

THE STATE OF ALABAMA

COUNTY OF LAUDERDALE

283/410

WHEREAS, The Florence Land Company, a corporation organized under the general incorporation laws of Alabama, owned the entire tract of land now known as the Reeder Grove Addition, a subdivision of a part of Lot 355 as shown on the Cypress Land Company's map of Florence, Alabama and caused the same to be subdivided by W. M. Paxton, C. E., the plat of said subdivision being filed for record as provided by law in the office of the Judge of Probate of Lauderdale County, Alabama in Plat Book No. 2 on page 46; and WHEREAS, the said owner has from time to time conveyed certain lots subject to restrictions and covenants imposed in each of the respective conveyances and it appearing to the best interest of all of the present owners of said above described property that the said restrictions and covenants should be abandoned, nullified and made of no force and effect and that certain other and different covenants and restrictions running with the land should be adopted in their stead; and WHEREAS, the said The Florence Land Company is also the sole owner of a certain undivided tract of land which lies directly across Pine Street adjacent to lots in said Reeder Grove Subdivision which front said Pine Street between Cumberland Street and Wildwood Avenue, said lots being numbered Lots 8 through 14, in Block 4 and Lots 12 through 21 in Block 3, inclusive, and it appearing that said undivided tract of land lying adjacent to said above referred to lots or that portion of said tract which if divided into lots would front the said part of Pine Street between Cumberland Street and Wildwood Avenue should also have imposed upon it the same building restrictions and covenants which are made to apply to the said Reeder Grove Subdivision; and WHEREAS, the undersigned owners of the lots in said Reeder Grove Subdivision and the owner of said undivided tract lying adjacent to the lots in said Reeder Grove Subdivision desire to impose the hereinafter building restrictions, covenants and agreements in lieu of the restrictions above referred to so as to operate and have effect upon the future use of said subdivision and said undivided tract and further desire to file said covenants, restrictions and agreements against the above referred to plat recorded in Plat Book No. 2 on page 46 in the Office of the Judge of Probate of Lauderdale County, Alabama and against that part of the undivided tract fronting Pine Street provided that said restrictions are to apply only to that portion of said undivided tract which fronts Pine Street extending back 200 feet from the point where the said property line meets the said West line of Pine Street and by this instrument to amend said plat by adopting and making the same a part thereof. NOW, THEREFORE, in Consideration of the Premises, the parties hereto who are all of the owners of said Reeder Grove Subdivision and also that certain tract of land lying directly across Pine Street from Lots 8 through 14, in Block 4, and Lots 12 through 21, in Block 3, inclusive, said strip being two hundred (200) Feet in width, for and in consideration of their mutual agreements hereby nullify and abandon the restrictions hereinbefore imposed on said Reeder Grove Subdivision as have been above referred to and hereby amend the said plat of said subdivision and in order to put the same in force and effect do hereby contract, covenant and agree that the hereinafter listed restrictions and covenants shall apply to both the said Reeder Grove Subdivision and said two hundred (200) foot strip lying across Pine Street as aforesaid and that the same shall constitute restrictions and covenants running with said tracts of land: 1. All lots in the said tract shall be known and described as residential lots and no structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars and appropriate outbuildings.

"Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604 (c)".

2. No structure which does not conform to or be in harmony with existing structures in the said subdivision or particular lot shall be erected on any lot in said subdivision or the adjacent tract lying across Pine Street.
 3. No building shall be erected on any residential building lot nearer than thirty feet to the front lot line, nor nearer than ten feet to any side street line. No building except a garage or other out-building located fifty feet or more from the front lot line shall be located nearer than five feet to any side lot line excepting a garage or other out-building erected on corner lots on which no such structure shall be permitted nearer than thirty feet to the side street line. The above measurements are intended to be from the main body of the house and the word "lot" shall include two or more lots when the same are used as a single building plot.
 4. No residential structure shall be erected or placed on any building plot which plot has an area of less than seven thousand five hundred (7,500) square feet or a width of less than sixty (60) feet at the front building set-back line.
 5. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
 6. ~~_____~~
~~_____~~
~~_____~~
 7. No trailer, basement, tent, shack, garage, barn or other out-building erected on the tract shall at any time be used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence.
 8. No dwelling costing less than \$3,000.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than 1,000 square feet in the case of a one-story structure, nor less than 800 square feet in the case of a one and a half two or two and one-half story structure.
 9. An easement is reserved over the rear five feet of each lot for utility installation and maintenance.
 10. These covenants are to run with the land and shall be binding on all of the parties and all persons claiming under them until January 1, 1966 at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole in in part.
 11. If the parties hereto or any of them or their heirs or assigns 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 in said described property to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.
 12. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
- IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals on this the 2nd day of February, 1940.

THE FLORENCE LAND COMPANY

"Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604 (c)".

F. W. Osborn
Marjorie B. Osborn
B. L. Danley
Marie W. Danley
Wm. J. Bryan
Lyda Mae Bryan
R. W. Rutledge
Muriel Gipson Rutledge

THE STATE OF ALABAMA
 COUNTY OF LAUDERDALE

I, Florence C. Collier, a Notary Public in and for said County in said State, hereby certify that R. M. Martin, whose name as President of The Florence Land Company, a corporation, 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 the instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation. Given under my hand and seal this the 2nd day of February, 1940.

Florence C. Collier
 Notary Public



THE STATE OF ALABAMA
 COUNTY OF LAUDERDALE

Before me, the undersigned authority in and for said County in said State, on this day personally appeared R. W. Rutledge and wife Muriel Gipson Rutledge; B. L. Danley and wife, Marie Word Danley; Fred W. Osborn and wife, Marjorie Osborn; and William Bryan and wife, Lyda Mae Bryan, known to me to be the persons whose names are signed to the foregoing instrument, and acknowledged to me that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date. Given under my hand and seal this the 2nd day of February, 1940.

Lemuel B. Coburn
 Notary Public

THE STATE OF ALABAMA
 COUNTY OF LAUDERDALE

Before me, the undersigned authority in and for said County in said County in said State, on this day personally appeared the within named Muriel Gipson Rutledge, Marie Word Danley, Margaret Osborn, and Lyda Mae Bryan, known to me to be the wives, respectively of the within named R. W. Rutledge, B. L. Danley, Fred W. Osborn and William Bryan, who, being examined separate and apart from their husbands, touching their signatures to the foregoing instrument, acknowledged that they signed the same of their own free will and accord, and without fear, threats or constraint on the part of their respective husbands. Given under my hand and seal this the 2nd day of February, 1940.

Lemuel B. Coburn
 Notary Public

STATE OF ALABAMA }
 LAUDERDALE COUNTY }

I hereby certify that the within instrument was filed in my office for record on Feb. 6 1940 at 3:30 o'clock P. M. and duly recorded in Vol. 283 Page 10-12 I hereby certify that the Mortgage Tax to amount of \$ and the Deed Tax to amount of \$ have been paid on this instrument.

"Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604 (c)".