

STATE OF ALABAMA  
LEE COUNTY

DECLARATION OF RESTRICTIVE COVENANTS

Of

Northtowne Subdivision

1286 240  
Recorded in the Above  
MISC Book & Page  
07-07-2008 03:00:35 PM  
Bill English - Probate Judge  
Lee County, AL  
Book/Pg: 1286/240  
Term/Cashier: SCAN1 / AP  
Tran: 3300.65478.89515  
Recorded: 07-07-2008 15:01:00  
REC Recording Fee  
Total Fees: \$ 17.00

17.00

KNOW ALL MEN BY THESE PRESENTS, that whereas, Jim Henry Development, LLC, an Alabama limited liability company, is the owner, in fee simple, in and to certain real estate situated in the City of Opelika, in Lee County, Alabama, known as "Northtowne Subdivision", which said property is located in Section 34, Township 20 North, Range 27 East, and the said Jim Henry Development, LLC has caused said real estate to be subdivided, a survey of which has been made by Alabama Land Surveying, 1900 Brooks Street, Montgomery, AL 36106, and has caused a map or plat of said subdivision to be made by the said Alabama Land Surveying, which said map or plat denotes by designating the block and lot number the various lots situated in said subdivision, said map or plat also shows the location of said lots, the bearings and the boundaries of each of said lots, the same map or plat also shows the streets, on which said lots front, giving the bearings and width of said streets, and which said map or plat shows the relationship of said subdivision to the government survey; and,

WHEREAS, said map or plat of the said "Northtowne Subdivision" was certified by the said Alabama Land Surveying and was certified and acknowledged by Jim Henry Development, LLC on the 4<sup>th</sup> day of April, 2008, and was on the 7<sup>th</sup> day of April, 2008, duly filed for record in the Office of the Judge of Probate of Lee County, Alabama, and was recorded in Town Plat Book 30, at Page 143, in said Probate Office; and,

WHEREAS, the said Jim Henry Development, LLC as owner of said subdivision is desirous of placing certain restrictions, conditions and limitations upon the lots in said subdivision, and that said restrictions, conditions and limitations shall attach to and run with the land for the purpose and to the end that said subdivision shall be and shall continue to be an uncongested, healthful and desirable place in which to maintain residences.

NOW THEREFORE, the undersigned, Jim Henry Development, LLC, the owner and subdivider of the said "Northtowne Subdivision" does hereby declare that each of the lots in said subdivision shall and will be subject to the following restrictions, conditions and limitations, to-wit:

1. **Residential Lots:** That lots in said subdivision shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any such residential lots other than one detached single family dwelling not to exceed two stories in height, and a private garage for not more than two vehicles, together with appropriate out-buildings. Every lot shown on the plat of said subdivision hereinabove referred to shall be used for residential purposes only. No lot in said subdivision shall be sold, leased or used for any mercantile, manufacturing or other commercial business or purpose.

2. **Setbacks:** No dwelling house or other building shall be erected, placed or permitted to remain on any lot shown on said map or plat, the front line of which (which means the front line of the porch or terrace or any projection not including steps) shall be nearer the street on which said lot faces than the distance as denoted by the building line as drawn and shown on said map or plat, and no dwelling or other building the side line of which shall be nearer than seven feet to the side line of such lot.

3. **Minimum Square Footage:** The ground floor area of the main structure of any dwelling or residence, if a single story building, shall be not less than 1,250 square feet, exclusive of porches, terraces, garages, sundecks or carports; and the ground floor area of any such main structure, if a two story building, shall be not less than 700 square feet exclusive of porches, terraces, garages, sundecks and carports. No building or other structure shall be erected, placed or permitted to remain on any lot in said subdivision whose outside walls, which are exposed to view, are constructed of concrete blocks, sand blocks, cinder blocks, or blocks of like nature. All dwellings or other residential structures which are constructed on any of said lots in said subdivision shall conform to Federal Housing Administration and Veterans Administration minimum building design requirements and specifications.

4. **Offensive Activities:** No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become any annoyance or nuisance to the

neighborhood. No professional, business, home industry, religion, school, kindergarten or educational enterprises shall be conducted on any lot. Nor owner or occupant of any dwelling erected on any lot shall ever rent or lease rooms, but such shall not be construed to prevent the rental of an entire residence to a family unit or the employment of live-in domestic servants.

5. **Animals:** No animals, livestock or poultry of any kind shall be raised, kept or bred on any lot, except that dogs, cats and other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

6. **Landscape Maintenance:** All lots, whether occupied or unoccupied and any improvements placed thereon, shall at all time be maintained in a neat and attractive condition and in such manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon. In order to implement effective control of this item, the Developer reserves for himself and his agents the right, after ten (10) days notice to the lot owner, to enter upon any residential lot with such equipment and devices as may be necessary for the purpose of moving, removing, clearing or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the Developer detracts from the overall appearance and safety of the Subdivision. Such entrance upon such property for such purposes shall be only between the hours of 7:00am and 6:00pm on any day except Sunday and shall not be a trespass. The Developer may charge the lot owner a reasonable cost for such services, which charge shall constitute a lien upon such lot enforceable by appropriate proceedings at law or equity. The provisions of this paragraph shall not be construed as an obligation on the part of the Developer to mow, clear, cut or prune any lot nor to provide garbage or trash removal services.

7. **Trash:** No trash, garbage or other refuse shall be dumped, stored or accumulated on any lot. Trash, garbage or other waste shall not be kept on any lot except in clean and sanitary condition and shall be placed or screened by shrubbery so as not to be visible from the street within sight distance. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted.

8. **Residential Purposes:** Each lot and dwelling shall be used for residential purposes only. No more than a single-family unit and one unrelated person shall occupy any dwelling.

9. **Destruction of Improvements:** Any dwelling or other structure on any lot in the subdivision which is destroyed in whole or in part for any reason must be rebuilt in owner (1) year. All debris must be removed and the lot restored to a slightly condition with reasonable promptness, provided that in no event shall such debris remain on any lot longer than 60 days.

10. **Refuse Receptacles:** Refuse receptacles must be removed from the street in a timely manner, and shall be stored in an area so as to be not visible from the street.

11. **Outbuildings:** No trailer, tent, shack, garage, barn or other outbuildings erected or placed on any lot in said subdivision shall be at any time used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a place of residence. Permanent storage buildings must conform with the design of the residence located upon the lot, must have limited street visibility, and may not exceed square footage of 400 square feet.

12. **Swimming Pools:** Swimming Pools will be permitted. However, fencing of swimming pool areas must be within achieved set-back lines and fence type and site location must be approved by the Architectural Review Committee. Above ground pools or recreational equipment must be located so as not to be visible from the street.

13. **Utility Trailers:** No utility trailers will be kept in the streets overnight. Utility trailers can only be kept behind the residence out of view from the street on a paved parking area. Utility trailers shall not have any offensive wording on the exterior and cannot exceed more than fourteen feet in length including tongue.

14. **Vehicles:** No vehicles will be kept on the driveway or in the streets overnight if the owner has a garage or designated paved parking available with limited visibility from the street. Said garage or designated paved parking area should be used for its intended purpose.

15. **Subdivision of Lots:** There shall be no subdivision of any lots shown by said map or plat hereinabove referred to by the grantor or grantees, or by their heirs or assigns, except that any lot shown by said map or plat may be, at any time, subdivided or combined with another lot or lots in said subdivision for the purpose of enlarging or improving the adjacent lot or lots, the lot or lots resulting from such subdivision or combination each to be deemed thereafter one single lot, subject to all of the restrictions herein set forth.

16. **Signs:** No sign of any kind shall be exhibited in any way on or above the property of this subdivision without written approval of the sellers or their duly authorized agent.

17. **Waste Water:** No septic tank, cesspool or drainage field thereof or therefrom shall be placed on any lot until the location and construction thereof shall have been approved by the proper health authorities or authority.

18. **Window Treatments/Coverings:** All interior window treatments/coverings as viewed from the exterior shall be white or off-white in color.

19. **Street signs/Mailboxes:** Specialty street signs and mailboxes have been installed in the subdivision. The original signs and mailboxes were provided by Imperial Mailbox systems, 3901

Norris Lane, Millbrook, AL 36054, Phone: 1-800-647-0777, Fax: 334-285-6635. Replacement parts may be obtained from Imperial Mailbox Systems, the city of Opelika, or any other supplier as long as the replacement is in keeping with the overall color and structural theme of the original signs and mailboxes.

**20. Outdoor Furniture, Recreational Facilities and Clotheslines:**

- A. No outside clothes lines will be permitted.
- B. Wood piles shall be located only at the rear of the lot, and shall be screened by appropriate landscaping from view from streets and, to the extent possible, from adjacent lots and houses.
- C. Children's toys, swing sets, jungle gyms, trampolines. And other outdoor and recreational equipment and appurtenances shall be allowed only at the rear of the house.
- D. No furniture shall be placed, kept, installed, maintained or located in or on the front or side yards of areas of any lot or house. Any furniture placed, kept, installed, maintained, or located at the rear of or behind a house shall, to the greatest extent possible, be located so that the same shall not be visible from any street.
- E. Free standing playhouses and tree houses shall be permitted, but only after approval of same by the Architectural Review Committee.
- F. Basketball backboards shall be located in a location approved by the Architectural Review Board.
- G. Barbeque grills or other types of outdoor cooking equipment and apparatus shall be located only at the rear of the lot and, to the extent practicable, shall not be visible from any street.
- H. Bird feeders, wood carvings, plaques and other types of home crafts shall not be permitted in the front yards of any lot or house, not shall any of the foregoing items be attached to the front or side of any house. All bird feeder, wood carvings, plaques and other types of home crafts shall be located to the rear of the house.
- I. No exterior above ground liquefied fuel storage containers in excess of ten (10) gallons of any kind shall be permitted

21. **Easements:** The lots in said subdivision are subject to an easement in favor of the City of Opelika, a municipal corporation, and Alabama Power Company, and to any telephone company serving the City of Opelika for the purpose of installing and maintaining guy wires and anchors to stabilize pole lines, said easement being ten feet in width, being five feet on each side of the front and side lot lines of said lots and extends a distance of not more than the minimum building line, and on the rear lot lines, all according to and as shown on said map or plat of survey of said subdivision.

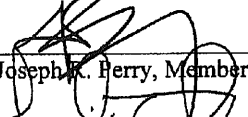
22. **Homeowners' Association:** Prior to the sale of any residences within the development, there shall be established the "Northtowne Subdivision Homeowners' Association". Each lot within the development shall be subject to the terms of this association, and each lot owner within the development shall be a member of this association. The responsibilities of the association shall include only the appointment of the Architectural Review Committee, maintenance of the subdivision entranceway, including the sign, maintenance of the street signs and lighting, and maintenance of the detention ponds contained within the development. There shall initially be no monthly, quarterly, or yearly homeowners' association dues, but shall only be imposed upon determination of a need to accomplish one or more of the stated objectives of the association.

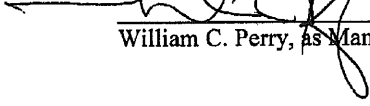
23. **Creation of Architectural Review Committee:** The Architectural Review Committee (ARC) shall initially be comprised of William C. Perry and Joseph R. Perry. The initial members shall remain the sole members of the ARC until such time as seventy-five percent of the subdivision lots have been transferred from the developer to other parties. At that time, the initial members shall vacate their positions, and the Northtowne Subdivision Homeowners' Association shall appoint three persons owning property within the development as replacement board members, who shall serve at the discretion of the Homeowners' Association.

24. **Adherence to Covenants:** Acceptance of a conveyance of any of said lots by the grantee or grantees shall evidence in understanding and agreement that as a part of the consideration for the conveyance, the grantee or grantees therein named, their heirs and assigns, shall conform to the foregoing conditions, limitations and restrictions, and that said conditions, limitations and restrictions shall attach to and run with the land; and it shall be lawful for any person or persons owning any lot or lots in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of the covenants, either to prevent him or them from so doing or to recover damages or other claim for such violations. Invalidation of any one of these covenants by judgment or decree of any court shall in no wise affect any of the other covenants which shall remain in full force and effect.

In witness whereof, the said Jim Henry Development, LLC, an Alabama limited liability company, by and through Joseph R. Perry, as Member, and William C. Perry, as Managing Member, who are authorized to execute this instrument, have hereunto set their hands and seals on behalf of the Owner on this, the 25<sup>th</sup> day of April, 2008.

Jim Henry Development, LLC  
An Alabama limited Liability Company

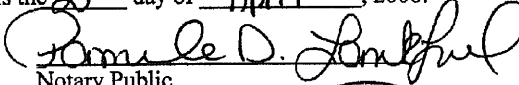
  
\_\_\_\_\_  
Joseph R. Perry, Member

  
\_\_\_\_\_  
William C. Perry, as Managing Member

THE STATE OF ALABAMA, }  
LEE County, }

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that Joseph R. Perry and William C. Perry, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 25<sup>th</sup> day of April, 2008.



Notary Public

My Commission expires:

