

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)

STATE OF ALABAMA
COUNTY OF LAUDERDALE

WHEREAS, on October 22, 1945, Robert W. Plowden, was sole owner of the following described property lying in the County of Lauderdale,

State of Alabama, to-wit:

4-3/4 acres in the S.W.1/4 of Section 34, Tp. 2, R. 11 West described as follows: Begin 2170 feet East and 500 feet North of the S.W. corner of Sec. 34, Tp. 2, R. 11 West, at H.M. Phillips N.W. corner on the Eastwardly side of the Cloverdale Road 30 feet from the center; thence N. 24 degrees 30' with the Eastwardly side of the Cloverdale Road 856 feet to Mrs. Henley line, thence N. 46 degrees 15' East 83 feet to the Westwardly side of the Old Cloverdale Road thence South 39 degrees East with the Westwardly side of the Old Cloverdale Road 240 feet, thence South 47 degrees East 325 feet; thence South 32 degrees East 257 feet, thence South 6 degrees East 205 feet with the West side of the Old Cloverdale Road to H.M. Phillips N.E. corner, thence West with Phillips line 265 feet to beginning, containing 4 3/4 acres, more or less, in Lauderdale County, Alabama.

WHEREAS, said above named owner on October 22, 1945, caused said property to be subdivided by L.H.Gass, a Civil Engineer of Lauderdale County, Alabama, into lots and blocks and designated and described as follows, to-wit:

Woodland Homes Subdivision, Block 1, according to the plat prepared by L.H.Gass, C.E. and recorded in the office of the Judge of Probate of said County of Lauderdale, State of Alabama.

WHEREAS the said owner desires to impose the hereinafter set out building restrictions, covenants and agreements upon the future use of said subdivision so that the same will run against said property through 1960 A.D. and further desires to file said covenants, agreements and restrictions against the above referred to plat and, by this instrument to amend said plat by adopting and making the same a part hereof.

Now, therefore, in consideration of the premises, the parties who is the sole owner and the proposed purchasers of the various lots contained therein, and in consideration of their mutual agreements and benefits hereby amend said plat, and contract, covenant and agree that the hereinaft listed restrictions and covenants shall apply to said subdivision.

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1 All lots in the said subdivision are to be known, described and used as residential lots.

2 All houses shall be set back at least thirty (30) feet from the property highway lines.

3. All frame, stone, brick and asbestos houses on Lots No. 1,2,3,4,5,6 and 7, Block No. 1, shall cost not less than \$5,000.00. All Stucco houses on these said lots in Block 1 shall cost not less than \$6,000.00. All houses on Lots 8,9 and 10 in Block 1 of frame, stone, brick or asbestos shall cost not less than \$3,500.00. All stucco dwellings to cost not less than \$4,500.00. Any frame, stone, brick or asbestos house on Lot No. 11, Block 1, shall cost not less than \$3,000.00. Any house on Lot 11, Block 1 of Stucco shall not cost not less than \$4,000.00.

#4. All out buildings on the above lots to be constructed of the same materials as the dwelling on each individual lot.

6. The following easement is hereby established:

In consideration of the respective benefits to accrue to the present Owners, their successors, heirs or assigns, a perpetual easement over, along or under the rear six feet of each lot is hereby granted and conveyed to the City of Florence, its successors or assigns for the installation and maintenance of utilities. The words utility installation and maintenance shall include electric equipment, telephone equipment, water service equipment and all other utilities of like character. It is understood that said easement carried with it the right and privilege of ingress and egress to and from said lots, over adjacent lots and all rights and privileges of ingress and egress to and from said lots, over adjacent lots and all rights and privileges necessary or convenient for the full use of said property for the installation, maintenance and preservice of said utility equipment including the right of employees of said utilities companies to operate its trucks or other vehicles along and over said strip of land and the right to cut and clear all trees or parts thereof that may injure or endanger said

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lines. But the said utilities shall exercise due care and diligence in preserving the trees along said easement for the benefit of the property owners.

THEREFORE, the party of the first part and wife, Minnie D. Plowden hereunto have affixed their hands and seals on this the 29th day of October, 1945.

Robert Plowden

Minnie D. Plowden

Acknowledged in General Code Form by Robert W. Plowden and wife, Minnie D. Plowden before F.S.Parnell, a Notary Public for Lauderdale County, Alabama. This the 29th day of October, 1945.

Filed, November 8, 1945

Recorded, Book 350, Pages 217-218-219