

STATE OF ALABAMA

ESCAMBIA COUNTY

RESTRICTIVE COVENANTS

Escambia County Probate
Robert D. Agerton, Judge of Probate
Filed/cert. 11/13/2020 11:01 AM
TOTAL \$ 19.50
6 Pages

0217234



WHEREAS the undersigned AND JUST PROPERTIES, LLC is the owner of the property described on attached Exhibit A in Escambia County, Alabama.

WHEREAS the undersigned desires to place certain protective restrictions hereinafter set forth upon this property, and the future use thereof, to protect the owner of each lot and the undersigned with respect to his adjacent property against such improper use of surrounding lots as will depreciate the value of his property; to preserve, so far as practicable, the natural beauty of such lots; to insure the erection thereon of attractive, well designed, properly proportioned, and appropriate homes and other structures constructed of proper and suitable materials, with appropriate locations of such homes and other structures on the lots; to insure proper set-backs from streets and lot lines; to provide adequate free space between structures, and in general to assure the best use and most appropriate development and improvement of the above described property and of each parcel thereon;

NOW THEREFORE, the undersigned does hereby impose the following protective restrictions upon the property:

1. **APPROVAL OF PLANS.** Any structures which are proposed to be built on the subject property shall be approved by Justin Beasley prior to any construction.

2. **USE.** No building or structure shall be erected, altered, placed, or permitted to remain on any lot other than one detached, single family dwelling consisting of at least 75% brick exterior, stucco, and vinyl or hardy plank trim with a private garage or carport and one appurtenant outbuilding. The outbuilding shall be no larger than 1600 square feet and 75% of the exterior shall be brick consistent with the main dwelling, with vinyl or hardy plank trim.

The subject property shall be used exclusively for residential use, and no business of any kind shall be conducted on the property.

No manufactured housing or modular homes shall be permitted.

3. **SIZE OF BUILDINGS.** Construction of the dwelling from start to completion shall be within 18 months. No family dwelling constructed on the property shall contain less than 1,800 square feet of heated and cooled area.

4. **LOCATION OF DWELLINGS.** There will be a 140' offset from the highway on all lots along Cindebran Road and the main building must be built contiguous to the front 140' setback. There will be a 10' set back from each side lot line.

All buildings shall be built within the setback area.

5. **ROOFS.** All roofs on improvements shall have a minimum of a 6/12 pitch and must be a shingle roof or similar composition. Metal/aluminum roofs shall be permitted.

6. **DRIVEWAYS.** Driveways shall be concrete. No dirt, grass, or asphalt drives shall be permitted.

7. **OUTBUILDINGS.** Any outbuilding placed or constructed on the property shall be located behind the main dwelling; shall be consistent with the main dwelling; and shall be no larger than 1600 square feet. Metal buildings will be permitted.

8. **MAINTENANCE.** The property shall be attractively maintained. The owners of each lot shall keep each lot mowed regularly, including that area from the lot line to the edge of street and the property shall be clear of any unsightly objects.

9. No mobile home or inoperative vehicles shall be located or permitted to remain on the subject property.

10. The property shall not be further subdivided.

11. **DISPOSAL OF REFUSE.** No garbage, trash, ashes, refuse, or other waste shall be thrown, or dumped on any lot or street or permitted to remain. Incinerators or other equipment for the storage of, or disposal of such material shall be kept in a clean and sanitary condition out of sight behind the main dwelling.

Garbage containers for garbage pickup shall be moved to the front of the lot only on the days of scheduled garbage pickup.

12. **ANIMALS.** 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 they are not kept, bred, or maintained for any commercial purpose, except that hunting dogs shall not be permitted. Domestic pets shall be limited to two in number and they must be kept in a fenced area of no less than 100 square feet per pet.

13. **WALLS AND FENCING.** Any fence or wall made of wood, vinyl or chain link shall need prior approval. No fence shall be taller than six feet (seventy-two inches) in height nor extend beyond the rear corner of the main dwelling.

14. **NOISE.** No noxious or offensive noises shall be permitted.

15. **TRAVEL TRAILERS.** Travel trailers shall not be used as a permanent residence while parked on any lot. Any travel trailer must be placed behind the main building and not be visible from the street.

16. **BOATS, RV'S AND RECREATIONAL MOTOR CRAFT.** All such items must be stored in a garage or outbuilding.

17. **MAILBOXES.** All mailboxes must be black in color or consistent with the exterior color

of the main dwelling. They shall be attractively mounted on a vinyl post which is not smaller than 4" x 4".

18. **MOTOR VEHICLES.** Motor vehicles without wheels, junk vehicles, or vehicles or trailers not currently licensed shall not be kept or permitted on any lot.

No semi-trucks or large trucks shall be permitted.

19. **ELECTRICAL SERVICE.** All electrical service from the road right of way to the main structure and any outbuildings shall be underground.

20. **TREES.** In order to preserve the natural look of each lot no more than 50% of the wooded growth shall be removed from each respective lot. No trees on the lots shall be cut unless the same should be damaged by disease, lightning, or other natural disaster from which the tree will not recover. However, trees may be cut in the specific area where houses or improvements are constructed on the respective lots.

The foregoing restrictions shall run with the land and shall be binding upon all lot owners, and upon all parties and persons claiming under or through them, 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, 2045, and thereafter, unless before such date the record owners of at least 75% of the owners of the lots in the subject property shall by instrument in writing annul, amend, or modify such restrictions in whole or part; provided, however, that no modification or amendment shall place an additional burden or restriction on any lots the owners of which do not join in such modification or amendment.

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 of the 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 be and remain in full force and effect.

Compliance with any requirement or restriction imposed by this instrument may be waived by the undersigned or the personal representative of his estate on a case by case basis. Any such waiver shall be reduced to writing and executed, acknowledged and recorded as provided by law for the conveyance of real estate.

No breach of any of the restrictive covenants imposed by this instrument shall cause a forfeiture of title.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 28ND day of October,
2020.

**AND JUST PROPERTIES, LLC, an
Alabama Limited Liability Company**

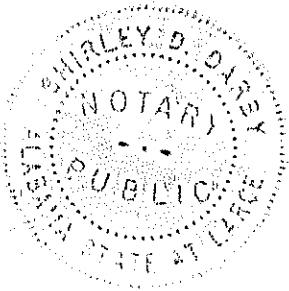
By: Justin Beasley
Andrea Beasley
Its Members

STATE OF ALABAMA

ESCAMBIA COUNTY

I, the undersigned notary public in and for said state and county aforesaid, hereby certify that Justin Beasley and Andrea Beasley, whose names as members of And Just Properties, LLC, an Alabama limited liability company, 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 executed the same voluntarily for and as the act of said company, and with full authority in the premises, on the day the same bears date.

Given under my hand and seal this 28ND day of October, 2020.



Shirley D. Darby
NOTARY PUBLIC
My commission expires: 10-12-2024

**This instrument prepared by:
Shirley D. Darby
Otts Moore Law Firm, LLC
Attorneys at Law
P. O. Box 587
Atmore, AL 36504**

EXHIBIT A

Tract A:

Beginning at the intersection of the West line of the West Half of Northwest Quarter of Section 30, Township 1 North, Range 6 East, with the South line of U.S. Highway 31, thence run South to a point which is 145 yards South of the Northwest Corner of the Northwest Quarter of Southwest Quarter of said Section 30, said point being the Southwest corner of the five acre tract of land conveyed by W.M. Carney and wife to Joe Redding by deed dated December 6, 1901 and recorded in Deed Book R, Page 187, thence run in a Northeasterly direction along the South line of said five acre tract to a point which is 449 feet East of and at right angles to the West line of said Northwest Quarter of Southwest Quarter; thence run North 1,650 feet, more or less, to the South line of U.S. Highway 31; thence run in a Westerly direction along the South line of said Highway 31 a distance of 449 feet, more or less, to the Point of Beginning, intending to describe and convey herein a strip of land 449 feet in width off the West side of the property acquired by C.A. McElhaney by deed from A.C. Moore and wife, Anne Lou Moore, dated April 3, 1946 and recorded in Deed Book 94, Page 85.

LESS AND EXCEPT: Beginning at the intersection of West line of West Half of Northwest Quarter (W $\frac{1}{2}$ of NW $\frac{1}{4}$) of Section Thirty (30), Township One (1) North, Range Six (6) East with the South line of U.S. Highway Number 31; thence run South to a point which is 145 yards South of the Northwest Corner of Northwest Quarter of Southwest Quarter (NW Cor. of NW $\frac{1}{4}$ of SW $\frac{1}{4}$) of said Section Thirty (30), said point being further described as the Southwest Corner of the five acre tract of land conveyed by W.M. Carney and wife to Joe Redding by deed dated December 6, 1901 and recorded in Deed Book R at Page 187; thence run in a Northeasterly direction along the South line of said five acre tract to a point which is 60 feet East of and at right angles to the West line of said Northwest Quarter of Southwest Quarter (NW $\frac{1}{4}$ of SW $\frac{1}{4}$) of said Section Thirty (30); thence run North 1650 feet, more or less; and to the South line of U.S. Highway Number 31; thence run in a Westerly direction along the South line of U.S. Highway Number 31 a distance of 60 feet, more or less, and to the Point of Beginning. Said parcel being further described as the West 60 feet of that certain property conveyed by Lucille Ward Arnette et als to John B. Swift and G.R. Swift, Jr. by deed recorded in Deed Book 329 at Page 331-2. Said property being in the West Half of the Southwest Quarter of the Northwest Quarter (W $\frac{1}{2}$ of SW $\frac{1}{4}$ of NW $\frac{1}{4}$) and the West Half of Northwest Quarter of Southwest Quarter (W $\frac{1}{2}$ of NW $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section Thirty (30), Township One (1) North, Range Six (6) East.

AND LESS AND EXCEPT: Beginning at the intersection of the West line of West Half of Northwest Quarter (W $\frac{1}{2}$ of NW $\frac{1}{4}$) of Section Thirty (30), Township One (1) North, Range Six (6) East with the South line of U.S. Highway Number 31; thence run South to a point which is 145 yards South of Northwest Corner of Northwest Quarter of Southwest Quarter (NW Cor. of NW $\frac{1}{4}$ of SW $\frac{1}{4}$) of said Section Thirty (30); said point being further described as the Southwest Corner of the five acre tract of land conveyed by W. M. Carney and wife to Joe Redding by deed dated December 6, 1901 and recorded in Deed Book R at Page 187; thence run in a Northeasterly direction along the South line of said five acre tract to a point which is 60 feet East of and at right angles to the West line of Northwest Quarter and Southwest Quarter of said Section Thirty (30) TO MAKE OR FORM A STARTING POINT; thence run in a Northeasterly direction along the South line of said five acre tract to a point which is 449 feet East of and at right angles to the West line of Northwest Quarter of Southwest Quarter (NW $\frac{1}{4}$ of SW $\frac{1}{4}$) of said Section Thirty (30); thence continue in a Northeasterly direction along the South line of said five acre tract to a point which is 264 feet South of the Northeast Corner of the West Half of Northwest Quarter of Southwest Quarter (NE Cor. of W $\frac{1}{2}$ of NW $\frac{1}{4}$ of SW $\frac{1}{4}$) of said Section Thirty (30); thence run North 100 feet; thence run Southwesterly along a line which is parallel to the South line of this parcel to a point which is 60 feet East of the West line of the West Half of Northwest Quarter of the Southwest Quarter (W $\frac{1}{2}$ of NW $\frac{1}{4}$ of SW $\frac{1}{4}$) and which is 100 feet North of the starting point; thence run South 100 feet to the starting point, said Parcel being further described as the south 100 feet LESS the West 60 feet thereof of that property conveyed by Lucille Ward Arnette to John B. Swift and G.R. Swift, Jr. by deed recorded in Deed Book 329 at Pages 331-2 and the South 100 feet of the property conveyed by Charles Marshall McElhaney, an unmarried man, to John B. Swift and G.R. Swift, Jr. by deed

recorded in Deed Book 331 at Page 405-6.

AND LESS AND EXCEPT: Beginning at a point on the South line of U.S. Highway 31 which is 60 feet East of and at right angles to the West line of the West Half of Northwest Quarter of Section 30, Township 1 North, Range 6 East, thence run South 300 feet; thence run East 389 feet; thence run North 300 feet, more or less, to the South line of U.S. Highway 31; thence run in a Westerly direction along the South line of U.S. Highway 31 a distance of 389 feet, more or less, to the Point of Beginning, containing 2.68 acres, more or less.

Tract B:

Commencing at the Northeast Corner of the West Half of Southwest Quarter of Northwest Quarter of Section 30, Township 1 North, Range 6 East, thence run South 213 feet, more or less, to a fence; thence continue South 472 feet to make or form the starting point, thence run West 211 feet to a point which is 449 feet East of and at right angles to the West line of said Section 30; thence run South 972 feet, more or less, to a point on the South line of the five acre tract of land conveyed by W.M. Carney and wife to Joe Redding by deed dated December 6, 1901 and recorded in Deed Book R, Page 187; thence run a Northeasterly direction along the South line of said five acre tract to a point which is 264 feet South of the Northeast Corner of the West Half of Northwest Quarter of Southwest Quarter of said Section 30; thence run North 923 feet, more or less, to the Point of Beginning, containing 4.59 acres, more or less,

AND LESS AND EXCEPT: Beginning at a point which is 335 feet South of the Northwest corner of Northwest Quarter of Southwest Quarter of Section 30, Township 1 North, Range 6 East, said point being 100 feet North of the Southwest corner of the five acre tract of land conveyed by W. M. Carney and wife to Joe Redding by deed dated December 6, 1901 and recorded in Deed Book "R" at page 187; thence run in a Northeasterly direction and parallel with the South line of said five acre tract to a point which is 60 feet East of and at right angles to the West line of said Northwest Quarter of Southwest Quarter to make or form the starting point; thence continue in a Northeasterly direction parallel with the South line of said five acre tract to a point which is 164 feet South of the Northeast corner of the West Half of said Northwest Quarter of Southwest Quarter; thence run North 50 feet; thence run in a Southwesterly direction and parallel with the South line of this parcel to a point which is 60 feet East of and at right angles to the West line of said Northwest Quarter of Southwest Quarter; thence run South 50 feet to the starting point, being a portion of the properties conveyed to John B. Swift and G. R. Swift, Jr. by Lucile Ward Arnette et al and by Charles Marshall McElhaney by deeds recorded in Deed Book 329, pages 331-2 and Deed Book 331, pages 405-6, respectively.

intending to describe Parcels 30 26 09 30 2 002 008.000, 30 26 09 30 2 002 009.001, 30 26 09 30 3 001 005.000, and 30 26 09 30 3 001 004.000, whether correctly or incorrectly herein described.

REC: 18.00
FEE: 1.00
19.00

Return To: