

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
LANDOWNERS OF JOHNNY MURPHY ROAD PROPERTY**

**STATE OF ALABAMA)
COUNTY OF HOUSTON)**

This Declaration is made on this the ____ day of _____, 2005 and is intended to be binding upon all owners and purchasers from Norman and Theresa Williamson of lots or parcels of land known as the Johnny Murphy Road Development. It is hereby declared that all the properties, land, parcels and lots shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions for the purpose of protecting the value and desirability of and which shall run with the real property, and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner.

**ARTICLE I
DEFINITIONS**

1. "Association" shall mean and refer to the Homeowners of all lots in the Johnny Murphy Road Development, its successors and assigns.
2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
3. "Properties" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

4. "Lot" shall mean and refer to any plot of land or parcel shown on any recorded subdivision map of the properties.

ARTICLE II GENERAL RESTRICTIONS

1. The lots in this development shall be used only for single family residential purposes and shall consist of 10 acres, more or less. No building should be erected, altered, placed or permitted to remain on any lot other than one single family dwelling and one utility structure.
2. All dwellings must have a minimum of 2000 square feet of heated and cooled living space and have a garage or carport.
3. All homes built on the lots in this development must be constructed of brick, wood, vinyl siding or stone.
4. No manufactured home or modular housing shall be erected or placed on any residential lot within this development for use temporarily or permanently as a residence.
5. Each single family dwelling shall be located on the residential home site in the development so that it is in ~~harmony~~ ^{line N to S} and is compatible with the homes currently built on Lots 1-6.
6. All utility structures/out buildings shall be eighty (80) feet from the side property lines and must be located directly behind the house. Said utility buildings must be constructed of new material or with the same kind of materials and workmanship as used in the main dwelling.

7. Fences that are to be erected on the lots within the development are to be constructed of black chain link, vinyl, electric fencing or wood rail and shall compliment the adjoining property.
8. All electrical lines and utilities shall be run underground to the house and outside structures in compliance with all County and State codes. No visible power lines and/or utility lines will be permitted.
9. All property not covered by permanent improvements to wit: house, garage, etc. must be landscaped and/or maintained (i.e., mowed) in first class condition on a regular basis. If necessary, property owner may pay to have lot mowed to standard.
10. No noxious or offensive trade or business activity shall be carried on upon any residential lot and no activity shall be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
11. No inoperable automobile shall be parked or allowed to remain on the property or roadway. As used in this document "inoperable automobiles" includes dismantled, wrecked, junked, discarded or otherwise nonoperating motor vehicles.
12. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, horses, and other household pets may be kept provided that they are not kept bred, or maintained for any commercial purpose. All animals and pets shall be secured within the property boundary of the owner and shall not be allowed to roam free or become a nuisance to the community.

13. These covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming ownership thereto.
14. If the parties hereto, or any of them or their heirs, successors and assigns, shall violate or attempt to violate any of these covenants herein, it shall be lawful for any of the other person(s) owning any real property situated in said development to prosecute, institute a proceeding at law, or in equity against the person(s) violating or attempting to violate said covenants and shall be entitled to recover any cost incurred in enforcing said covenants not limited to the filing of a lawsuit. However, if the party attempting to enforce these restrictions shall prevail in any proceeding at law or in equity, such party shall be entitled to recover reasonable attorney's fees and court costs, which shall be assessed against the party which is found to be in violation of the restrictions.
15. Invalidation of any one of these covenants by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.
16. There shall be an initial committee to oversee that these covenants are enforced. This initial committee shall be composed of Norman and Theresa Williamson.
17. Attorney's Fees and Court Costs: If the party attempting to enforce these restrictions shall prevail in any proceeding at law or in equity, such party shall be entitled to recover reasonable attorney's fees and court costs, which will be assessed against the party which is found to be in violation of such restrictions.

18. **Abatement or Removal of Violators:** Violation of any restriction of covenant, except such violations as have been waived by failure to take action shall give the Initial Committee and its successors and assigns acting through appointment of its duly designated representative the right to enter upon the property where such violations exist and summarily abate or remove the same at the expense of the Owner, and such entry and abatement or removal shall not be deemed as trespass or any other civil or criminal act, the permission and consent thereto being given hereby both express and implied by the acceptance of the Title Deed to the property within this Development.
19. The Association, or any Owner, shall have the right to enforce, by and proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
20. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.
21. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. The Initial Committee may amend these covenants and restrictions at any time until fifty percent (50%) of the lots have been sold, provided the amendment may be applicable and beneficial to the existing

Owners. Thereafter, this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

**THE JOHNNY MURPHY ROAD
DEVELOPMENT INITIAL COMMITTEE**

WITNESS

BY: _____
NORMAN WILLIAMSON

WITNESS

BY: _____
THERESA WILLIAMSON