

STATE OF ALABAMA X

LAUDERDALE COUNTY X

831

PROTECTIVE COVENANTS

Vol. 1126 PAGE 274

WHEREAS, the undersigned, Mitchell-Richards Land Co., Inc., is the owner of the tract of land located in Lauderdale County, Alabama, and being more particularly described on Exhibit "A" which is attached hereto and made a part hereof.

WHEREAS, the above named Owner is willing and desirous of imposing the hereinafter stated covenants, conditions, restrictions and reservations on each of the above described tracts, and

WHEREAS, the undersigned Owner contemplates selling off tracts of land out of the above described property to members of the public for a valuable consideration, having a minimum size of approximately one (1) acre.

NOW, THEREFORE, in consideration of the premises and in order to impress the following covenants, conditions, restrictions and reservations on each of the above described tracts of land, the undersigned owners hereby impress and impose the following covenants, conditions, restrictions, and reservations on the above described tracts of land:

1. All tracts covered by these covenants above described shall be used only as residential lots; provided, however, any tract of land so sold may be re-divided to constitute more than one residential lot; provided further no residential lot shall have an area less than one (1) acre, and shall front a street, road or highway with a frontage of at least 165 feet. This shall not prevent portions of adjacent tracts used to result in attaining a residential lot; provided, however, the minimum area and frontage requirements are maintained. In the event more than one (1) tract is used in attaining a building tract of an area of at least one (1) acre, the restriction relating to distance from side lot lines shall apply only to the out-side lines of the composite lot. All driveways shall be paved with concrete or other pavings from house to the point of entry to street.

2. No structure other than one-family dwellings and appurtenant garages and outbuildings shall be erected, placed or permitted to remain on any residential building lot or combination of lots not in keeping with such purposes, and one-family dwellings shall not exceed two and one-half stories in height, except as hereinafter provided and under no circumstances will any tent, shack, trailer, mobile home, basement or any other type of similar structure be allowed or permitted to remain on said lot. 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 of the preceding sentence.

3. All dwelling constructed upon said property shall be of permanent residence type, and if a one-story dwelling shall have a square footage area of at least 1300 square feet and any two-story dwelling shall have a square footage area of at least 2,000 square feet, exclusive of basements, outbuildings, carports, garages, terraces, porches and the like.

4. No business of any kind or trade, or other commercial enterprise or noxious or offensive activity, shall be engaged in or carried on upon any lot, or on said property, nor shall anything be done therefore which may be or become an annoyance, danger, or a nuisance to the neighborhood, including the discharge of guns, air or any kind.

5. 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.

6. The street 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 before the erection of any residence all toilet and sewage facilities, as well as any other improvements or construction 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.

7. 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.

8. 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, except as approved by the Architectural Control Committee.

9. No building shall be located on any lot nearer than 50 feet to the front lot line, or nearer than 30 feet to any side street line. No building shall be located nearer than 25 feet to an interior lot line. No dwelling shall be located nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building.

10. No fences shall be placed on any lot except upon written approval of the Architectural Control Committee and no fence shall in any event be allowed within 50 feet of the front property line, except that in case of corner lots, no fence in any event may be constructed closer to the front property line than the minimum building set back line.

11. A Utility Easement is granted and reserved to the Municipal or Governmental Authority for the erection and maintenance of utilities which said utility easement is 10 feet in width on each side and each rear lot line of any tract hereinafter sold.

12. 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 persons 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.

13. 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.

14. (a) The Architectural Control Committee is composed of Bobby H. Mitchell, Nelda P. Stephenson, and K. C. Richards. A majority of the committee may designate a representative to act for them. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for their services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

(b) The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

(c) The powers and duties of such committee, and of its designated representative shall cease on and after July, 1997. Thereafter the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instru-

Vol 1128 Page 278

ment shall be executed by the then record owners of a majority of the lots in this subdivision 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 effect any of the other provisions which shall remain in full force and effect.

15. Secondary Electrical Service must be underground.

16. No interference whatsoever with any of the streams, branches or creeks shall be allowed and no person whatever may divert, alter, dam, pollute, or contaminate any stream, branch or creek that serves the property covered by these covenants, and any material inference by any property owner of any stream, branch or creek or any attempt to divert, dam or pollute the same shall be subject to injunctive relief and damages.

17. 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 subdivision, said instrument being duly acknowledged according to law and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama.

Notwithstanding the provisions of Covenant No. 5, above, the Owner of each tract or lot may also keep horses and ponies, and shall be allowed to erect stables and barns upon the approval of the Architectural Control Committee; provided, however, in the event, any owner elects to keep any horses or ponies there must be at least one (1) acre, or the major fraction of an acre, for each of such animals so kept and maintained on the premises, and the barn or stable provided for horses or ponies must be at least seventy-five (75) feet from the nearest lot line. No owner shall keep or maintain any pet or animal that has vicious propensities, or that becomes a nuisance to the neighborhood.

IN WITNESS WHEREOF, the above named and undersigned Owner hereby adopts, ratifies and confirms the foregoing by executing this instrument on this the 21st day of October, 1977.

MITCHELL-RICHARDS LAND CO., INC.
BY Bobby H. Mitchell
Its Vice-President

ATTEST:

Nelda Stephenson
Its Treasurer

STATE OF ALABAMA X

LAUDERDALE COUNTY X

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Bobby H. Mitchell, whose name as Vice President of Mitchell-Richards Land Co., Inc., 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 this instrument, he, in his capacity as such officer, executed the same voluntarily on the day the same bears date.

October given under my hand and official seal this 21st day of October, 1977.

Estelle B. Perry
Notary Public



VOL 1126 PAGE 279

STATE OF ALABAMA ()

LAUDERDALE COUNTY ()

I, the undersigned, a Notary Public in and for said County and State, hereby certify that J. C. Richards whose name as President of Mitchell-Richards Land Company, Inc., 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 this instrument, he, in his capacity as such officer, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 31st day of March, 1978.

Paul L. White
Notary Public



EXHIBIT "A"

VOL 1126 PAGE 280

The following described property lying and being in Lauderdale County, Alabama, to-wit:

A TRACT OF LAND BEING AND LYING IN THE NORTH 1/2 OF SECTION 16 AND THE SOUTH 1/2 OF SECTION 9, ALL IN T-2-S, R-10-W, LAUDERDALE COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SW CORNER OF SAID SECTION 9; THENCE N. 0° 19' W. A DISTANCE OF 1578.84 FEET TO A POINT ON THE CENTERLINE OF BAILEY SPRINGS ROAD; THENCE ALONG THE CENTERLINE OF BAILEY SPRINGS ROAD, S. 60° 59' E. A DISTANCE OF 451.69 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREBY DESCRIBED; THENCE N. 0° 34' W. A DISTANCE OF 1272.64 FEET TO A POINT; THENCE N. 88° 36' E. A DISTANCE OF 2257.87 FEET TO A POINT; THENCE S. 0° 31' E. A DISTANCE OF 1303.22 FEET TO A POINT; THENCE S. 86° 40' E. A DISTANCE OF 1346.75 FEET TO A POINT; THENCE S. 0° 31' E. A DISTANCE OF 1285.11 FEET TO A POINT; THENCE N. 87° 27' W. A DISTANCE OF 686.21 FEET TO A POINT; THENCE S. 7° 28' W. A DISTANCE OF 183.21 FEET TO A POINT ON THE CENTERLINE OF BAILEY SPRINGS ROAD; THENCE ALONG SAID CENTERLINE, N. 72° 37' W. A DISTANCE OF 218.07 FEET TO A POINT; THENCE CONTINUE WITH SAID CENTERLINE, N. 68° 12' W. A DISTANCE OF 447.16 FEET TO A POINT; THENCE CONTINUE WITH SAID CENTERLINE, N. 60° 35' W. A DISTANCE OF 693.13 FEET TO A POINT; THENCE CONTINUE WITH SAID CENTERLINE, N. 60° 59' W. A DISTANCE OF 1879.25 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREBY DESCRIBED; SAID TRACT OF LAND CONTAINS 141.23 ACRES, MORE OR LESS.

Filed: April 3, 1978

Recorded: Book 1133, Pages 506-508.

STATE OF ALABAMA ()
LAUDERDALE COUNTY ()

5499

AMENDMENT TO PROTECTIVE COVENANTS

Comes now the undersigned, being the record owners of more than three-fourths (3/4) of the lots which are contained in that certain property located in Lauderdale County, Alabama, and more particularly described on Exhibit "A", which is attached hereto and made a part hereof, and being the owners of the same property wherein those certain protective covenants were imposed on the 21st day of October, 1977, by the Mitchell Richards Land Company, Inc., the same being recorded in Volume 1126, Pages 274-279 in the Office of the Probate Judge of Lauderdale County, Alabama, and being desirous of amending said covenants.

NOW, THEREFORE, in consideration of the premises, and pursuant to covenant numbered 17, the aforesaid covenants are amended as follows:

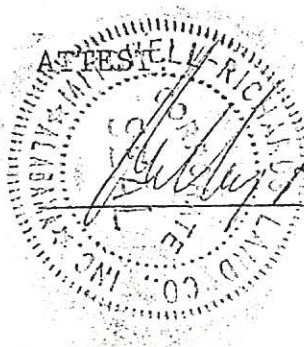
Covenant numbered 1 is amended by adding the following words after the phrase "at least 165 feet":

"Such frontage requirements shall apply if the lot abuts the street in a straight line, but shall not apply on a curve or cul-de-sac, and in the event said property abuts a curve or cul-de-sac, there shall be no frontage requirements."

IN WITNESS WHEREOF, the above-named and undersigned Owner hereby adopts, ratifies and confirms the foregoing by executing this instrument on this the 31st day of March, 1978.

MITCHELL-RICHARDS LAND COMPANY, INC.

By K.C. Reston
Its President



[Signature]
Vice President



STATE OF ALABAMA ()

LAUDERDALE COUNTY ()

I, the undersigned, a Notary Public in and for said County and State, hereby certify that *F. C. Richards* whose name as *President* of Mitchell-Richards Land Company, Inc., 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 this instrument, he, in his capacity as such officer, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 31st day of March, 1978.



Paul G. White

Notary Public

STATE OF ALABAMA

LAUDERDALE COUNTY

AMENDMENT TO PROTECTIVE COVENANTS

1467

Comes now the undersigned, being the record owners of more than three-fourths (3/4) of the lots which are contained in that certain property located in Lauderdale County, Alabama, and more particularly described in Exhibit "A", which is attached hereto and made a part hereof, and being the owners of the same property wherein those certain protective covenants were imposed on the 21st day of October, 1977, by the Mitchell-Richards Land Company, Inc., the same being recorded in Volume 1126, Pages 274-279 in the Office of the Judge of Probate of Lauderdale County, Alabama, and being desirous of amending said covenants.

NOW, THEREFORE, In consideration of the premises, and pursuant to covenant numbered 17, the aforesaid covenants are amended as follows:

Covenant numbered 2 is amended by deleting the last sentence thereof which reads: "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 of the preceding sentence."

Covenant numbered 2 is amended by adding the following:

"Factory built sectional homes, modular homes and other factory built homes are specifically authorized and shall not violate the provisions of this covenant so long as the same is affixed to a permanent enclosed foundation and no part of the frame or undercarriage is visible from the exterior when the dwelling is completed."

IN WITNESS WHEREOF, the above-named and undersigned Owner hereby adopts, ratifies and confirms the foregoing by executing this instrument on this the 26 day of November, 1984.

ATTEST:

MITCHELL-RICHARDS LAND
COMPANY, INC.

Betty L. Mitchell

BY: *H. C. [Signature]*

Its

President

VOL 1239 PAGE 237

STATE OF ALABAMA
LAUDERDALE COUNTY

VOL 1239 PAGE 238 ✓

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that _____

R. G. Richards whose name as President of Mitchell-Richards Land Company, Inc., 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 this instrument, he, in his capacity as such officer executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 26 day of November, 1984.

Laura M. Davis
Notary Public

My commission expired 9-11-88

This instrument prepared by:
Harold G. Peck, Attorney
118 W. Dr. Hicks Blvd.
Florence, Al 35630

EXHIBIT "A"

A TRACT OF LAND BEING AND LYING IN THE NORTH 1/2 OF SECTION 16 AND THE SOUTH 1/2 OF SECTION 9, ALL IN T-2-S, R-10-W, LAUDERDALE COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SW CORNER OF SAID SECTION 9; THENCE N. 0° 19' W, A DISTANCE OF 1578.84 FEET TO A POINT ON THE CENTERLINE OF BAILEY SPRINGS ROAD; THENCE ALONG THE CENTERLINE OF BAILEY SPRINGS ROAD, S. 60° 59' E, A DISTANCE OF 451.69 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREBY DESCRIBED; THENCE N. 0° 34' W, A DISTANCE OF 1272.64 FEET TO A POINT; THENCE N. 88° 36' E, A DISTANCE OF 2257.87 FEET TO A POINT; THENCE S. 0° 31' E, A DISTANCE OF 1303.22 FEET TO A POINT; THENCE S. 86° 40' E, A DISTANCE OF 1346.75 FEET TO A POINT; THENCE S. 0° 31' E, A DISTANCE OF 1285.11 FEET TO A POINT; THENCE N. 87° 27' W, A DISTANCE OF 686.21 FEET TO A POINT; THENCE S. 7° 28' W, A DISTANCE OF 183.21 FEET TO A POINT ON THE CENTERLINE OF BAILEY SPRINGS ROAD; THENCE ALONG SAID CENTERLINE, N. 72° 37' W, A DISTANCE OF 218.07 FEET TO A POINT; THENCE CONTINUE WITH SAID CENTERLINE, N. 68° 12' W, A DISTANCE OF 447.16 FEET TO A POINT; THENCE CONTINUE WITH SAID CENTERLINE, N. 60° 35' W, A DISTANCE OF 593.13 FEET TO A POINT; THENCE CONTINUE WITH SAID CENTERLINE, N. 60° 59' W, A DISTANCE OF 1879.25 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREBY DESCRIBED; SAID TRACT OF LAND CONTAINS 141.23 ACRES, MORE OR LESS.

STATE OF ALABAMA,
LAUDERDALE COUNTY, PROBATE COURT

I hereby certify that the foregoing instrument was
brought to record in this office on NOV 26 1984
3:42 P.M. and duly recorded in Volume 1239 Page 239-39
Record Tax \$ _____ Mig. Tax _____ Fee 7.50

William Blumcar Judge of Probate

VOL 1239 PAGE 239