

6604

PROTECTIVE COVENANTS FOR SIX MILE LANDING

Whereas, the undersigned, Murphy Properties, Inc., is the owner of the tract of land located in Lauderdale County, Alabama, known as Six Mile Landing, and

Whereas, the said Murphy Properties, Inc., is willing and desirous of imposing a general plan of covenants, conditions, restrictions, and reservations on the said property, for the benefit of present and future owners of or parties interested in any of the lots in the said subdivision, and

Whereas, it is the intention of the declarant, Murphy Properties, Inc., that all of the following are covenants running with the land and are binding upon and shall inure to the benefit of the successors and assigns of the declarant and all present and future persons owning or having an interest in any of said lots or a part thereof,

NOW, THEREFORE, in consideration of the premises, the undersigned declarant hereby impresses and imposes the following covenants, conditions, restrictions, and reservations on said subdivision:

1. All tracts covered by these covenants shall be used only as residential lots; provided, however, that any tract of land sold may be redivided to constitute more than one residential lot; provided further that no such residential lots shall have an area less than one-third of an acre and shall front a street, road, or highway with a frontage of at least 100 feet, except that those lots fronting on a cul-de-sac or curve may have less street frontage if such lots meet minimum area requirements. This restriction shall not prevent portions of adjacent tracts being used to make up one residential lot; provided, however, the minimum area and frontage requirements are maintained. In the event more than one subdivision lot is used to compose one building tract, the restrictions relating to distance from side lot lines shall apply only to the outside lines of the composite lot.

2. Except as herein provided, only one detached single family dwelling and attached private garage appertaining thereto shall be

erected on said premises. No use shall be made of said premises except such as is incidental to the occupation thereof for residence purposes by one private family residing in a detached, single family dwelling. Such dwellings shall not exceed two and onehalf stories in height, except as hereinafter provided, and under no circumstances shall any tent, shack, traylor, mobile home, basement, or any other type of similar structure be allowed or permitted to remain on any lot. The removal of wheels or the placing of any traylor, mobile home, or like structure on a permanent foundation shall not take the use of any such structure outside the prohibition of the preceding sentence. This restriction shall not apply to lots designated as commercial lots on the recorded plat.

3. All dwellings 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 twelve hundred (1200) square feet and any two story dwelling shall have a square footage of at least fourteen hundred (1400) square feet, exclusive of basements, out buildings, carports, garages, terraces, porches, and the like. All driveways shall be paved with concrete or other pavings from the dwelling to the point of entry to the street. Each dwelling constructed on the subject property shall have a carport or garage for either one or two cars. Any garage that opens toward the street side must have a door.

4. No business of any kind or trade, or other commercial enterprise shall be engaged in or carried on upon any lot on said property, except those lots designated as commercial on the recorded plat, nor shall anything be done on the property which may be or become an annoyance, danger, or nuisance to the neighborhood, including the discharge of guns of whatever nature, including air guns.

5. The construction of model homes is expressly permitted if they conform to the restrictions hereby created. The lots designated as commercial on the recorded plat may be used for purposes other than residential, but any commercial use on such property must be of the type compatible with the neighborhood such as grocery stores, real estate offices, or other similar office usage, but such lots may not be used for manufacturing of a substantial nature.

6. 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.

7. The land and all improvements shall be maintained by the owner in good condition and repair. 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. 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. All sewage facilities appertenant to any construction on the subject property shall at all times meet the minimum health and sanitation specifications as required by the Public Health Authority of the appropriate municipal, county, and state governments.

8. No oil drilling, oil development operations, 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 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.

9. 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 signs used by a builder to advertise the property during the construction and sales.

10. No building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 30 feet to any side street line. No building shall be located nearer than 15 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 the building.

11. No fences shall be placed on any lot nearer than 40 feet from the front property line, except that in case of corner lots, no fence may be constructed closer to the front property line than the minimum building setback line. All fences, screens, and similar exterior structures shall be constructed solely of wood, except for nails, and other hardware, or chain link. Retaining walls, animal enclosures, or tennis court

fencing may be of other materials, as approved by the architectural control committee. ✓

12. The use of concrete block, composition, or asphalt exterior siding, sheets, shingles, or asbestos siding of any building or structure is expressly prohibited, provided further that the architectural control committee shall have the authority to grant written approval for the use of such material.

13. No building, fence, wall, or other structure shall be commenced, erected, nor shall any exterior addition to or change or alteration in the exterior appearance of such structures be made until the plans, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the architectural control committee. The architectural control committee may, in its discretion, require a fee be paid for review of such plans and specifications.

The architectural control committee is composed of Ellis Coats, Stephen H. Murphy, Walter G. Murphy, and Martha J. Murphy. 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. At any time, the then record owners of a majority of the lots in the subject property, not including mortgagees, shall have the power through a duly recorded written instrument, to change the membership of the committee.

Should the committee fail to approve or disapprove such plans and specifications and location within 30 days after submission, then such approval shall not be required, but all other conditions and restrictions herein contained shall remain in force. 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.

If at any time the committee has ceased to exist as such, and has failed to designate a representative to act for it, the need for committee approval is dispensed with.

14. The restrictions created by this declaration benefit and burden only the land described in this declaration. Notwithstanding the

sharing of present or future facilities by other land, whether developed by the declarant or others, the general plan created by the restrictions hereby created extends only to the land described in this declaration, and there is no intention to benefit any persons other than those having an interest in the land described herein. The existence of easement rights or covenant benefits by persons owning land or having an interest in land outside the land described in the declaration does not confer upon them any right whatever to enforce the restrictions hereby created.

If the parties hereto, or their successors or assigns, or any successor in the interest to the subject property 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 covered by these covenants to prosecute any proceeding at law or an equity against the person or other party violating or attempting to violate any such covenant, and either to prevent him in equity from so doing, or to recover damages for such violation.

No previous landowner (including the declarant) shall have the power to enforce these restrictions after he has disposed of all his land in the subdivision.

All of these restrictions apply not only to the first building erected on each lot, but also to any building thereafter erected as long as these restrictions remain in force and effect. Invalidation of any one or more of these covenants by court order shall in no way affect any of the other provisions which shall remain in full force and effect.

15. No interference whatsoever with any of the streams, branches, or creeks shall be allowed and no person may divert, alter, dam, pollute, or contaminate any stream, branch, or creek that flows across the property covered by these covenants. No trees larger than four inches in diameter shall be cut for reason other than positioning a house, driveway, or septic tank, unless the tree is dying and/or becomes a hazard.

16. Any permanent changes to or variance from any of the provisions of these protective covenants may be made by an instrument in writing, clearly indicating such intention, duly executed by the then record owners of three-fourths 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. Only owners of the

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fee title shall be permitted to vote on such modification of these building restrictions.

Notwithstanding any statement contained herein to the contrary, these protective covenants shall remain in effect for an initial period of twenty five (25) years from the date hereof, and shall be automatically extended for additional ten (10) year periods, unless a majority of the lot owners at the end of any such period shall agree to a change or termination of these restrictions. In the taking of any such vote, each homesite shall be entitled to one vote and in the case of multiple ownership of any lot, such vote may be cast only if a majority of the owners of that lot agree on their vote.

IN WITNESS WHEREOF, the undersigned, Murphy Properties, Inc., the owner of the subject property, hereby adopts the foregoing restrictive covenants by executing this instrument on the 6 day of June, 1979/1980.

MURPHY PROPERTIES, INC.

Attest: [Signature] BY: [Signature]
Its Secretary Its President

The Bank of Florence, as mortgagee of the subject property, acting by and through its duly authorized officers, hereby accepts and agrees to the imposition of the foregoing covenants on Six Mile Landing.

Done this 10 day of June, 1979.

THE BANK OF FLORENCE

BY: [Signature]

Acknowledged in Code Form by Stephen H. Murphy, as President of Murphy Properties, Inc., a corporation, before John C. Harris, Jr., a Notary Public for Lauderdale County, Alabama, on June 6, 1980. SEAL.

Acknowledged in Code Form by James B. Flemming, as President of The Bank of Florence, before John C. Harris, Jr., a Notary Public for Lauderdale County, Alabama, on June 10, 1980. SEAL.

Filed, June 10, 1980.

Recorded, Book 1174, Pages 118-124.

THE STATE OF ALABAMA
COUNTY OF LAUDERDALE

6546

AMENDMENT OF PROTECTIVE COVENANTS
FOR SIX MILE LANDING

WHEREAS, the undersigned, Murphy Properties, Inc., The Bank of Florence, and SouthTrust Bank of the Quad Cities, Inc., are the owners of all the lots in the subdivision known as Six Mile Landing, as the same is recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 5, Page 71, and

WHEREAS, a general plan of covenants, conditions, restrictions, and reservations currently exists relative to said property, as recorded in the aforesaid probate office in Book 1174, Pages 118-124, and said protective covenants provide, in paragraph number sixteen (16) thereof, that any permanent changes to or variance from any of the provisions of the said protective covenants may be made by an instrument in writing, clearly indicating such intention, duly executed by the then record owners of three-fourths (3/4) 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, and

WHEREAS, the undersigned are all the owners of the lots in said subdivision and the undersigned do believe that the marketability of the lots in the subdivision would be enhanced by an amendment of said protective covenants as hereinafter stated,

NOW, THEREFORE, in consideration of the premises and the mutual advantage to each of the undersigned, the undersigned do hereby expressly and clearly indicate the following change to those protective covenants by amending paragraph number three (3) of said protective covenants as recorded to read

as follows:

3. All dwellings constructed upon said property shall be of permanent residence type, and a one story dwelling shall have a square footage area of at least 1,100 square feet and any two story dwelling shall have a square footage of at least 1,200 square feet, exclusive of basements, out buildings, carports, garages, terraces, porches and like. All driveways shall be paved with concrete or other paving material from the dwelling to the point of entry to the street. Each dwelling constructed on the subject property shall have a carport or garage for either one or two cars. Any garage that opens toward the street must have a door.

IN WITNESS WHEREOF, the undersigned, constituting all the owners of lots in the subject subdivision, hereby adopt the foregoing change and amendment to the protective covenants, effective this date, by executing this instrument on the 22 day of July, 1982.

MURPHY PROPERTIES, INC.

BY: Stephen H. Murphy
Its: President

THE BANK OF FLORENCE

BY: [Signature]
Its: _____

SOUTHTRUST BANK OF THE QUAD CITIES, INC.

BY: [Signature]
Its: Vice-President

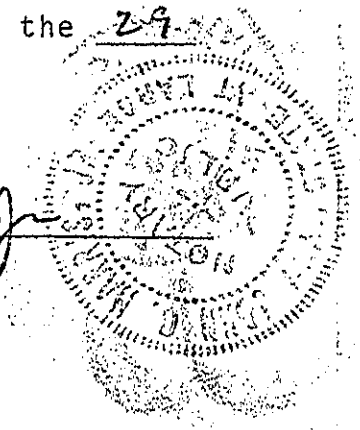
THE STATE OF ALABAMA
COUNTY OF LAUDERDALE

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Stephen H. Murphy, whose name as President of Murphy Properties, Inc., a corporation, is signed to the foregoing amendment, and who

is known to me, acknowledged before me on this day that, being informed of the contents of said amendment, 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 official seal this the 29 day of July, 1982.

James B. Fleming
Notary Public

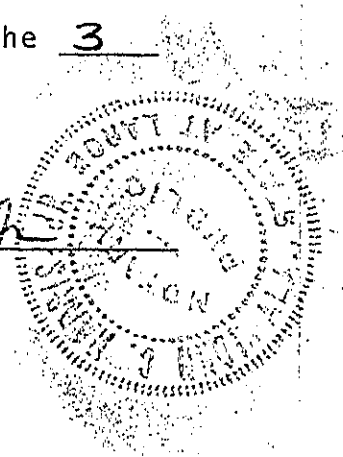


STATE OF ALABAMA
COUNTY OF LAUDERDALE

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that James B. Fleming, whose name as President of The Bank of Florence, a corporation, is signed to the foregoing amendment, and who is known to me, acknowledged before me on this day that, being informed of the contents of said amendment, 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 official seal this the 3 day of ~~July~~ ^{August}, 1982.

James B. Fleming
Notary Public



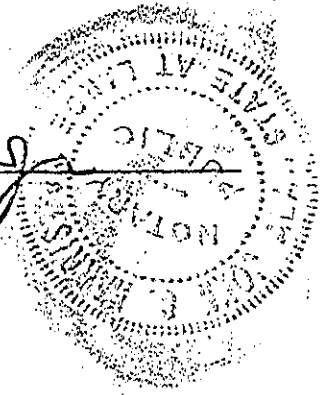
STATE OF ALABAMA
COUNTY OF LAUDERDALE

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Joe F. Cobb, whose name as Vice-President of SouthTrust Bank of the Quad Cities, Inc., a corporation, is signed to the foregoing amendment, and who is known to me, acknowledged before me on this day that, being informed of the contents of said amendment, 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 official seal this the 22 day of July, 1982.

Jimmy Dancy
Notary Public



STATE OF ALABAMA
LAWYERDALE COUNTY, PROBATE COURT
I hereby certify that the foregoing instrument was
brought to record in this office on Aug 3 1982
at 4:18 P.M. o'clock and duly recorded in Vol. 240 pgs. 624-27
Deed Tax \$ _____ Mig. Tax _____ Fed. 6.00

William Blumson Judge of Probate