

DECLARATION OF RESTRICTIVE COVENANTS

LEE COUNTY

KNOW ALL MEN BY THESE PRESENTS That WHEREAS Bean's Mill Investment Group, an Alabama Partnership composed of Paul H. Thomas and Bertrand Marquess Anz, II, is the owner of the following described real estate situated in Lee County, Alabama, to wit:

A parcel of land lying in Section 19, Township 20 North, Range 28 East, Lee County, Alabama, said parcel being more particularly described as follows: to reach a point of beginning commence at the Southeast corner of Section 19, Township 20 North, Range 28 East; thence South 88 degrees 44 minutes 42 seconds West 2524.98 feet to a point; thence North 01 degrees 09 minutes 27 seconds East 3409.08 feet to the point of beginning of the parcel of land herein described; thence from said point of beginning North 06 degrees 31 minutes 10 seconds West 844.98 feet to a point; thence North 89 degrees 34 minutes 25 seconds East 2636.55 feet to a point; thence South 01 degrees 34 minutes 45 seconds East 353.63 feet to a point; thence South 00 degrees 59 minutes 28 seconds West 2544.08 feet to a point; thence South 02 degrees 12 minutes 33 seconds West 537.81 feet to an iron pin; thence continue South 02 degrees 12 minutes 33 seconds West 27.12 feet to a point in the centerline of Halawakee Creek; thence generally Northwesterly along the centerline of said creek the following courses: (1) South 71 degrees 01 minutes 56 seconds West 116.09 feet; (2) North 62 degrees 48 minutes 00 seconds West 131.62 feet; (3) North 47 degrees 04 minutes 49 seconds West 186.60 feet; (4) North 67 degrees 04 minutes 13 seconds West 150.12 feet; (5) North 48 degrees 11 minutes 32 seconds West 275.06 feet; (6) North 52 degrees 56 minutes 22 seconds West 138.31 feet; (7) North 34 degrees 05 minutes 37 seconds West 276.69 feet; (8) North 11 degrees 50 minutes 44 seconds West 169.86 feet; (9) North 16 degrees 53 minutes 00 seconds West 145.42 feet; (10) North 38 degrees 53 minutes 00 seconds West 274.68 feet; (11) North 45 degrees 09 minutes 04 seconds West 196.54 feet; (12) North 65 degrees 34 minutes 19 seconds West 192.24 feet; (13) South 88 degrees 36 minutes 07 seconds West 98.39 feet; (14) North 47 degrees 35 minutes 35 seconds West 308.00 feet; (15) North 55 degrees 58 minutes 43 seconds West 111.65 feet; thence leaving said centerline of creek North 59 degrees 59 minutes 47 seconds East 37.78 feet to an iron pin; thence continue North 59 degrees 59 minutes 47 seconds East 549.83 feet to a point; thence North 60 degrees 00 minutes 00 seconds West 1199.63 feet to an iron pin and the point of beginning. Containing 131.80 acres, more or less; and

L1-4=131.4

WHEREAS, said owner desires to place certain restrictions, conditions, and limitations upon the use and occupancy of said real estate, and that said conditions, limitations, and restrictions shall attach to and run with the land;

NOW, THEREFORE, Bean's Mill Investment Group, by and through its undersigned partners, does hereby declare that the real estate hereinabove described shall be subject to the following conditions, limitations and restrictions, to wit:

1. No portion of said property shall be sold or conveyed which contains less than three acres in area.

2. All parcels of said property sold or conveyed from the above described real estate shall be described as residential parcels and shall be used for residential purposes only. No structure shall be erected, altered, or permitted to remain on any parcel other than one detached single-family dwelling, not to exceed three stories in height, and a private garage for no more than three automobiles and other accessory structures customarily used for residential purposes; however, a hobby workshop and/or small barn and/or storage house may be built on any parcel provided it is used as an accessory structure for the family and not used for commercial or industrial purposes. Such out buildings shall have no minimum square footage restriction, however, all other contingencies contained within this body of restrictive covenants shall be applicable to such buildings, and shall remain in force.

3. There shall be no mobile or modular homes allowed to be placed or kept on said property. No dwelling shall be permitted on any parcel with a ground floor area of the main structure, exclusive of open porches and storage rooms, of less than 1,275 square feet of heated living area for a one-story dwelling, nor less than 750 square feet on the ground floor for a dwelling of more than one-story, provided that the two-story home also has at least 1,275 square feet of heated living area, exclusive of open porches and storage.

4. The foundation of the dwelling may be either a slab or a crawl space, but if a crawl space is utilized then such foundation must be totally enclosed and encased, with no supporting block pillars or timbers exposed. Material used to encase and enclose the foundation (the foundation being defined as all parts of the dwelling located below the level of the ground floor) may

be either concrete, cinder block, brick, stone, logs, solid lumber, or any other standard foundational building material as accepted by industry. However, the material so used must blend and reasonably coincide with the existing exterior decor and color of the dwelling (i.e. if cinder block or concrete is used, it must be sealed and painted to coincide with the existing exterior color of the dwelling). Exterior material for the dwelling may be of brick, stone, logs, solid lumber, pre-fabricated brick or stone siding; these materials are accepted without question. Cinder block or concrete block themselves will not be allowed as the exterior material of the dwelling; however, cinder block or concrete block may be used as the structural support of the building including interior walls, etc. as long as it is enclosed or encased with one or more of the above mentioned exterior materials. Other exterior materials not herein named may be used if accepted and approved by Paul H. Thomas or his designated representative. Such approval must be in writing, and in the event that Paul H. Thomas or his designated representative fails to approve or disapprove a proposed building material within 30 days after receipt of a written request for approval, then approval by Paul H. Thomas shall not be required and the related covenants shall be deemed to have been fully complied with.

5. No building shall be located on any parcel nearer than 50 feet to any road line, or nearer than 40 feet to any interior parcel line. For the purpose of this covenant, eaves and steps shall not be considered as a part of the building provided, however, that this shall not be construed to permit any portion of a building on a parcel to encroach upon another parcel.

6. No noxious or offensive activity shall be carried on upon any parcel, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. No structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building, shall be used on any parcel at any time as the principle family (the principle family being defined as that person or body of persons

actually residing upon the land) residence, either temporarily or permanently.

8. No sign of any kind shall be displayed to the public view on any parcel except on professional sign of not more than four square feet advertising the property for sale or rent, or a service rendered or a builder to advertise the property during the construction and sales period.

9. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any parcel, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any parcel. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any parcel.

10. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any parcel; except that dogs, cats, or other household pets, and/or six horses, five hens, or two cows and calves per parcel may be kept, provided that they are not bred or maintained for any commercial purposes, but are used for personal pleasure or consumption. Any and all such animals shall not disturb the peace and tranquility of the neighborhood, nor shall the keeping of such animals cause an obvious detraction from the serenity of the neighborhood. No barbed wire fences shall be allowed on any parcel in the subdivision.

11. No parcel shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in clean and sanitary condition. No junked, or non-operable motor vehicles or other abandoned non-used personal property shall be allowed to remain on said parcel by any owner, and each owner of said property hereafter shall provide a place at the rear of said dwelling for the purpose of concealing from public view from the road, trash and garbage containers.

12. No individual sewage disposal system shall be permitted on any parcel unless such system is designed, located, and con-

structed in accordance with the requirements, standards, and recommendations of local public health authorities. Approval of such system as installed shall be obtained from such authority.

13. There shall be no subdivision of any parcel contained within the above described property that would result in the formation of a parcel smaller than three acres, except that any parcel contained within the above described property may at any time be subdivided and the subdivided portion thereof combined with other adjoining parcels for the purpose of enlarging or improving the adjacent parcels. The said parcels resulting from such subdivision and combination being subject to all the restrictions herein set forth.

14. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, 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 parcels, exclusive of any mortgagees, have been recorded, agreeing to change or to extinguish said covenants in whole or in part.

15. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages, or both.

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

IN WITNESS WHEREOF, we, the undersigned, have hereunto set our hands and seals this the 11th day of August, 1992.

WITNESS:

James H. Brown

BEAN'S MILL INVESTMENT GROUP

BY: Paul H. Thomas (SEAL)
PAUL H. THOMAS, as Partner
of Bean's Mill Investment
Group, an Alabama Partnership

BY: Bertrand Marquess Anz, II (SEAL)
BERTRAND MARQUESS ANZ, II,
as Partner of Bean's Mill
Investment Group, an Alabama
Partnership

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STATE OF ALABAMA

COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Paul H. Thomas, as a Partner of Bean's Mill Investment Group, an Alabama Partnership, whose name is signed to the foregoing Declaration of Restrictive Covenants, and who is known to me, acknowledged before me on this day that, being informed of the contents of this Declaration of Restrictive Covenants, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office this 11th day of August, 1992.

W. Larry Ray
NOTARY PUBLIC

W. LARRY RAY
NOTARY PUBLIC, STATE OF ALABAMA AT LARGE
COMMISSION EXPIRES NOV. 22, 1994

STATE OF ALABAMA

COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Bertrand Marquess Anz, II, as a Partner of Bean's Mill Investment Group, an Alabama Partnership, whose name is signed to the foregoing Declaration of Restrictive Covenants, and who is known to me, acknowledged before me on this day that, being informed of the contents of this Declaration of Restrictive Covenants, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office on this the 11th day of August, 1992.

David H. Brown
NOTARY PUBLIC

This instrument was prepared by
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Opelika, AL 36803-0191

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