

STATE OF ALABAMA

BOOK 1317 PAGE 574

LEE COUNTY

RESTRICTIVE COVENANTS

WHEREAS, the undersigned Willow Creek Farms, Inc., heretofore caused a tract of land in Auburn, Lee County, Alabama, owned by it, to be surveyed, platted, and subdivided into lots, said survey having been made by T. Richard Fuller, Surveyor of Auburn, Alabama, all as shown by plat of survey dated January 26, 1987, and recorded in Plat Book 13, at Page 27, in the Office of the Judge of Probate of Lee County, Alabama, on December 3, 1987, said subdivision beng named and designated on the subdivision map as "Willow Creek Farms Subdivision Fifth Addition", and

WHEREAS, the said Corporation, as owner of said subdivision, desires that certain reasonable restrictions, limitations and conditions be placed upon the use of certain lots in this subdivision for the benefit of the owners from time to time of the lots in the subdivision and that these conditions, limitations, and restrictions shall attach to and run with the land for the purpose of and to the end that this subdivision shall be and continue to be an uncongested, healthy, and desirable locality in which to live and maintain residence.

NOW, THEREFORE, the said Corporation, owner and subdivider of said Willow Creek Farms Subdivision Fifth Addition, does hereby declare that Lots Fifty-six (56) through Eighty-five (85), inclusive, in the said subdivision shall be subject to the following conditions, limitations, and restrictions, to-wit:

1. All lots hereinabove enumerated shall be known and described as residential lots. No structure shall be erected, altered, or permitted to remain on any lot other than one detached single-family dwelling, not to exceed two and one-half stories in height, and a private garage for no more than three cars and other accessory structures customarily used for residential occupancy.

2. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and plan

showing the location of the structure have been approved by an architectural control committee (hereinafter provided for) as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation.

3. No dwelling shall be permitted on any lot with a ground floor area of the main structure, exclusive of open porches and storage rooms, of less than 1,600 square feet for one-story dwelling, nor less than 1,200 square feet for a dwelling of more than one story, provided that the two-story home has at least 1,700 square feet of living area, exclusive of garage, carport, and storage areas. No carport or attached garage will be allowed to open to the front lot line, except in cases of hardship as determined by the Architectural Control Committee.

4. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. No dwelling shall be located on any lot nearer than 15 feet to any interior lot side line, nor with less than a total of 35 feet distance in both side lot set-back distances measured from the closest points of the side walls of the building. No dwelling shall be located on any interior lot nearer than 50 feet to the rear lot line. For the purpose of this covenant, eaves and steps shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. No building of any description shall be located closer than 15 feet to any side or rear lot line.

5. Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved on the rear eight feet of each lot and as shown on the recorded plat, plus an adjacent twelve-foot strip three feet wide on each side lot line where overhead guys are necessary. The granting of this easement or right of access shall not prevent the use of the area by the owner for any permitted purpose except for buildings. A right of pedestrian access by way of a driveway or open lawn area

STATE OF ALABAMA

BOOK 1347 PAGE 274

LEE COUNTY

RESTRICTIVE COVENANTS

WHEREAS, the undersigned Willow Creek Farms, Inc., heretofore caused a tract of land in Auburn, Lee County, Alabama, owned by it, to be surveyed, platted, and subdivided into lots, said survey having been made by T. Richard Fuller, Surveyor of Auburn, Alabama, all as shown by plat of survey dated January 26, 1987, and recorded in Plat Book 13, at Page 27, in the Office of the Judge of Probate of Lee County, Alabama, on December 3, 1987, said subdivision being named and designated on the subdivision map as "Willow Creek Farms Subdivision Fifth Addition", and

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NOW, THEREFORE, the said Corporation, owner and subdivider of said Willow Creek Farms Subdivision Fifth Addition, does hereby declare that Lots Fifty-six (56) through Eighty-five (85), inclusive, in the said subdivision shall be subject to the following conditions, limitations, and restrictions, to-wit:

1. All lots hereinabove enumerated shall be known and described as residential lots. No structure shall be erected, altered, or permitted to remain on any lot other than one detached single-family dwelling, not to exceed two and one-half stories in height, and a private garage for no more than three cars and other accessory structures customarily used for residential occupancy.

2. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and plan

showing the location of the structure have been approved by an architectural control committee (hereinafter provided for) as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation.

3. No dwelling shall be permitted on any lot with a ground floor area of the main structure, exclusive of open porches and storage rooms, of less than 1,600 square feet for one-story dwelling, nor less than 1,200 square feet for a dwelling of more than one story, provided that the two-story home has at least 1,700 square feet of living area, exclusive of garage, carport, and storage areas. No carport or attached garage will be allowed to open to the front lot line, except in cases of hardship as determined by the Architectural Control Committee.

4. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. No dwelling shall be located on any lot nearer than 15 feet to any interior lot side line, nor with less than a total of 35 feet distance in both side lot set-back distances measured from the closest points of the side walls of the building. No dwelling shall be located on any interior lot nearer than 50 feet to the rear lot line. For the purpose of this covenant, eaves and steps shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. No building of any description shall be located closer than 15 feet to any side or rear lot line.

5. Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved on the rear eight feet of each lot and as shown on the recorded plat, plus an adjacent twelve-foot strip three feet wide on each side lot line where overhead guys are necessary. The granting of this easement or right of access shall not prevent the use of the area by the owner for any permitted purpose except for buildings. A right of pedestrian access by way of a driveway or open lawn area

shall also be granted on each lot, from the front lot line to the rear lot line to any utility company having an installation in the easement.

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

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building, shall be used on any lot at any time as a residence, either temporarily or permanently.

8. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by 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 lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

10. 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 that they are not bred or maintained for any commercial purpose.

11. No lot 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 a clean and sanitary condition.

12. No individual water supply system shall be permitted on any lot unless such system is located, constructed, and equipped in accordance with the requirements, standards, and recommendations of

both State and local public health authorities. Approval of such system as installed shall be obtained from such authority.

13. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of both State and local public health authorities. Approval of such system as installed shall be obtained from such authority.

14. No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer, provided that the natural water course is not altered or blocked by such fill.

15. No boat, boat trailer, house trailer, motorized, or pick-up mounted or trailer mounted camper or mobile home or any similar equipment or vehicle shall be parked or stored on any road, street, driveway, yard or lot located in the subdivision for any period of time in excess of 24 hours except those stored or parked in the rear of the dwelling. No satellite dishes or other similar equipment or tower shall be erected in front of the rear wall of the main dwelling, or be erected so that it is visible from the street. No automobile repair may be performed on any vehicle located on any street, road, driveway, yard or lot except on vehicles located in an enclosed garage or in open carports which do not face the public streets.

16. The architectural control committee is composed of Henry Guy Folmar, Jr., Otis D. Gilliam, Jr. and Charles M. Flowers. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members 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 recorded 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 it any of its powers and duties.

17. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

18. 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 (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots, exclusive of any mortgagees, has been recorded, agreeing to change or to extinguish said covenants in whole or in part.

19. 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.

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

IN WITNESS WHEREOF, the said Willow Creek Farms, Inc., has caused this instrument to be executed in its name by its President and its corporate seal to be hereto affixed and attached by its Assistant Secretary, both of whom have been duly authorized in the premises, this declaration being dated as of the 16<sup>th</sup> day of December, 1987.

ATTEST:

WILLOW CREEK FARMS, INC.

Cida Wright Talma  
Its Assistant Secretary

BY: Henry S. Johnson, Jr.  
Its President

STATE OF ALABAMA

COUNTY OF LEE

I, Laurie M. Bell, a Notary Public in and for said State and County, hereby certify that Henry Guy Folmar, Jr., whose name as President of Willow Creek Farms, Inc., an Alabama corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same for and as the act of said corporation.

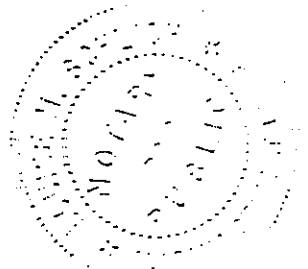
Given under my hand and official seal this the 16th day of December, 1987.

(NOTARY SEAL)

Laurie M. Bell  
Notary Public, State at Large

MY COMMISSION EXPIRES:

My Commission Expires Dec. 8, 1989



BOOK 1347 PAGE 279  
FILED IN PUBLIC RECORDS  
LEE COUNTY ALABAMA  
1987 DEC 18 PM 3:37  
JAIL SHERIFF JUDGE  
MORTGAGE TAX  
INDEMNITY TAX

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