

PROTECTIVE COVENANTS  
FOR OAKLEIGH ESTATES SUBDIVISION

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

If the parties hereto, or any of them or their heirs or assigns shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said Oakleigh Estates to prosecute appropriate proceeding at law or in equity, against the person or persons violating or attempting to violate such covenants, for an injunction or for the recovery of damages or other dues for such violation.

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

A. No structure other than one detached single family dwelling or one detached duplex building with private garage for not more than two cars if in connection with single family dwelling or not more than four cars if in connection with a duplex building shall be erected, placed, altered or permitted to remain on any lot embraced in this tract.

B. Minimum Building Lines.  
1. No building shall be located nearer to the front lot line or nearer to the side street line than the building set-back line shown on the recorded plat. In no event shall a building be located nearer than 25 feet to the front lot line or nearer than 25 feet to any side street line. No building shall be located nearer than 10 feet to any side lot line, except however, a paved terrace or porte cochere may project into a required front, side or rear yard a distance not to exceed five (5) feet, provided no building may have such a projection into more than one (1) required side yard.

C. No residential structure shall be erected or placed on any building plot consisting of less than one full lot as shown on the recorded plat.

D. 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 nuisance to the neighborhood.

E. No trailer, basement, tent, shack, garage, barn or other out building erected or located in this tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

F. No dwelling costing less than 3000 dollars shall be permitted on any lot in the tract. The ground floor of any structure, exclusive of one story open porches or garages shall be not less than 650 square feet.

G. A perpetual easement is reserved for the purpose of installing and maintaining telephone and power pole anchors and guys 2 feet each side of all lot lines and extending no deeper than the minimum building line.

H. Perpetual easements are hereby granted to the City of Gadsden, Alabama, for storm drainage and utility purposes in all cases where easements are indicated on the recorded plat. Easements include the rights of ingress and egress by county employees for maintenance to the property included in the easements. No permanent structure shall be erected on any easement.

I. Streets shown hereon, if not previously dedicated, are hereby tendered for dedication to public use.

ACKNOWLEDGMENTS

STATE OF ALABAMA  
ETOWAH COUNTY

I, Cecil R. Williams, a Registered Engineer and Land Surveyor, in and for the State of Alabama, hereby certify that I have surveyed the property as shown on this map, and that this map is true and correct and describes the following land situated in Etowah County, Alabama, to-wit:

DESCRIPTION

Beginning at the center of Section 25, Township 11 South, Range 6 East, said point being the Southeast corner of the Southeast Quarter of the Northwest Quarter of said Section 25; thence along the South line of said Quarter South 87 degrees 39 minutes 20 seconds West a distance of 10.00 feet; thence along the East line of the former Lot 2 of the John V. Coe Subdivision, as recorded in Plat Book "A" Pages 362 and 363, Probate Office, Etowah County, South 2 degrees 47 minutes 40 seconds East a distance of 659.84 feet; thence along the South line of said Lot 2 and Lot 1 of above subdivision South 87 degrees 41 minutes 12 seconds West a distance of 2626.31 feet to a point on the East right-of-way line of Hooks Lake Road, said point being the Southwest corner of the said Lot 1; thence along said East right-of-way line North 2 degrees 52 minutes 20 seconds West a distance of 563.10 feet; thence along the North line of the said Lot 1, being also the South line of the Southwest Quarter of the NW 1/4 of said Sec. 25 North 87 degrees 45 minutes 42 seconds East a distance of 592.81 feet to a point in the center of the right-of-way of the Rome and Decatur branch of the Southern Railway Company (now abandoned); thence along the center of said abandoned right-of-way North 56 degrees 20 minutes East a distance of 836.71 feet to a point on the East line of said Southwest Quarter of the Quarter of the Northwest Quarter; thence along the West line of the Southeast Quarter of the Northwest Quarter, North 2 degrees 43 minutes 18 seconds West a distance of 678.40 feet; thence South 87 degrees 45 minutes 18 seconds West a distance of 52.31 feet; thence North 2 degrees 45 minutes West a distance of 208.96 feet to a point on the South line of the Northwest Quarter of the Northwest Quarter of said Section 25; thence along the South line of said quarter South 87 degrees 42 minutes 20 seconds West a distance of 156.70 feet; thence North 2 degrees 19 minutes 59 seconds West a distance of 213.25 feet to the Southeast corner of a tract formerly known as Lot 29 in Hooks Lake Addition as recorded in Plat Book "B", Pages 294 and 295, Probate Office, Etowah County; thence along the South line of said Lot 29, South 66 degrees 56 minutes 30 seconds West a distance of 5.78 feet; thence along the West line of said Lot 29, North 31 degrees 5 minutes West a distance of 145.00 feet; thence along the North line of said Lot 29, North 58 degrees 51 minutes East a distance of 85.85 feet; thence North 2 degrees 19 minutes 20 seconds West a distance of 23.40 feet to a point in the center of the old Turkey-Town Road, sometimes called the old Centre Highway; thence along the centerline of said old road North 58 degrees 47 minutes 40 seconds East a distance of 90 feet to the centerline of a ditch; thence along the centerline of said ditch South 62 degrees 54 minutes 53 seconds East a distance of 257.56 feet; thence South 66 degrees 17 minutes 20 seconds East a distance of 295.00 feet; thence South 38 degrees 50 minutes East a distance of 238.03 feet; thence leave said ditch and run along the North line of the Southeast Quarter of the Northwest Quarter of said Section 25, North 87 degrees 43 minutes 40 seconds East a distance of 824.88 feet to the Northeast corner of said quarter; thence along the East line of said quarter South 2 degrees 46 minutes 30 seconds East a distance of 124.22 feet to the point of beginning; the above described land embraces all of the Southeast Quarter of the Northwest Quarter, portions of the Southwest Quarter of the Northwest Quarter, portions of the North Half of the Northwest Quarter, portions of the Northeast Quarter of the Southwest Quarter, and portions of the Northwest Quarter of the Southwest Quarter, all in Section 25, Township 11 South, Range 6 East, of Huntsville Meridian, in Gadsden, Etowah County, Alabama.

STATE OF ALABAMA  
ETOWAH COUNTY

Urban Land Corporation, the owner of property embraced in this plat, hereby joins in and signs the foregoing surveyor's certificate and adopts the map and does hereby adopt and impose on all lots shown on the said map the protective covenants shown hereon, this 11th day of August, 1958.

URBAN LAND CORPORATION

By Henry J. Flinn, Jr.  
Henry J. Flinn, Jr., President

ATTEST:

James M. Folmar  
James M. Folmar, Secretary

STATE OF ALABAMA  
STATE AT LARGE

I, the undersigned Notary Public, for the State at Large, hereby certify that Henry J. Flinn, Jr., whose name as President and James M. Folmar, whose name as Secretary, respectively of Urban Land Corporation, are signed to the foregoing surveyor's certificate, map and protective covenants and who are known to me, acknowledge before me on this day that being informed of the contents of said certificate, map and protective covenants, they, in their capacity as President and Secretary, executed the same voluntarily on the day the same bears date for and as the act of a corporation.

GIVEN under my hand this 11th day of August, 1958.

E. W. Jagan  
E. W. Jagan, Notary Public

STATE OF ALABAMA  
COUNTY OF ETOWAH:

We the undersigned, hereby approve the subdivision represented by the foregoing plat with the exceptions as noted if any:

FOR: ETOWAH COUNTY HEALTH DEPARTMENT James E. Watts

Date September 12, 1958, 19 Title Sanitation Officer

SANITARY SEWERS OKM

WATER WORKS & SEWER BOARD OF GADSDEN A. S. Landford

Date Sept 7, 1958, 1958 Title Inspt

CITY PLANNING COMMISSION OF GADSDEN W. C. Collins, Jr.

Date Sept 24, 1958, 19 Title Sec. Engr.

City Engineer W. C. Collins, Jr.  
Sept. 12 - 1958

The State of Alabama  
Notary Public  
in and for the County of  
Etowah  
SEP 2 1958  
9:40  
W. Jagan  
Notary Public

