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River Oaks III

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Covenants

Amended Covenants

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Book 223,

River Manor Properties,

PROTECTIVE

Dated Sept. 30, 1957.

Page 147.

Inc., a corporation,

COVENANTS.

Filed Sept. 30, 1957.

RECITES:-

That River Manor Properties, Inc., a corporation, as the sole owner of all the property embraced in that subdivision shown on the map and plat prepared by Foster F. Fountain, Jr., Registered Engineer and Land Surveyor, which said subdivision is described and designated as "River Oaks Section III", located in Sheffield, Colbert County, Alabama, and said map and plat is recorded in the office of the Judge of Probate of Colbert County, Alabama, in Plat Book 4, Page 4, does hereby impose on the lots provided in said plat the hereinafter set forth building restrictions and protective covenants, for the benefit of the present owner and its successors and assigns as follows:

(1) No lot shall be used except for residential purposes provided however, that it is permissible for a church to be built upon Lot 27, Block "B".

Except for Lot 27 Block "B" no building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling, not to exceed two stories in height, exclusive of basement, and a private garage for not more than two cars. A garage conforming in architecture with the main dwelling house may be built separately or as a part of said dwelling, but no separate garage or other separate structure shall be erected nearer the front lot line than 10 feet back of the front line of the main house.

(2) No building shall be located nearer than 40 feet to the front lot line on any lot except the following lots: Lots Numbered 7, 10, 11, 22 and 26 in Block "B", and Lots Numbered 1 and 6 in Block "C" and on the excepted lots as herein stated no building shall be located nearer than 35 feet to the lot line facing any street. No dwelling or any other accessory building shall be located nearer than 15 feet to any rear lot line. In no event shall any dwelling house be constructed on any lot closer to the front lot line or any lot line facing a street than the setback line shown on the recorded

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plat herein referred to. The rear line of the main structure of any dwelling shall not be closer than 40 feet to the rear lot line.

(3) No residential structure shall be erected or placed on any building plot consisting of less than one full lot as shown on the hereinabove referred to plat of said subdivision, and not more than one residence shall be erected on any lot.

(4) Easements are reserved over the rear 8 feet of each lot and over 8 feet along each inside lot line of each lot in said subdivision for the installation and maintenance of public utilities.

(5) The ground floor area of any dwelling house constructed in said subdivision, exclusive of porches and garages, shall be not less than 1200 square feet for a one story dwelling, nor less than 1000 square feet for a dwelling of more than one story. No dwelling or appurtenant building shall be constructed of exposed concrete blocks, painted or unpainted, or of asbestos siding, provided that concrete blocks may be used for foundations if same are covered or plastered.

(6) 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 hindrance to the neighborhood.

(7) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, temporarily or permanently.

(8) No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) feet square advertising the property for sale or rent, or a sign used by a builder to advertise the property during the construction and sales period.

(9) No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

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(10) No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All waste shall be kept in sanitary containers and all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(11) Should any person or persons 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 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 restrain him or them from so doing or to recover damages for such violations.

(12) These covenants shall run with the land and be binding upon all parties and persons claiming thereunder until January 1, 1988, at which time said covenants shall be automatically extended for successive periods of ten years, unless by vote of a majority of the then owners of the lots in said subdivision it is agreed to discontinue or change said covenants in whole or in part.

(13) 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.

No Witnesses:

(Signed) RIVER MANOR PROPERTIES, INC.,  
By E. H. Darby,  
PRESIDENT.

ATTEST:

John F. Darby  
SECRETARY.

(Seal).

General acknowledgment of E. H. Darby as President, on  
Sept. 30, 1957, before Edward M. Semmes, Notary Public,  
Colbert County, Alabama. (Seal).

Book 223, Page 179.	Mutual Savings Life Insurance Company, a corporation, By Melvin Hutson, Pres., Attest: Joe D. McPherson, Its Secretary, (Seal),	CERTIFICATE OF <u>ADPTION.</u>	Dated Sept. 30, 1957 Filed Sept. 30, 1957
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RECITES:-

WHEREAS, River Manor Properties, Inc., a corporation, has subdivided and platted certain properties in Sheffield, Colbert County, Alabama, and designated the same as "River Oaks Section III"; and

WHEREAS, Mutual Savings Life Insurance Company, a corporation, is the mortgagee in that certain mortgage executed by Elton H. Darby and wife, and River Manor Properties, Inc., to said Mutual Savings Life Insurance Company on February 6, 1956, which said mortgage is recorded in Mortgage Book 321, page 534, in the office of the Probate Judge of Colbert County, Alabama, and which said mortgage covers the property subdivided and designated as "River Oaks Section III".

NOW, THEREFORE, Mutual Savings Life Insurance Company, a corporation, the mortgagee of a mortgage on the property subdivided and designated as "River Oaks Section III" does hereby consent and agree to said subdivision and does hereby accept and adopt said plat as being true and correct and as an official record thereof, and does hereby accept and adopt the restrictive covenants pertaining to said subdivision filed for record in the office of the Probate Judge of Colbert County, Alabama.

No Witnesses:           General acknowledgment of Melvin Hutson, as President of Mutual Savings Life Insurance Company, a corporation, on Sept. 30th, 1957, before Mary Harris, Notary Public, Morgan County, Alabama. (Seal).

Book 223, Page 577.	River Manor Properties, Inc., a corporation, By E. H. Darby, Pres., Attest: John F. Darby, Secretary, (Seal),	<u>AMENDMENT.</u>	Dated Oct. 29, 1957. Filed Oct. 29, 1957.
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RECITES:-

That whereas, River Manor Properties, Inc., a corporation, herein called Owner, as owner of all of the property in River Oaks Section - III, a subdivision in the City of Sheffield, Alabama, did by instrument dated Sept. 30, 1957, and recorded in deed book 223, page 147, in the office of the Probate Judge of Colbert County, Alabama, impose certain protective covenant on the property in said subdivision; and

Whereas, Owner is now the owner of all of the lots in said subdivision except lot numbered 27 in Block "B", which has been conveyed to The Protestant Episcopal Church in the Diocese of Alabama, herein called the Church; and

Whereas, the Church has requested that paragraph No. (1) of the said protective covenants be amended, and Owner desires to grant said request;

Now, Therefore, in consideration of the premises, Owner does hereby amend paragraph No. (1) of the said protective covenants dated September 30, 1957, to read as follows:

(1) No lot shall be used except for residential purposes, provided however that a church, a parish house, or a rectory, or all three, may be built on lot numbered 27 in Block "B". Except for lot 27 in Block "B", no building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling, not to exceed two stories in height, exclusive of basement, and a private garage for not more than two cars. A garage conforming in architecture with the main dwelling house may be built separately or as a part of said dwelling, but no separate garage or other separate structure shall be erected nearer the front lot line than 10 feet back of the front line of the main house.

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No Witnesses: General acknowledgment of said President, on Oct. 29, 1957, before Quinton E. Musick, Notary Public, Colbert County, Alabama. (Seal).

Compliments of Alabama Land Services, Inc.