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and that no fee was collected. Recorded in

Book 166, Page 873
Sherry Baline
Judge of Prob
and 76
Index 8.

STATE OF ALABAMA
COUNTY OF BALDWIN

DECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That, WHEREAS, McLEOD PROPERTIES, INC. is the owner of a parcel of real property which is more particularly described on Exhibit "A" hereto, which is made a part hereof, and,

WHEREAS, McLEOD PROPERTIES, INC. is desirous of restricting the use, occupancy and improvement of all lots within the lands described in Exhibit "A" hereto so as to keep the use, occupancy and improvement of the said lands at a high level for the benefit and pleasure of the owners of lots within the boundaries of said lands and so as to promote the appearance and protect the values of the lands described in Exhibit "A".

NOW, THEREFORE, in consideration of the foregoing, McLEOD PROPERTIES, INC., owner of all of the real property described on Exhibit "A" hereto, does hereby make, file and declare the following restrictions regarding the use, occupancy and improvement of any of the lots located within the lands described on Exhibit "A" hereto.

1. Land Use. All lots shall be used exclusively for single family residential purposes.

2. Buildings. No dwelling of any kind shall be erected, constructed, placed, or permitted to remain on any lot except one (1) single family dwelling not to exceed two (2) stories in height, exclusive of basement, and a carport or garage. All such dwellings shall have a minimum of Two Thousand (2,000) square feet of enclosed, heated and cooled, living area. No concrete block exteriors on houses. No bright aluminum window frames. No window air conditioners shall be placed in the windows on the front of the house.

3. Architectural Control Committee. No buildings, fence or structure of any kind shall be erected, constructed, placed or permitted to remain on any lot until the construction, plans and specifications and a plot plan showing the location of such building, fence or structure shall have been approved by the Architectural Control Committee, as to quality of workmanship and materials, harmony of external design with existing structures and location on the lot. The Architectural Control Committee shall be initially composed of Monty Murray, Gary A. McLeod, Rodney Gunter, Gary Crigler, Ricky Richerson, Tommy Danner and Bubba Poole. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member or members, the remaining member or members shall have the full authority to designate a successor, but there is no duty for them to do so; and the surviving member or members may act and continue to act without appointing a successor member or members. At any time, the then record owners

REC- 64-406 873

of Eighty percent (80%) of the property described in Exhibit "A" may, through a duly executed and recorded written instrument, elect a new member or members of the Committee or alter its powers and duties consistent with the purposes implicitly stated in this paragraph. Each lot shall represent one (1) vote. In the event a Committee Member sells his/her property in the subject area, the selling member shall lose his/her place on the said Committee.

The Architectural control Committee shall have the right to charge an annual fee for the maintenance of the streets, drainage, privacy fences, landscaping, and street lights; said fee shall not exceed One Hundred (\$100.00) Dollars per year, per lot, unless an amendment to these Restrictions increasing said amount is signed by the Architectural Control Committee and the owners of a majority of the lots.

4. Building Location. No building or structure of any kind shall be located on any lot nearer than Fifty (50) feet from any lot line contiguous to a right-of-way for a street; or nearer than Ten (10) feet from any back lot line. The restrictions of the paragraph are not meant to apply to fences or driveways. Furthermore, the side lot line restrictions of this paragraph are subject to the exception of Paragraph Nine below concerning combination or resubdivision of lots.

5. Temporary Buildings and Structures - Heavy Machinery or Equipment. No heavy machinery or equipment shall be permitted to remain on any lot other than is reasonably necessary to the construction of improvements on the lot on which said heavy machinery or equipment is situated and as is otherwise provided herein unless said machinery or equipment is screened from view for the street and adjacent properties.

6. Mobile Homes or Trailers. No mobile homes or trailers shall be parked or placed on said property for any length of time or for any purpose. Developer shall be permitted to place construction trailers on premises during road construction. Boast must be placed so as to be as inconspicuous as possible.

7. Landscape. Exteriors of homes constructed on a lot will be completed within a reasonable period of time, not to exceed six (6) months. After completion of a house on a lot, the debris remaining shall be promptly removed and the landscape returned to an esthetically pleasing state. Any air conditioning compressors, satellite dishes, garbage receptacles, or other unsightly structures shall be either enclosed or screened from view by planting a mass of shrubbery.

8. Signs. No signs of any kind shall be displayed to the public on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

9. Combination or Resubdivision of Lots. No lot may be subdivided or resubdivided, or otherwise altered in shape, size or dimension except with the consent of the Architectural Control Committee and the governmental planning commissioner having jurisdiction over the property hereinabove described. However, in no event shall any of the lots be resubdivided so as to create any new lot less than One (1) acre in area.

10. Nuisances. No noxious or offensive trade or activity shall be conducted on any lot nor shall any activity be permitted which is or may be or become a nuisance or annoyance to the neighborhood.

11. Clotheslines. No outside clotheslines or other outside apparatus for drying clothes shall be permitted unless screened from view with shrubbery or approved fencing.

12. Rubbish. No lot or any part thereof may be used as a dumping ground for rubbish, trash, worn out automobiles, machinery, equipment or parts thereof. Trash and garbage shall not be kept on said property except in sanitary containers.

13. Animals. No livestock, poultry or animals of any kind shall be raised, bred, kept or permitted to remain on any lot except that dogs, cats or other household pets may be kept provided they are not raised, bred or kept for commercial purposes. Horses may be permitted if approved by the Architectural Control Committee; provided, however, that such horses be kept in a fenced area at all times.

14. Term. The covenants contained herein shall run with the land and shall be binding on all parties and all persons claiming under them and all persons, firm or corporations owning any lot within the lands described on Exhibit "A" hereto for a period of twenty (20) years from the date of the execution thereof, after which period said covenants shall be automatically extended for successive ten (10) year periods unless, at any time, an instrument, signed by the then owners of Eighty Percent (80%) of the lots (each lot constituting one vote) in the lands described on Exhibit "A" hereto, indicating an intent to cancel, alter or otherwise modify said covenants.

15. Enforcement. The covenants contained herein may be enforced by the owner of any lot with the bounds described by Exhibit "A" hereto and enforcement may be by action either at law or in equity in any court with jurisdiction to hear such matters.

16. Severability. In the event that any one or more of the covenants contained herein is invalidated by consent, waiver, estoppel or decree of any court, such facts shall not affect the remaining in full force and effect.

17. Standing Trees. No hardwood tree over two (2) inches in diameter, breast high can be cut without the Architectural Control Committee's approval.

IN WITNESS WHEREOF, McLEOD PROPERTIES, INC. has caused these presents to be executed by its duly authorized officer on this the 20th day of December, 1988.

McLEOD PROPERTIES, INC.:-

By: Gary A. McLeod
Gary A. McLeod
Its President



STATE OF ALABAMA:

COUNTY OF BALDWIN:

I, Lisa Turk, a Notary Public, in and for said county in said state, hereby certify that Gary A. McLeod, whose name, as President of McLEOD PROPERTIES, INC., a corporation, is signed to the foregoing instrument and who is known to me, he, in his capacity as said officer and with full authority, executed the same voluntarily on the day the same bears date as and for the act of said corporation with full knowledge of the contents thereof.

Given under my hand and seal this 20 day of December, 1988.

Lisa Turk
NOTARY PUBLIC
My Commission Expires: 8-18-91

This instrument prepared by:

MARC E. BRADLEY, ESQUIRE
Post Office Box 2885
Mobile, AL 36652

MSC. 64-106 875

AMENDMENTS TO EXISTING COVENANTS
OF
BROMLEY WOODS ASSOCIATION

State of Alabama, Baldwin County
I certify this instrument was filed
and taxes collected on:

2000 June -12 8:40AM

Instrument Number 549554 Pages 2
Recording 6.00 Mortgage
Deed Min Tax
Index DP 1.00
Archive 3.00
Adrian T. Johns, Judge of Probate

2-8-92

18. Property Owners Association officers elected.
Monty Murray President
Ricky Richerson Vice President

ALL APPROVED

19. Mailboxes are to be the same as each lot owners house, i.e., brick, stone, wood, etc.

ALL APPROVED

20. Motion made by Gary McLeod and seconded by Ricky Richerson that a garage may be separate or connected by breezeway, but the doors must face the side or back, not the front. Gary said this was to have been in the covenants but was left off. (There will be no carports.)

ALL APPROVED

2-27-93

21. Gary McLeod said he would pay 25% on street lights and a wall at the entrance.

22. Motion made by Ricky Richerson and seconded by George Kirkpatrick that motor homes or travel trailers to be okay if placed in the back of a lot and screened from view as much as possible.

ALL APPROVED

8-3-94

23. Association dues will be due on October 31st of each year.

ALL APPROVED

24. In addition to hardwood trees, no cutting of pine trees that are 16" diameter or larger without approval.

ALL APPROVED

25. Committee to approve house plans:
Monty Murray Pam Faulk
Chuck Mallory Susan Wilkerson
Ricky Richerson Pam Walker

8-27-94

26. Motion made to purchase street lights with each owner paying \$325.00. Gary McLeod to pay 25% of total.

ALL APPROVED

549554

- 3-12-95 27. Motion made by Joe Faulk and seconded by Monty Murray
that Bromley Woods and Coach Run are separate subdivisions,
but the Association is as one together. ALL APPROVED
- 10-15-95 28. A minimum of 8 property owners must be present to have a
quorum for a meeting. ALL APPROVED

These additions were voted on and approved on the above dates as being amended to the existing covenants of Bromley Woods Association.

STATE OF ALABAMA:

CONTY OF BALDWIN:

I, ARTHUR R. WILSON a Notary Public, in and for said county in said state, hereby certify that Monty Murray, as President of Bromley Woods Association, is signed to the foregoing instrument and who is known to me, he, in his capacity as said officer and with full authority, executed the same voluntarily on the day the same bears date as and for the act of said association with full knowledge of the contents thereof.

Given under my hand and seal this 9 day of JUNE, 2000.

Arthur R. Wilson
NOTARY PUBLIC
My commission expires: 2-23-04

