

RECORDED CARD

115814

STATE OF ALABAMA
TALLAPOOSA COUNTY

No. _____

RECEIVED
DONALD H. FOX
JUDGE OF PROBATE

96 OCT 30 PM 4:00

STATE OF ALABAMA
TALLAPOOSA COUNTY
I CERTIFY THIS INSTRUMENT
WAS FILED ON

**RESTRICTIONS AND PROTECTIVE COVENANTS
OF
LAEMAN'S LANDING**

This declaration made this 30th day of October, 1996, by Greg White, Karen White, Laeman Butcher and Doris Butcher, hereinafter called "Developer".

WITNESSETH

WHEREAS, Developer is the owner of the following described real property situated in Tallapoosa County, Alabama ("Property"), to-wit:

**LAEMAN'S LANDING PHASE I
DRAWING**

The plat of Laeman's Landing Phase I as recorded in the Judge of Probate of Tallapoosa County, Alabama at Plat Book 8
Page 69.

WHEREAS, Developer desires to create a residential development on said property, and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said development and, to this end, desires to subject the Property described above to the covenants and restrictions hereinafter set forth, each and all of which is and are for the benefit of said Property and each owner thereof.

NOW, THEREFORE, the Developer hereby declares that the Property described above is and shall be held, transferred, sold, conveyed and occupied subject to the covenants and restrictions hereinafter set forth.

These covenants are to run with the land and shall be binding on all parties and persons claiming them for a period of 25 years from the date of the recording of the Plat, recorded at Plat Book 8, Page 69, after which time said covenants shall be automatically 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. Enforcement shall be by proceedings at law or in Equity against the person or persons violating or attempting to violate any covenants, either to restrain or to recover damages. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

**RECORDING FEES
TALLAPOOSA CO. AL**

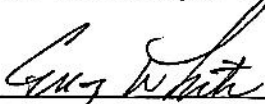
TAX	\$	_____
REC. FEE	\$	<u>3.00</u>
SEE	\$	<u>14.00</u>
	\$	<u>17.00</u>

8. **EASEMENTS.** There is excepted and reserved five feet on each side of all lot lines, separating building lots, to permit ingress and egress for the erection, construction and maintenance of public service such as power lines, telephone lines, gas, water mains and laterals, sewage lines and for surface water drainage, upon condition, however, that there is reserved the right to vacate the easements along any lot lines common to two or more adjoining lots if said adjoining lots are purchased for use as a single dwelling site and providing further, that said easements are not currently in use at the time of the vacating of the easement. No power or other utility lines shall be above ground.
9. **DRIVEWAYS.** No driveway shall be permitted on the upslope side of the road unless there is installed at the junction of the driveway and the road a concrete or metal culvert or corrugated plastic culvert of sufficient capacity to provide for adequate drainage of water along the side of the road and in no event shall said culvert be less than twelve inches in diameter.
10. **SEWAGE.** All water and sewage disposal shall be that of the City of Dadeville, water and sewer. There shall be no septic tanks.
11. **TANKS.** No elevated tanks of any kind shall be permitted upon any lot. All tanks for storage of gas, fuel oil, gasoline, etc. shall be buried.
12. **ARCHITECTURAL CONTROL.** No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials harmony of exterior design with existing structures and as to location with respect to topography and finish grade elevation.
13. **MEMBERSHIP.** The architectural control committee is composed of Greg White, Karen White and Laeman Butcher all of Dadeville, Alabama. A majority of Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, remaining members shall have full authority to designate a successor. Neither the member of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to the Committee any of its powers and duties.
14. **PROCEDURE.** The committee's approval or disapproval as required in these Covenants shall be in writing. Should the Committee or its designated representative, fail to approve or disapprove such plan, design, and location within thirty (30) days after such plans and specifications have been submitted to them, or


STATE OF ALABAMA
COUNTY OF TALLAPOOSA

We, Greg White, Karen White, Laeman Butcher and Doris Butcher, owners of the property contained in the above plat, hereby join in and sign the foregoing Surveyor's Certificate and adopt said plat as true and correct and acknowledge all Restrictions.

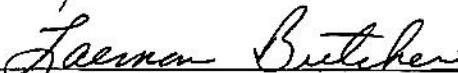
This the 30th day of October, 1996.




Greg White



Karen White



Laeman Butcher

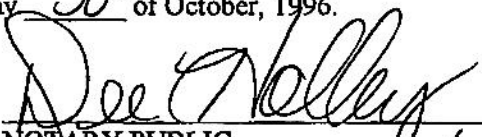


Doris Butcher

STATE OF ALABAMA
COUNTY OF TALLAPOOSA

I, the undersigned, a Notary Public in the State of Alabama, hereby certify that Greg White, Karen White, Laeman Butcher and Doris Butcher, as owners of the above plat, whose names are signed to the foregoing Surveyor's Certificate and Plat and Restrictions and who are known to me, that, being informed of the contents of said Certificate and Plat, they in their capacity as owners of the property contained in the Plat executed the same voluntarily on the day same bears date.

Given under my hand and official seal, this day 30th of October, 1996.



NOTARY PUBLIC
MY COMMISSION EXPIRES: 10/4/98