

RESTRICTIVE COVENANTS FOR SOLAMERE SUBDIVISION, PHASE I
FILED IN PLAT BOOK 27, PAGE 10
LEE COUNTY PROBATE RECORDS

Steven W. Corbett hereby adopts the following Restrictive Covenants for Solamere Subdivision, Phase I located in Section 26, Township 19 North, Range 25 East, Lee County, Alabama, the plat of which is recorded simultaneously herewith.

1. **LAND USE AND BUILDING TYPE:** No lot shall be used for any purpose other than residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one and one-half stories in height and a private garage for two motor vehicles. No garage shall ever be enclosed so as to be incorporated into the heated and cooled living area. Every garage constructed shall be maintained for the storage and parking of two motor vehicles.

2. **ARCHITECTURAL CONTROL:** No building, satellite dish of any type, antenna of any type, storage building or any other structure shall be erected, placed or altered 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. All satellite dishes must be of the small, digital size and placed to the rear of the dwelling. No satellite dish may be visible from the street in front of the dwelling nor placed on the roof of the dwelling.

3. **QUALITY AND SIZE:** No main dwelling containing less than 1850 square feet of heated livable area shall be constructed on any lot in this subdivision. The minimum allowable roof pitch shall be 10 feet over 12 feet. Additionally, any roof pitch exceeding 10 feet over 12 feet in roof pitch must be approved, in advance, by the Architectural Control Committee. There shall be a minimum wall height of 9 feet 0 inches from the F. F. L. to the ceiling in each dwelling.

4. **LOT LINES:** No dwelling shall be erected or altered on any lot nearer the front lot lines than shown on the recorded plat. No dwelling shall be located nearer the side street line than the building line shown on the recorded plat. No dwelling shall ever be erected on any lot closer than four feet to interior lot lines. No fence or wall shall be erected, placed or altered on any lot nearer the front lot lines than the front corners of the dwelling. Provided, however, retaining walls may be erected in such prohibited area when necessary for full time use and enjoyment of a lot or any adjoining lot when topography of said lot is such as to reasonably require such wall. In any event, prior to the construction of such wall, written approval must be obtained from the Architectural Control Committee.

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

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PROBATE JUDGE, LEE COUNTY

6. **SEWAGE AND WASTE DISPOSAL:** No individual sewage-disposal sewage system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of local city or county public health authorities. Approval of such systems as installed shall be obtained from such authority. This subdivision is serviced by the City of Auburn Sewer System and, accordingly, no individual septic tank, cess pool, field line, or other sewage disposal system shall be permitted on any lot. All dwellings shall be connected to the City of Auburn Sewer System.

7. **OUTBUILDING:** No trailer, mobile home, pre-manufactured home, modular home, tent, shack, or barn shall at any time be used as a residence, temporarily or permanently. One accessory structure, detached garage or storage building is permitted per lot, not to exceed the maximum size of 240 sq. feet. The exterior appearance including roof and exterior walls shall match the color, texture and material of the dwelling. All accessory structures, detached garages and/or storage buildings must be approved by the Architectural Committee prior to their construction. There shall be absolutely no metal or aluminum storage buildings on any lot at any time.

8. **ANIMALS:** No animals, livestock, horses or poultry of any kind shall be raised, bred or kept on any lot; however, dogs, cats, and other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes.

9. **EASEMENT:** A four (4) foot easement is reserved along the front, rear and all side property lines for installation and maintenance of utilities and drainage facilities; additionally all other easements indicated on the subdivision plat are also reserved.

10. **SIGNS:** No sign of any kind shall be displayed to the public view on any lot except professional signs of not more than six square feet advertising the property for sale or rent used by the builder and/or real estate agents to advertise during the construction and sale period.

11. **GARBAGE AND REFUSE DISPOSAL:** Trash, garbage, and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such material shall be kept in a clean and sanitary condition.

12. **SIGHT DISTANCE AT INTERSECTIONS:** No hedge or shrub planting which obstructs sight lines at elevations between 2 and 3 feet above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by street property lines and a line connecting them at a point 25 feet from the intersection of the street property line extended. The same sight line limitations shall apply to any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such straight lines.

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13. **FUEL STORAGE:** All fuel storage tanks shall comply with state and local utility requirements.

14. **MEMBERSHIP:** The Initial Architectural Control Committee is composed of Steven W. Corbett. The committee may designate a representative to act for it. In event of death or resignation of any member of the committee, any remaining member or members shall have authority to designate a successor. No member of the committee nor its designated representative(s) shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of 45 or more lots shall have the power, through a duly recorded written instrument, to add to, subtract from, or change the membership of the Committee or alter the powers and duties of the Committee. Steven W. Corbett reserves the right to resign from the Architectural Control Committee without notice and the majority of the Lot owners may choose successor(s).

15. **PROCEDURE:** The Architectural Control Committee's approval or disapproval as required in these covenants shall be written. In the event the committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to its 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. All plans must be signed and dated by the Architectural Control Committee before construction begins on each Lot.

Initialed and Accepted: _____
Initials of Builder : _____

16. **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 ten (10) 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 owners of the lots has been recorded agreeing to change said covenants in whole or in part.

17. **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 recover damages.

18. **SEVERABILITY:** Invalidation of any one of these covenants by judgment or Court Order in no wise affects any of the provisions which shall remain in full force and effect.

19. **BUSINESS:** No trade, business, occupation, boarding or rooming house or profession shall be conducted on any lot.

20. **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, tunnels, mineral excavations or shafts be permitted

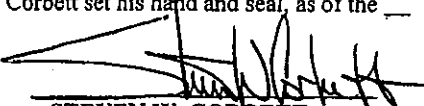
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upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected upon any lot.

21. **VEHICLE PARKING:** Vehicle parking on the street in front of the house shall be limited to the rules and regulations of the City of Auburn. Storing automobiles, trucks, campers, boats, personal watercraft, motorcycles, motor bikes or any other vehicle of any other description in the street, driveway, yards or residences in front of the building setback lines is specifically prohibited. Vehicular maintenance or repair which renders vehicles inoperable for more than 24 hours is prohibited on the street, driveway or front yards of residences. This provision shall not permit the commercial repair of any type vehicles, such activity being expressly prohibited.

22. **SEVERABILITY:** Invalidation of any one of these covenants by judgment or Court Order in no wise affects any of the other provisions which shall remain full force and effect.

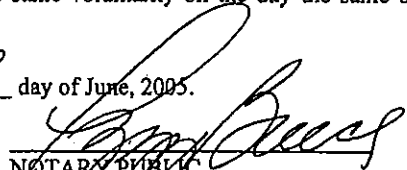
28th IN WITNESS WHEREOF, Steven W. Corbett set his hand and seal, as of the ___ day of June, 2005.


STEVEN W. CORBETT

STATE OF ALABAMA)
COUNTY OF RUSSELL)

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that **STEVEN W. CORBETT**, whose name is signed to the foregoing document and who is known to me, acknowledged before me on this day that, being informed of the contents of the document, he executed the same voluntarily on the day the same bears date.

Given under my hand this *28th* day of June, 2005.


NOTARY PUBLIC
My Commission Expires: _____

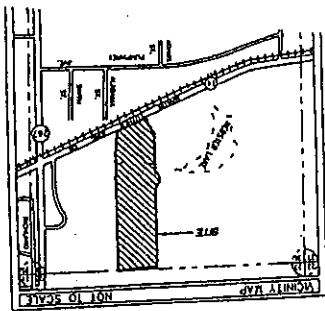
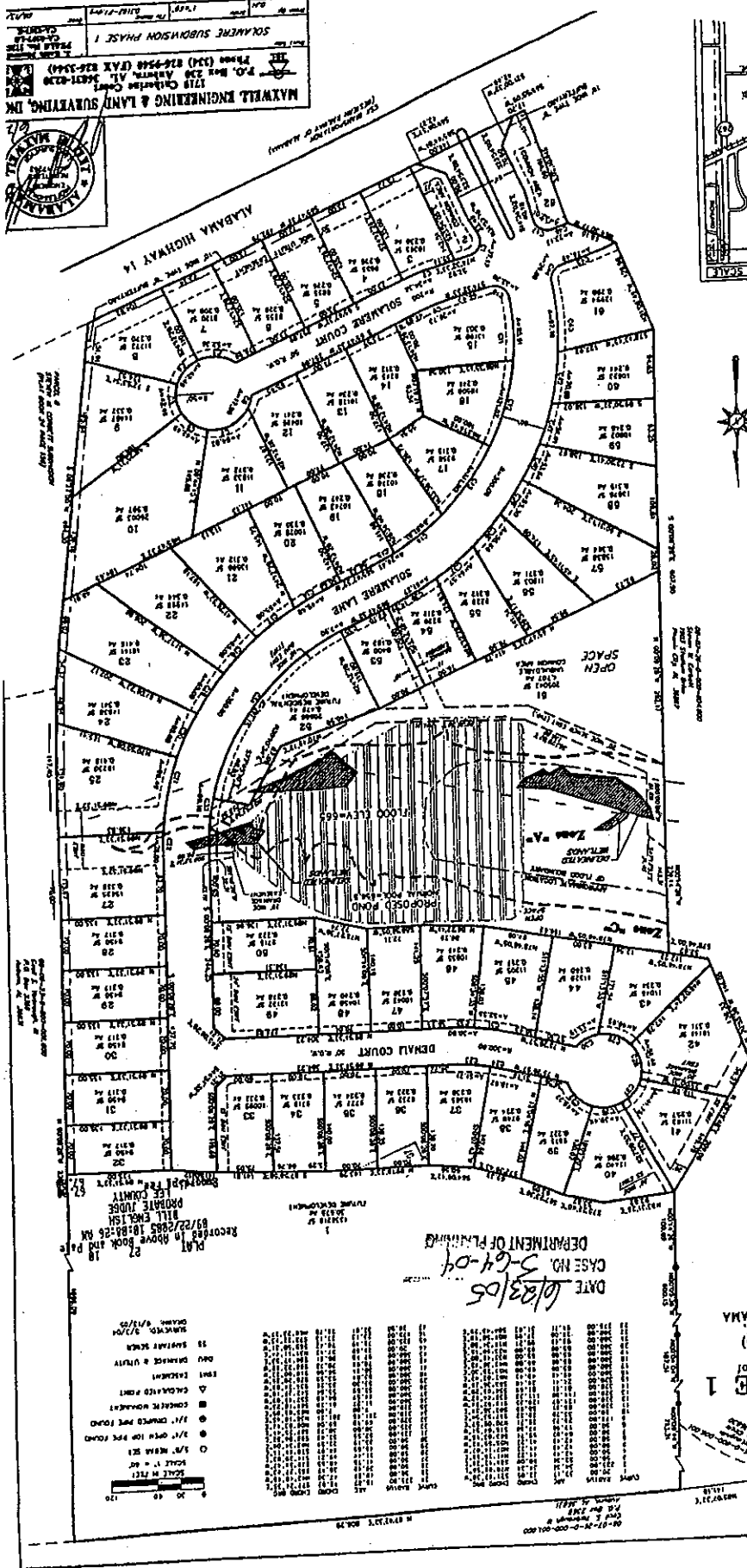
Prepared by:
Robert P. Lane
Funderburk, Day & Lane
P.O. Box 1268
1313 Broad Street
Phenix City, AL 36868
(334) 297-2900

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Sept 24, 2008
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Recorded Bill MISC BK 1276 PG 574.09/22/05 19:52:18 AM
PROBATE JUDGE, LEE COUNTY

ORIGINAL

MAXWELL ENGINEERING & LAND SURVEYING, INC.
1715 Carolina Court
P.O. Box 238
Anniston, AL 36810-0238
Phone (205) 836-9548 (FAX 836-3344)



1. The plat is a true and correct copy of the original survey as shown on the original survey map and as shown on the original survey map.

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PLAT
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BILL EWALD
ANNISTON, ALABAMA
DATE 01/23/05
CASE NO. 5-64-04
DEPARTMENT OF PLANNING

MAP OF
SOLAMERE
SUBDIVISION PHASE 1
(Including a subdivision of Parcel A of
Steven W. Corbett Subdivision as
recorded in Plat Book 24 page 180)
SECTION 26, TOWNSHIP 19 NORTH,
RANGE 25 EAST, LEB COUNTY, ALABAMA