REEDY A. MORRIS, JR.,** who are authorized to execute these Amended Restrictive Covenants have hereunto set their signatures and seals this the 27th day of August, 2002.

Lois W. Morris
LOIS W. MORRIS

Reedy A. Morris, Jr.
REEDY A. MORRIS, JR.

STATE OF ALABAMA

*

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ACKNOWLEDGEMENT

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MARSHALL COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **LOIS W. MORRIS** and husband, **REEDY A. MORRIS, JR.**, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day of the same bears date.

Given under my hand and official seal, this the 27th day of August, 2002.

Rachel Bayum
Notary Public

My Commission Expires: 8-24-05