

For Appointment of Architectural Committee
See Misc. Book 19 - Page 162

RESTRICTIONS

GENERAL ROBERT E. LEE CIRCLE

WHEREAS, the undersigned SPANISH FORT ESTATES, INC., an Alabama corporation, is the owner of real property in the County of Baldwin, State of Alabama, described as follows:

General Robert E. Lee Circle, as shown on plat thereof recorded in Map Book 5, page 237, in the office of the Judge of Probate of Baldwin County, Alabama

and

WHEREAS, Spanish Fort Estates, Inc., desires to place certain protective restrictions, hereinafter set forth, on all of the land within General Robert E. Lee Circle, in connection with its planned development as a residential subdivision and intends to make all conveyances of lots in the subdivision subject to such restrictions in order to insure the best use and most appropriate development and improvement of the property and in order to enhance its value;

NOW THEREFORE, SPANISH FORT ESTATES, INC., does hereby impose the following protective restrictions on the property:

A. The property shall be used for residential purposes only, and 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 a nuisance to the neighborhood.

B. No building shall be erected, placed, or altered on any lot until the building plans, specifications and plot plans 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, and as to direction in which the front of said building faces, by an Architectural Committee of three to be designated by Spanish Fort Estates, Inc., or by a designated representative of said committee. The copy of such building plans, specifications and plot plans submitted to the Architectural Committee will be returned to the owner thereof and shall be retained by such owner. A written instrument will be executed by Spanish Fort Estates, Inc., and duly recorded naming the members of this committee. In the event of death of or resignation of any member of the committee, the remaining member or members shall have full authority to approve or disapprove such design and location or to designate a representative of like authority. Spanish Fort Estates, Inc., may, at any time, by written instrument duly recorded, remove any member of this committee or replace any member or name a new member in place of any member who has resigned or died. If the committee or its designated representative fails to approve or disapprove such design and location within fourteen (14) days after plans and specifications have been submitted to it, such approval will not be required. Notice of disapproval shall be by certified or registered letter addressed to the owner submitting plans and specifications, addressed to his last known address. Such notice will set forth in detail the elements disapproved and the reasons therefor. The notice need not, however, contain any suggestions as to methods of correcting matters and things disapproved. In lieu of notice by certified or registered mail, notice may be given in writing to the submitting party in person. The judgment of the supervising authority or committee shall in all things be final.

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C. No building or any part thereof, of any character, may be erected or maintained on any part of a lot which is subdivided subsequent to the date hereof, except that where a lot is subdivided and all of its parts are combined with adjacent entire lots, a building may, with the approval of the Architectural Committee, be erected and maintained on each of the lots as so combined even though a portion of such building may be located on a part of the subdivided lot, and each resulting combined lot shall be subject to these restrictions as fully and completely as if shown on the subdivision plat as a single lot.

D. No animals, livestock or poultry of any kind other than house pets shall be kept or maintained on any part of the property. Dogs, cats and other house pets, in a total number not exceeding four, may be kept on each lot provided they are not kept, bred, or maintained for any commercial use or purpose.

E. Only one building, having habitable ground floor area, exclusive of basements, open porches and garages, of at least nine hundred (900) square feet shall be erected, altered, placed or permitted to remain on any lot; provided, however, that a detached garage, servants' quarters or other outbuilding may be erected or permitted to remain upon any lot if the written approval of the Architectural Committee is first obtained.

F. No fence, wall or hedge shall be located nearer the front property line of any lot than the front wall of the main building (excluding open porches) is located.

G. None of the restrictions herein set out shall operate as a cloud upon the title to any of the properties to which the restrictions relate, nor shall any violation of restrictions cause a forfeiture of title.

H. The undersigned owner of the subdivision reserves to itself and its successors and assigns the right and easement to construct, install, maintain and repair power, water, gas, sewer, telephone and other utility lines and facilities and drainage ditches in, on, over and under the street fifty (50) feet in width in part and sixty (60) feet in width in part which ends in a circle on the North and at U. S. Highway 31 on the South as shown on the subdivision plat, with full right of ingress and egress to and from such street across adjoining property; and the undersigned reserves to itself and its successors and assigns the right to contract generally with others for the doing of any or all of such things and to grant unto others such easements, rights, and privileges in the subdivision as the undersigned may deem appropriate or convenient in connection therewith.

I. No house trailer shall be brought on any lot or parked in the subdivision, and no trailer, tent, shack, garage, barn, or outbuilding of any type erected on a lot covered by these restrictions shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary nature be used for human habitation, except that servants' quarters may be occupied by the servants of the occupants of the main building on the lot on which the servants' quarters are located.

J. No septic tank, or septic tank drain field, and no well or pump, shall be placed nearer any lot boundary than five (5) feet; and no septic tank system or individual water-supply system shall be constructed, used or allowed to remain on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of state public health authorities. Approval of such system as installed shall be obtained from such authorities.

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K. At the beginning of occupancy of any main building, there shall be grass established in each square foot of lawn area from the front lot line to a line twenty-five (25) feet behind the building, and there shall also be at such time appropriate foundation plantings around the front and sides of the building with a minimum of two (2) shrubs per one hundred (100) square feet of ground floor dwelling area.

L. Each building shall be completed within nine (9) months after construction of such building is begun unless completion is prevented by conditions found by the Architectural Committee to be beyond the control of the owner.

M. No historic breastworks, fortifications, or trenches which may be located on any lot shall be removed or in any way altered unless such removal or alteration shall have been first approved in writing by the Architectural Committee.

N. These restrictions are to run with the land and shall be binding upon all parties and persons claiming under them until January 1, 1994, and thereafter, unless before such date the adult record owners of seventy per cent (70%) of the lots in the subdivision, or unless on or after such date the adult record owners of sixty per cent (60%) of the lots in the subdivision, shall by instrument in writing annul, amend or modify such restrictions in whole or in part.

O. Should any provision, clause, restriction, limitation or condition of this instrument be declared unenforceable, illegal, against public policy, or inconsistent with or contrary to the laws or Constitution of the State of Alabama or the United States of America by any court of competent jurisdiction or by any legislative enactment of the State of Alabama or of the United States of America, every remaining provision, clause, restriction, limitation or condition contained herein not affected by such judicial or legislative declaration, decision, or act shall in nowise be altered or invalidated. Any owner or owners of any part of the land hereby restricted shall have the right to prosecute any proceedings at law or in equity against any person or persons violating or attempting to violate any of these restrictions, conditions and limitations and either prevent him or them from so doing or recover damages or other compensation for such violation. The failure of the owner of any land so restricted to enforce any of the restrictions herein set forth at the time of their violation shall in no event be deemed a waiver of the right to do so thereafter.

IN WITNESS WHEREOF, SPANISH FORT ESTATES, INC., has caused this instrument to be signed, sealed and attested by its officers thereunto duly authorized, on this 17th day of MAY, 1963.

SPANISH FORT ESTATES, INC.

By James E. Peery, Jr.
as President

ATTEST:

David B. Fuller
as Vice President

(AFFIX CORPORATE SEAL)

STATE OF ALABAMA,
BALDWIN COUNTY

I certify that this instrument was filed on

AUG 12 1963 2:30 P

and that no tax was collected. Recorded in Miss.

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Page 146-49
By NAK
Judge of Probate

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned Notary Public in and for said County in said State, hereby certify that GEORGE E. FULLER, JR., and DAVID B. FULLER, whose names as President and Vice President, respectively, of Spanish Fort Estates, Inc., a corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and Notarial Seal this the 17th day of May, 1963.

Mary B. Owsley
Notary Public, Baldwin County, Alabama

(AFFIX NOTARIAL SEAL)

My commission expires:

March 13, 1963

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