

Office COPY
RESTRICTIVE COVENANTS
CLOVERLEAF SUBDIVISION, 12TH ADDITION
Do Not Remove

STATE OF ALABAMA
COUNTY OF LEE

KNOW ALL MEN BY THESE PRESENTS, that WHEREAS LCR CORPORATION, hereinafter "Owner", is the Owner of certain real property located in the City of Auburn, Lee County, Alabama, known as CLOVERLEAF - SUBDIVISION, 12TH ADDITION (the "Property"; and,

WHEREAS, the said Owner has caused a portion of said Property to be subdivided and a survey and a map or plat made thereof by T. Richard Fuller, Land Surveyor, Registration No. 7384, hereinafter "Surveyor", denoting the lots in said subdivision by number, showing the streets, giving the bearings, length, width and name of each street as well as the number of each lot and the map of plat of said survey showing the relation of the lands so surveyed and platted to the Government Survey; and, the Owner and Surveyor did join in certifying the said map or plat of said survey and the said map or plat is filed in Plat Book 16 at Page 274 in the Office of the Judge of Probate of Lee County, Alabama (the "Subdivision"); and,

WHEREAS, the said Owner of said Subdivision desires that certain reasonable restrictions, limitations, and conditions be placed upon the use of the lots in said Subdivision, and that the same shall run with and attach to the lots in said Subdivision, to the end and purpose that the said Subdivision shall be and continue to be an uncongested, healthful and desirable locality in which to live and maintain residence.

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by the Owner, and each and every subsequent owner of the lots in said Subdivision, the said Owner does hereby set up, establish, promulgate and declare the following RESTRICTIVE COVENANTS to apply to all of said lots and to all persons owning said lots, or any of them, hereafter; and these restrictive covenants shall become effective immediately and run with the land and shall be binding upon all persons claiming under and through the Owner until terminated as provided herein, at which time said covenants may be extended or terminated in whole or in part as hereafter provided, to-wit:

1. LAND USE AND BUILDING TYPE. All lots contained in said Subdivision shall be known, described and used as residential lots. No building or structure shall be erected, altered or permitted to remain on any said lot other than one detached single-family dwelling not to exceed two and one-half (2½) stories in height and a private garage for not more than three (3) passenger vehicles and other accessory structures customarily used for residential occupancy.

All said lots in said Subdivision are subject to the requirements of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM) regarding stormwater discharges. A permit has been obtained for that purpose. ALL LOT OWNERS ARE SUBJECT TO THE REQUIREMENTS OF THAT PERMIT and the "Best Management Practices Plan" that is a part of the permit.

2. ARCHITECTURAL CONTROL. No building or other permanent improvement, including fences, may be erected, placed, or constructed on any of the said lots 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 the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the rear edge of the dwelling unless approved by the architectural control committee. The committee's approval or disapproval as required by this covenant shall be in writing. In the event the committee, or its designated representatives, fails to approve or disapprove with fifteen (15) 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 thirty (30) days after completion of the improvements, approval will not be required and the related covenants shall be deemed to have been fully complied with.

The architectural control committee shall be composed of Les Letlow, R. Jackson Burkhalter and C. Michael Benson, all of Lee County, Alabama. A majority of the committee may designate a representative or representatives to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor.

3. DWELLING QUALITY AND SIZE.

a. For a one-story dwelling, the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 2,100 heated and cooled square feet.

b. For a multi-story dwelling, the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,300 heated and cooled square feet, with the total square footage of a multi-story dwelling to be not less than 2,200 heated and cooled square feet.

c. There shall be no main roof pitch less than 8 in 12 slope.

4. BUILDING LOCATIONS. 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 line shown on the recorded plat. In any event, no building shall be located on any lot nearer than forty (40) feet to the front lot line, or nearer than twenty-five (25) feet to any side street line. No building shall be located nearer than sixteen (16) feet to an interior line on one side and nineteen (19) feet on the other side, except that a five (5) foot minimum side yard shall be permitted for a garage or other permitted accessory building located sixty (60) feet or more from the front minimum building set-back line. No dwelling shall be located on any interior lot nearer than forty-five (45) to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered a part of the building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than one hundred (100) feet at the minimum building set-back line nor shall any dwelling be erected or placed on any lot having an area of less than fifteen thousand (15,000) square feet.

6. EASEMENTS. Easements to each individual lot for installation and maintenance of utilities and services, including without limitation telephone, gas, electrical, water, sewage, and telecable, and drainage facilities are reserved on the rear fifteen (15) feet of the lot and an adjacent fifteen (15) foot wide strip on each side lot line. In addition, there is reserved from each lot, the right of way for drainage, utilities and sewer easements as shown on the recorded plat of survey hereinabove referenced.

7. **NUISANCES.** 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.

8. **PROHIBITION ON USE.** No trade or business may be carried on and 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, including but not limited to home occupations such as nursery schools and beauty parlors. No owner or occupant of any dwelling erected on any of said lots shall ever rent or lease rooms, but such shall not be construed to prevent the rental of the entire residence to a family unit.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, camper, modular home, mobile home or other out building shall be used on any lot at any time as a residence, either temporarily or permanently, and no lot shall ever be used as a parking lot or storage area for trailers, trucks, motor cars or building equipment or supplies, except during the construction of a single family dwelling.

No chain link fences shall be permitted.

9. **SIGNS.** No sign or 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 or realtor to advertise the Property during the construction and sales period. Any variance to this provision shall be approved in writing by the architectural control committee.

10. **OIL AND MINING OPERATIONS.** 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 designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

11. **LIVESTOCK AND POULTRY.** 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, of a reasonable number, may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

12. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

13. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any lot.

14. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and one-half (2½) and ten (10) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

15. LAND NEAR PARKS AND WATER COURSES. No building shall be placed nor shall any material or refuse be placed or stored on any lot within twenty (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.

16. CONSIDERATION. Acceptance of a conveyance of any of said lots by the Grantee or Grantees either from the Owner or subsequent owners shall evidence an understanding and agreement that as part of the consideration for the conveyance, the Grantee or Grantees named therein will conform to the foregoing conditions, limitations and restrictions.

17. TERM. These covenants are to 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 in the Office of the Judge of Probate of Lee County, Alabama, after which period of time these covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the owners of the lots has been recorded agreeing to change said covenants in whole or in part.

18. **ENFORCEMENT.** Enforcement shall be by proceedings at law or in equity against any person or persons or any entity violating or attempting to violate any covenant either to restrain violation or to recover damages.

Notwithstanding anything contained herein to the contrary, (i) the Owner shall be the sole party with authority to enforce these covenants, and no other party, whether said party, person, firm, partnership, corporation or other entity is a lot owner or not, shall have no enforcement authority; and, (ii) the Owner shall not be required to enforce any of these covenants.

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

Notwithstanding anything contained herein to the contrary, these covenants, restrictions and limitations shall not restrict, limit or in any other way affect other real property owned by the Owner, whether or not adjacent to this Subdivision.

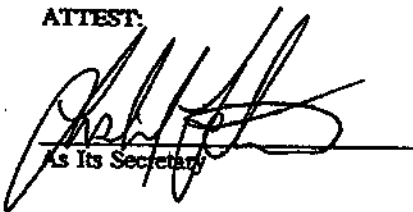
IN WITNESS WHEREOF, the said Owner has caused this instrument to be executed in its name by R. Jackson Burkhalter, As Its President, and its corporate seal to be affixed and attached hereto by Leslie T. Letlow, As Its Secretary, both of whom have been duly authorized in the premises, this declaration being dated as of the 20 day of AUGUST, 1993.

LCR CORPORATION, OWNER

By:

R. Jackson Burkhalter
As Its President

ATTEST:


As Its Secretary

CORPORATE
SEAL

STATE OF ALABAMA
LEE COUNTY

AFFIDAVIT

I, C. MICHAEL BENSON, am a practicing attorney licensed to practice law in the State of Alabama. I was the Scrivener of Restrictive Covenants for Cloverleaf Subdivision, 12th Addition, dated August 20, 1993, and filed for record on August 20, 1993, in Book 1777, at Page 159, et seq., in the Office of the Judge of Probate of Lee County, Alabama.

In Paragraph 5 of said Restrictive Covenants the minimum lot area stated therein was incorrect due to a Scrivener's inadvertent error in that the written quantity was incorrectly stated and Paragraph 5 read as follows:

5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than one hundred (100) feet at the minimum set-back line nor shall any dwelling be erected or placed on any lot having an area of less than fifteen thousand (18,000) square feet.

WHEREAS, IT SHOULD HAVE STATED:

5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than one hundred (100) feet at the minimum set-back line nor shall any dwelling be erected or placed on any lot having an area of less than eighteen thousand (18,000) square feet.


DONE, this the 12th day of November, 1993.


C. MICHAEL BENSON
Attorney at Law

STATE OF ALABAMA
LEE COUNTY

This is to certify that C. MICHAEL BENSON, whose name is signed to the foregoing and who is known to me did sign same on the day the same bears date and declares it to be true and correct to the best of her information, knowledge and belief.

Sworn to and subscribed before me this the 12th day of November, 1993.


Notary Public
My Commission Expires: 5/1/94

Dated: 9/19/69
Filed: 9/19/69

RESTRICTIVE ~~COVENANTS~~
CLOVERLEAF SUBDIVISION

Recorded:
Deed Book 816
Page 14

Additions
1-10

RECITES:

1. LAND USE AND BUILDING TYPE. All lots contained in said subdivision shall be known, described and used as residential lots. No building or 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 not more than three cars and other accessory structures customarily used for residential occupancy.

2. ARCHITECTURAL CONTROL. No building or other permanent improvement, including fences, may be erected, placed, or constructed 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 the quality workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the rear edge of the dwelling unless approved by the architectural control committee. The committee's approval or disapproval as required by this covenant shall be in writing. In the event the committee, or its designated representatives, fails to approve or disapprove within 15 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 30 days after completion of the improvements, approval will not be required and the related covenants shall be deemed to have been fully complied with.

The architectural control committee shall be composed of John A. Curry, Jr., W. T. Edwards, Jr. and John C. Bailey, Jr., all of Lee County, Alabama. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor.

3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$25,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,750 square feet for a one-story dwelling and not less than 1,500 feet for a dwelling of more than one story.

4. BUILDING LOCATION. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building set-back line shown on the recorded plat. In any event no building shall be located on any lot nearer than 40 feet to the front lot line, or nearer than 25 feet to any side street line. No building shall be located nearer than 16 feet to an interior line on one side and 19 feet on the other side, except that a 5-foot minimum side yard shall be permitted for a garage or other permitted accessory building located 60 feet or more from the minimum building set-back line. No dwelling shall be located on any interior lot nearer than 45 feet to the rear lot line. For the purpose of this covenant ~~edges, steps and open porches shall not be considered as~~

an area of less than 15,000 square feet.

6. EASEMENTS. Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved on the rear ten feet of the 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. In addition, there is reserved from each lot, the right of way for drainage, utilities and sewer easements as shown on the recorded plat of survey of Cloverleaf Subdivision, a subdivision.

7. NUISANCES. 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.

8. PROHIBITIONS ON USE. No trade or business may be carried on and 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, including but not limited to home occupations such as nursery schools and beauty parlors. No owner or occupant of any dwelling erected on any of said lots shall ever rent or lease rooms, but such shall not be construed to prevent the rental of an entire residence to a family unit.

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, and no lot shall ever be used as a parking lot or storage area for trailers, trucks or motor cars, or building equipment or materials, except during construction of a single family dwelling.

9. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of no 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 construction and sales period.

10. OIL AND MINING OPERATIONS. 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 designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

11. LIVESTOCK AND POULTRY. 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 kept, bred, or maintained for any commercial purposes.

12. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, and 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.

~~13. SEWAGE DISPOSAL. No individual sewage-disposal system shall be permitted on any lot.~~

14. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 1/2 and 10 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street lines.

15. LAND NEAR PARKS AND WATER COURSES. 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.

16. CONSIDERATION. Acceptance of a conveyance of any of said lots by the Grantee or Grantees either from the subdividers or subsequent owners, shall evidence an understanding and agreement that as part of the consideration for the conveyance, the Grantee or Grantees named therein will conform to the foregoing conditions, limitations and restrictions, and that upon failure to do so the subdividers, their heirs and assigns, as well as the owner or owners from time to time of any lot located in said subdivision may enforce such restrictions by proceedings at law or in equity against any person, persons, corporation or corporations, violating or threatening to violate any of said conditions, limitations and restrictions, and shall have the right to proceed in a Court of competent jurisdiction for specific performance and execution of said conditions, limitations and restrictions specified, and to claim such damages as may be incurred for the violation thereof and the failure to assert such right as herein provided shall not be deemed a waiver thereof.

17. TERM. These covenants are to 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 lots has been recorded agreeing to change said covenants in whole or in part.

18. ENFORCEMENT. 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.

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