

Woodland Terrace

STATE OF ALABAMA ↓

LAUDERDALE COUNTY ↓

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned Woodland Terrace, Inc., a corporation organized under the laws of Alabama, by and through W. D. Partlow, Jr., its President, hereunto duly authorized, and Florence Land Company, a corporation organized under the laws of Alabama, by and through R. M. Martin, its President, hereunto duly authorized, being all the owners of the following described property in Lauderdale County, Alabama, to-wit:

Lots One (1) to Forty-two (42), both inclusive, Block One (1), Lots One (1) to Forty-one (41), both inclusive, Block Two (2), Lots One (1) to Seven (7), both inclusive, Block Three (3), Lots One (1) to Twenty-three (23), both inclusive, Block Four (4), Lots One (1) to Four (4), both inclusive, Block Five (5), of the Subdivision known as Woodland Terrace, a map or plat of which is of record in Plat Book Number Two (2), at Page One Hundred Forty-two (142), in the Office of the Probate Judge of Lauderdale County, Alabama, reference to which map or plat is hereby made in aid of and as a part of this description.

And whose respective interests therein are hereinafter set out, for and in consideration of the mutual promises hereinafter made and the enhancement in value to the property of each of the parties hereunto, do hereby, for ourselves, executors, heirs, administrators, assigns and successors, jointly and severally, covenant that we will be bound by all of the covenants hereinafter set out and that all future deeds, covenants or other transfers of title to any of the property contained in said subdivision shall be made subject to said covenants as hereinafter set out.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1981, at which time said covenants shall be automatically extended for successive periods to 10 years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

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 situated in said development or subdivision to prosecute any proceedings 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.

Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

- A - All lots in the tract shall be known and described as residential lots. 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 other accessory structures customarily incidental to residential occupancy.
- B - No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of E. E. Beck, R. M. Martin and W. D. Partlow, Jr., or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1981; Thereafter the approval described in this covenant shall not be required unless, prior to said date and effective thereof, a written instrument 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 powers previously exercised by said committee.
- C-1-No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 25 feet to any side street line. No building, except a detached garage or other outbuilding located 75 feet or more from the front lot line, shall be located nearer than 10 feet to any side lot line. No residence or attached appurtenance shall be erected on any lot farther than 50 feet from the front lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
- C-2-No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five 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.
- C-3-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. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

- C-4-No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- C-5-No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
- D - No residential structure shall be erected or placed on any building plot, which plot has an area of less than 8500 square feet or a width of less than 70 feet at the front building setback line except that as to Lots 19, 20, 21, 35, 36, 37, 38 and 39 of Block 1 the front building setback line shall be of a width not less than 50 feet.
- E - 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.
- F - No trailer, basement, tent, shack, garage, barn, or other out-building erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
- G - No dwelling costing less than \$5,000.00 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 be not less than 800 square feet in the case of a one-story structure nor less than 700 square feet in the case of a one and one-half, two, or two and one-half story structure.
- H-1-Easements affecting the subdivision are reserved, as shown on the recorded plat, for utility installation and maintenance.
- H-2-An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

It is the intention of all the parties hereto that each of the above restrictions and covenants shall be a covenant running with the land and shall be as fully binding on each of the parties hereto as if the same had been contained in the deeds heretofore made to said parties.

All prior and existing covenants running with the land and at this time valid and attached to the property in said subdivision are hereby expressly revoked and cancelled by the parties hereto, except those covenants contained in this instrument.

The respective interest of each of the parties hereto is as follows:

Woodland Terrace, Inc. - Lots One (1), to Eight (8), both

inclusive, Block One (1), Lots One (1) to Five (5), both inclusive, and Lots Twenty-five (25) to Forty-one (41), both inclusive, Block Two (2), Lots One (1) to Seven (7), both inclusive, Block Three (3), Lots One (1) to Twenty-three (23), both inclusive, Block Four (4), of said subdivision.

Florence Land Company, a corporation - Lots Nine (9) to Forty-two (42), both inclusive, Block One (1), Lots Six (6) to Twenty-four (24), both inclusive, Block Two (2), Lots One (1) to Four (4), both inclusive, Block Five (5).

IN WITNESS WHEREOF, the undersigned Woodland Terrace, Inc., a corporation organized under the laws of Alabama, by and through W. D. Partlow, Jr., its President, who is duly authorized in writing to execute this instrument for and in behalf of and in the name of said corporation, has hereunto set its hand and affixed its seal, and has caused the same to be attested by N. C. Morgan, its Secretary-Treasurer, and the said Florence Land Company, a corporation organized under the laws of Alabama, by R. M. Martin, its President, who is duly authorized in writing to execute this instrument for and on behalf of and in the name of said corporation, has hereunto set its hand and affixed its seal, and has caused the same to be attested by C. L. Haley, Jr., its Secretary-Treasurer, all done this 9 day of August, 1950.

ATTEST:

By (S) N. C. Morgan
Its Secretary

(SEAL)

ATTEST:

By (S) C. L. Haley, Jr.
Its Secretary

WOODLAND TERRACE, INC.

By (S) W. D. Partlow, Jr.
Its President

FLORENCE LAND COMPANY

By (S) R. M. Martin
Its President

STATE OF ALABAMA
LAUDERDALE COUNTY

I, E. E. Beck, a Notary Public in and for said County and State, hereby certify that W. D. Partlow, Jr., whose name as President of Woodland Terrace, Inc., and 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, this 9 day of August, 1950.

(Signed) E. E. Beck
Notary Public

(SEAL)

Acknowledged in Code Form by R.M. Martin as President of Florence Land Company before Florence C. Collier, Notary Public for Lauderdale County, Alabama on August 9, 1950.

Filed, August 24, 1950

Recorded, Book 433, Pages 184-8.