

Beth Scroggins

From: Mark Gotschall [Mark@suretyland.com]
Sent: 2009-04-01 1:45 PM
To: 'Beth Scroggins'
Subject: FW: needing covenants and restrictions

From: Brunson, Laurye [mailto:LauryeBrunson@robertsbrothers.com]
Sent: Wednesday, April 01, 2009 1:42 PM
To: Mark Gotschall
Subject: RE: needing covenants and restrictions

4048 S. Marchfield Dr.

Laurye Brunson
Sessions Team Assistant
251.661.4660 - office
251.661.6310 - fax
lauryebrunson@robertsbrothers.com

From: Mark Gotschall [mailto:Mark@suretyland.com]
Sent: Wednesday, April 01, 2009 11:42 AM
To: Brunson, Laurye
Subject: FW: needing covenants and restrictions

From: Beth Scroggins [mailto:beth@suretyland.com]
Sent: Wednesday, April 01, 2009 11:12 AM
To: 'Mark Gotschall'
Subject: RE: needing covenants and restrictions

Yes I need a address because all subdivisions except a few have different map books and pages leading to difference restrictions.

From: Mark Gotschall [mailto:Mark@suretyland.com]
Sent: 2009-04-01 10:33 AM
To: 'Beth Scroggins'
Subject: needing covenants and restrictions

Marchfield

I don't have an address as of yet. Please let me know if you definitely need it.

thanky

04/01/2009

Restrictive Covenants

STATE OF ALABAMA)

Mobile)
COUNTY)

723029

Alabama Power

PREPARED BY:

M. L. FERGUSON

P.O. Box 2247

MOBILE, AL. 36652

KNOW ALL MEN BY THESE PRESENTS, THAT

WHEREAS, the undersigned owners of record of the following described real estate in Mobile County, Alabama, to wit: MARCHFIELD

Subdivision as shown on the plat recorded in Map Book 34, Page 49, in the Office of the Judge of Probate of Mobile County, Alabama; and

WHEREAS, the said undersigned owners are desirous of establishing or placing the heretofore described subdivision under certain restrictive covenants to insure the use of the property for attractive residential purposes and thereby to secure to each site owner the same advantages insured to other site owners.

NOW, THEREFORE, the undersigned owners do hereby adopt the following conditions, restrictions, covenants and limitations which shall apply in their entirety to all lots in the said Subdivision and shall be included as a part of the consideration in transferring and conveying title to any or all of said lots in said subdivision:

1. The owners of lots within said subdivision will not erect or grant to any person, firm or corporation the right, license or privilege to erect or use or permit the use of overhead wires, poles, or overhead facilities of any kind for electrical, telephone, or cable television service on said real estate (except such poles and overhead facilities as may be required at those places where distribution facilities enter and leave said subdivision, or existing overhead transmission facilities). Nothing herein shall be construed to prohibit overhead street lighting, or ornamental yard lighting, where serviced by underground wires or cables.

2. In order to beautify said subdivision for the benefit of all lot owners and permit Alabama Power Company to install underground electric service to each house in said subdivision for the mutual benefit of all lot owners therein, no owner of any lot within said subdivision will commence construction of any house on any said lot until such owner (1) notifies Alabama Power Company that such construction is proposed, (2) grants in writing to Alabama Power Company such rights and easements as Alabama Power Company requests in connection with its construction, operation, maintenance and removal of underground service lateral of each lot, and (3) otherwise complies with the Rules and Regulations for Underground Residential Distribution on file with and approved by the Alabama Public Service Commission.

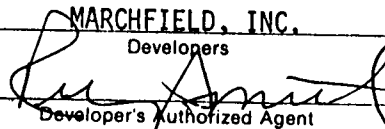
3. Alabama Power Company, its successors and assigns, will retain title to the underground service lateral and outdoor metering trough serving each said house, and said service entrance facilities provided by Alabama Power Company will not in any way be considered a fixture or fixtures and thereby a part of said real estate, but will remain personal property belonging to Alabama Power Company, its successors and assigns, and will be subject to removal by Alabama Power Company, its successors and assigns, in accordance with applicable Rules and Regulations filed with and approved by the Alabama Public Service Commission.

4. These covenants and restrictions touch and concern and benefit the land and shall run with the land and shall be binding on Alabama Power Company, the undersigned, their respective heirs, successors and assigns. Invalidation of any one of the foregoing covenants and restrictions shall in no way affect any other provision contained herein.

IN WITNESS WHEREOF, this instrument has been executed this 23rd day of March, 1981

MARCHFIELD, INC.

Developers


Developer's Authorized Agent

STATE OF ALABAMA)

Mobile)
COUNTY)

I, Elizabeth W. Montiel

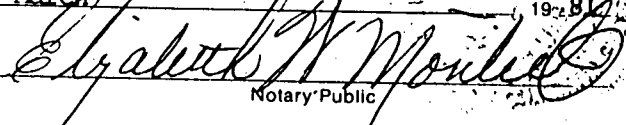
County, in said State, hereby certify that Riley Smith, a Notary Public in and for said

whose name as Vice-President

Marchfield, Inc.

of a corporation, is signed to the foregoing restrictive covenants, and who is known to me, acknowledged before me on this date that, being informed of the contents of the agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of the corporation.

Given under my hand and official seal, this the 23rd day of March, 1981


Notary Public

STATE OF ALABAMA)

COUNTY)

I, _____, a Notary Public in and for said County, in said State, hereby certify that

whose name(s) _____ signed to the foregoing restrictive covenants, and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of the corporation.

Given under my hand and official seal, this the _____ day of _____, 1981

STATE OF ALABAMA)

COUNTY OF MOBILE)

DECLARATION OF RESTRICTIONS AND COVENANTS

FOR

MARCHFIELD

UNIT I

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Restrictions and Covenants is made, adopted, published and declared this 4th day of June, 1981 by Marchfield, Inc., a corporation, hereinafter sometimes referred to as "Owner";

W I T N E S S E T H:

WHEREAS, the undersigned is the owner of the real property in the City and County of Mobile, Alabama, and described as follows:

MARCHFIELD, UNIT I as per plat thereof recorded in Map Book 34, Page 49 of the records in the Office of the Judge of Probate of Mobile County, Alabama; and

WHEREAS, Owner is desirous of placing certain restrictions, conditions and reservations (hereinafter collectively referred to as "restrictions") upon the above described property in accordance with a general scheme or plan in order (a) to protect the owners of each lot against improper use of surrounding lots as will depreciate the value of the property, (b) to preserve, as far as practicable, the natural beauty of each lot, (c) to insure the creation of attractive, well designed, properly proportioned and appropriate homes of suitable materials with appropriate locations on said lots, (d) to insure proper building set-backs from street and lot lines, (e) to provide adequate free space between structures, and (f) in general, to assure the best and most appropriate development and improvement of the subdivision and each lot thereon:

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NOW, THEREFORE, Owner does hereby impose the following protective restrictions:

1. RESIDENTIAL USE ONLY: All lots in the subdivision shall be known and described as residential lots. No lot may be improved, used or occupied for other than private residence purposes, and no flat, duplex, apartment house, group apartment, or condominium, though intended for residence purposes, may be erected thereon. Each house in this subdivision shall be designed to accommodate and shall be occupied by only one family. Family, for the purposes of this restriction, shall be defined as individuals related by blood or marriage.

2. ARCHITECTURAL COMMITTEE: No building shall be erected, placed or altered on any plot in this subdivision until the building plans and specifications (which must show the habitable area square footage as defined in Section 7 hereof (and which must show the front elevations), and plot plan showing the location of such building have been approved in writing (by separate letter or by a written notation on a set of said plans, specifications and plot plan, which approved set shall be retained by the builder or homeowner) as to conformity and harmony of external design with existing structures in the subdivision, as to location of the building with respect to topography and finished ground elevation, and as to compliance with all other requirements of these restrictions, by an Architectural Committee composed of Riley B. Smith and Riley Smith, or by a representative designated by the members of said committee. In the event of death or resignation or either member of said committee, the remaining member shall have full authority to appoint a successor member and 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

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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. If such plans and specifications are disapproved, written notice of such disapproval shall be given to the submitting lot owner in person or by U.S. Mail. 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, 1999.

Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon, 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.

3. BUILDING LOCATION: No building on any corner lot shall be located nearer than 25 feet to the lot line fronting any street, without the written approval of the Architectural Committee. No building shall be located on any other lot nearer than 30 feet to the front lot line, without the written approval of the Architectural Committee. No building shall be located nearer than 10 feet to an interior lot line, except that a minimum 5 foot sideyard shall be required for a garage or other permitted accessory building located 40 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 10 feet to the rear 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. The building location must also comply with the Zoning Ordinances of the City of Mobile unless a special exception is obtained from the Board of Adjustment and approved by the Architectural Committee.

4. RESUBDIVISION: 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, but each resulting combined lot shall be subject to these restrictions as full and completely as if shown on the subdivision plat as a single lot.

5. OFFENSIVE ACTIVITIES, ETC.: No trade or business activity of any kind shall be carried on upon any lot, nor shall any noxious or offensive activity be done thereon which shall be or become an annoyance or nuisance to the neighborhood. No structure, including fences, shall be erected so as to channel water on an adjacent lot. No outside clothes lines shall be permitted in the subdivision unless screened in such manner as not to be visible from adjacent lots or streets.

6. TRAILERS, ETC.: No trailer, mobile home, basement, tent, shack, garage, barn, or other outbuilding erected on any lot shall at any time be used as residence, temporarily or permanently, nor shall any structures of a temporary character be used as a residence. House trailers, mobile homes, motor homes, campers, and/or trailers may be kept on the premises only if kept either within a fully enclosed garage or under a carport not visible from any public street. No boat 25 feet in length, or larger, may be kept on the premises and all smaller boats must be

kept on trailers in the rear yard not visible from any public street, or within a garage or carport not visible from any public street.

7. TYPE AND SIZE OF BUILDINGS: No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling, which shall be not more than two and one-half stories in height and shall have habitable area, exclusive of basements, open porches and garages, of at least TWO THOUSAND AND TWO HUNDRED SQUARE FEET, with at least 1,200 square on the ground floor if it be more than one story in height; of at least 1,400 square feet if it be one story and one-half; provided, that a detached garage, servants' quarters or other out-building may be erected or permitted to remain upon any lot if the written approval of the Architectural Committee is first obtained.

All dwellings must contain a garage or carport, which shall not have a flat roof. No garage or carport may face or open on any street, except in the case of corner lots, and then only with the written approval of the Architectural Committee.

It is understood that the Architectural Committee shall give approval to one reasonably sized storage out-building to be located near the rear lot line, unless the circumstances indicate otherwise for the benefit of the entire subdivision.

8. ANIMALS: Dogs, cats and other domesticated animals, not exceeding four, may be kept by each lot owner, provided they are not kept, bred or maintained for any commercial purpose or use and are not a nuisance, annoyance or danger to the neighborhood. No other animal or fowl shall be kept or maintained on any part of said property.

9. GARBAGE DISPOSAL CONTAINERS AND EQUIPMENT: No lot shall be used as a dumping ground for rubbish, and all debris and trash from clearing or construction must be immediately removed. Trash, garbage or other waste shall not be kept except in sanitary

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containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean, sanitary condition.

10. MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon the surface of any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or within 500 feet beneath the surface of 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.

11. FENCES, WALLS, HEDGES AND ORNAMENTAL STRUCTURES: No hedge shall be located nearer the front property line of any lot than ten feet to the rear of the front of the dwelling on such lot without the written approval of the Architectural Committee; and no fence, wall or ornamental structure, other than one which is an integral part of the dwelling itself, shall be constructed upon any portion of any lot without the prior written approval of the Architectural Committee. All fences facing any public street must be made of wood, faced with wood, or have the outward appearance of being made of wood.

12. SIGNS: No sign of any kind shall be displayed to public view on any lot except one professionally lettered sign not more than four square feet in size, which may advertise the property for sale or rent; except during the construction period, one additional sign may be erected by the builder and a security service sign shall also be allowed when applicable.

13. EASEMENTS: All easements shown on the recorded plat of the subdivision are hereby adopted as a part of these restrictions, and all lots in the subdivision shall be subject to such easements. The undersigned owner of the subdivision reserves unto itself and its successors and assigns the right

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and easement, but not the obligation, to construct, install, maintain, repair and replace power, gas, sewer, telephone, and other utility lines, equipment and facilities and drainage ditches, in, on, over and under the streets and road and easements shown on the recorded plat of the subdivision, and to construct, install, operate, maintain, repair and replace lights, walls, fences, shrubbery, bushes and trees and other decorative or screening improvements in, on, over and under the property included within the areas designated as fences, drainage and/or utility easements, if any, with full right of ingress and egress to and from said streets and roads and easements across adjoining property; and the undersigned reserves unto itself and its successors and assigns the right to contract generally with others for the doing of any and all such things and the right to grant unto others such easements, rights and privileges as the undersigned may deem appropriate or convenient in connection therewith.

14. AMENDMENT OR MODIFICATION OF RESTRICTIONS: Any or all of the restrictions or requirements hereinbefore set forth may be annulled, amended, or modified at any time by an instrument executed by the owner or owners of not less than eighty percent (80%) of the lots in said subdivision, which said instrument shall be acknowledged by each such owner signing same and shall be filed for record in the office of the Judge of Probate of Mobile County, Alabama, PROVIDED, that no amendment shall place an additional burden or restriction or requirement on any lot in said subdivision, the owner of which does not join in said amending instrument.

15. TERM: The foregoing restrictions shall run with the land and shall be binding on all lot owners, or upon all parties and persons claiming under or through the, each of whom shall, by virtue of his acceptance or acquisition of title or other interest, accept and agree to be bound by and to abide by all terms and provisions of this instrument, all of which shall be and remain in full force and effect until January 1, 1999. After which time said restrictions shall automatically

be extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

16. VIOLATIONS: Any violation of these covenants shall not act as a cloud upon the title of the property concerned and title shall not be forfeited as a result of such violation.

17. ENFORCEMENT: If any person or persons shall violate or attempt to violate any of the restrictions contained herein, it shall be lawful for any member of the Architectural Committee or any party 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 restriction and either to prevent him or them from so doing or to recover damages for such violation.

18. SEVERABILITY: Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall be and remain in full force and effect.

19. GARDEN CLUB: It is expected that the individual lot owners will at some point in time form a garden club or property owners association. All lot owners are encouraged to join such organization, but assessments by such organization shall not constitute a lien against or cloud upon the title of any lot, unless consented to by the then owner of such lot. Among the purposes of such organization shall be the establishment of rules and policies with respect to the use and maintenance of all common areas, such as streets, islands, subdivision's name signs, decorative fences, and the like; but shall have no jurisdiction over privacy fence (which each lot owner shall maintain such portion thereof as is on his lot).

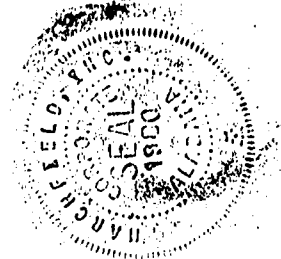
IN WITNESS WHEREOF, Marchfield, Inc. has caused this instrument to be executed in its name and on its behalf by its officers thereunto duly authorized, with its corporate seal hereunto affixed on the date set out in the acknowledgement below.

MARCHFIELD, INC.

By Riley B. Smith
Its President

ATTEST:

Riley B. Smith
Its Secretary



STATE OF ALABAMA
COUNTY OF MOBILE

I, Elizabeth W. Montiel, a Notary Public in and for said State at Large, hereby certify that Riley Boykin Smith and Riley Smith, whose names as President and Secretary, respectively, of MARCHFIELD, INC., a corporation, are signed to the foregoing restrictions in their capacities as said President and Secretary, respectively, executed the same on behalf of the said corporation voluntarily on the day the same bears date.

Given under my hand this the 4th day of June 1981.

Elizabeth W. Montiel
NOTARY PUBLIC, STATE AT LARGE



This instrument was prepared by:

Riley Boykin Smith
1111 S Beltline Highway
Suite B
Mobile, AL 36606

RECORD FEE
14.00
STATE OF ALA. MOBILE CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON

JUN 5 2 50 PM '81

RECORDED
DEED TAX
JUN 5 1981
BY
John L. Moore
CLERK OF MOBILE