

TWIN CREEKS

STATE OF ALABAMA  
LEE COUNTY

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RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that, whereas DT&D, Inc., a corporation organized and existing under the laws of the State of Alabama, is the owner of certain lands in Lee County, Alabama, known as TWIN CREEK SUBDIVISION, a subdivision of the lands of the said DT&D, Inc.; and,

WHEREAS, the said DT&D, Inc., has caused the said lands to be subdivided and a survey and map or plat made thereof by T. Richard Fuller, Registered Surveyor, denoting the lots in said subdivision by number, showing the length, bearings and boundaries of each of said lots and showing the streets, giving the bearings, length, width and name of each street as well as the number of each lot and the map or plat of said survey showing the relation of the lands so platted and surveyed to the government survey; and,

WHEREAS, the said DT&D, Inc., as owner, and T. Richard Fuller, as Surveyor, did join in certifying the said map or plat of said survey, and that the said map or plat is filed in Town Plat Book 9, at Page , in the Office of the Judge of Probate of Lee County, Alabama; and,

WHEREAS, the said DT&D, Inc., as 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 land, 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, the said DT&D, Inc., owner and subdivider of said TWIN CREEK SUBDIVISION, do hereby declare as follows:

1. Land Use and Building Type. No lot shall be used except for single family residential purposes, but the owners of said lots shall be permitted to carry on home occupations within the main residence, and agricultural activities of a non-commercial nature, provided that no swine, domestic fowl, or goats shall be kept on any of said lots. No building shall be erected, altered, placed 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 such other accessory structures as may be necessary and are in character and conformity with the uses permitted by these restrictions.

2. Dwelling Size. No structure, except as otherwise provided, shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family residence not to exceed two (2) stories or twenty-one (21) feet front plate height, or on uphill lots, three (3) stories or twenty-eight (28) feet front plate height, and a private garage for not more than three (3) cars.

Except as otherwise provided, every dwelling building on any lot, exclusive of one story open porches, garages, carports and finished basements, shall each have not less than 1,500 square feet of floor space on the main floor, with a ceiling height of not less than eight (8) feet in all enclosed, heated, habitable areas, except that in two story dwellings of not less than 2,300 square feet of total floor space in habitable areas, the main floor requirement may be reduced to not less than 1,500 square feet of area exclusive of the non-habitable areas and in dwellings designed as "story and a half", the main floor area may be reduced to not less than 1,800 square feet of habitable area provided that the combined habitable space on both levels totals not less than 2,100 square feet of habitable floor space, and in dwellings designed as "split level" where the floor levels of habitable spaces are separated so that ground levels are in differing elevations, the

7. Minimum Quality Construction Standards. No dwelling house shall be constructed on any of said lots in said subdivision that does not meet the Minimum Property Standards of the Federal Housing Administration in force at the time of said construction. Permitted accessory structures shall be in keeping with the character and conformity of the neighborhood.

8. Water Pollution. In the interest of public health and sanitation and in order that the land protected by these restrictions and all other land in the same locality may be benefited by a decrease in the hazards of stream pollution and water supplies, recreation, wildlife, and other public uses in the area, no use will be permitted of the lands so restricted for any purpose that would result in the draining or dumping into any stream or other body of water of any refuse, sewage, or other material which might tend to pollute said waters.

9. Water Supply Systems. Individual water supply systems shall be permitted on said property provided 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 for such authority.

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

11. Temporary Structures. No structure of a temporary character, trailer, mobile home, camper, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

12. Swimming Pools. Swimming pools will be permitted. However, fencing of swimming pool areas is required and must be within

main floor area requirements may be reduced to 1,500 square feet in the aggregate of two of such floor levels, so long as all habitable spaces have a ceiling height of eight (8) feet and the combined floor area of all levels is not less than 2,300 square feet of habitable area.

3. Lot Area Control. There shall be no subdivision of any lot shown on said plat, except that any lot shown on said plat may be, at any time, subdivided and the subdivided portions thereof combined with other adjoining lots for the purpose of enlarging or improving the adjacent lots, the said lots resulting from such subdivision and combination being subject to all the restrictions herein set forth.

4. Building Location. 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. In any event, no building shall be located on any lot nearer than 50 feet to the front lot line, or nearer than 50 feet to any side street line. No dwelling shall be located nearer than 30 feet to any one side of any interior lot line. No garage or other permitted accessory building shall be located nearer than 20 feet to an interior lot line.

5. Sewage Disposal Systems. Individual sewage disposal systems shall be permitted on any lot provided such system is designed, located and constructed in accordance with the health authorities. Approval of such system shall be obtained from such authority.

6. Garbage Disposal. 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 clean and sanitary condition.

13. Advertising Structures. All signs, billboards or advertising structures of any kind are prohibited except builder and subcontractor signs during construction periods except one professional sign of not more than two (2) square feet to advertise the property during sale period. No sign shall be permitted to be nailed or attached to trees.

14. Recreational Vehicles. No boat, boat trailer, house trailer, mobile home, camper, motor home, recreational vehicle or similar equipment or vehicle shall be parked or stored on any road, street, driveway, or front yard of any lot located in the subdivision for any period of time in excess of twenty-four (24) hours except in closed garages. No trucks larger than three-fourths (3/4) ton GVW and no tractors or other excavating machinery shall be parked or stored on any road, street, driveway or front yard of any lot located in the subdivision for any period of time in excess of twenty-four (24) hours except during the period of construction on the lot.

15. Other Structures and Fixtures. No structure or other permanent fixture, excluding landscaping plantings and mail boxes shall be erected, placed or altered on any lot between the street and the building set back line unless the same shall be a retaining wall which does not in any event rise above the finished grade elevation of the earth embankment so retained, reinforced or stabilized.

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 twenty-five (25) years from April 30, 1977, after which time said covenants shall be automatically extended for successive periods of five years unless an instrument signed by a majority of the then owners of the lots has been recorded, terminating or agreeing to change said covenants in whole or in part.

17. Enforcement. Enforcement shall be by proceeding at law

against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damage.

18. Severability. Invalidation of any one of these covenants by judgment or court shall in no way affect any of the other provisions which shall remain in full force and effect.

19. Acceptance. Acceptance of a conveyance by the grantee or grantees of any lot in said subdivision shall evidence an understanding and agreement that as part of the consideration for the conveyance, the grantee or grantees therein named will conform to the foregoing conditions, limitations and restrictions and the same shall attach to and run with the land until and thereafter, until the same shall be changed or terminated as hereinabove provided.

IN WITNESS WHEREOF, DT&D, Inc., an Alabama corporation, owner of TWIN CREEK SUBDIVISION, by its duly authorized officers, has caused this instrument to be executed for it and in its name this 30th day of April, 1977.

DT&D, INC., an Alabama corporation

BY: [Signature]  
its President

SEAL

ATTEST:

W. Mason Dollar  
its Secretary