

STATE OF ALABAMA
LEE COUNTY

DECLARATION OF RESTRICTIVE COVENANTS
Of
VILLAGE AT WATERFORD, PHASE 1

1282 752
Recorded in the Above
MISC Book & Page
08-17-2007 08:24:53 AM
Bill English - Probate Judge
Lee County, AL
Book/Pg: 1282/752
Term/Cashier: SCAN1 / AP
PLAT 2127.42940.58755
Recorded: 08-17-2007 08:25:45
REC Recording Fee
Total Fees: \$ 11.00

11.00

KNOW ALL MEN BY THESE PRESENTS, that whereas, The Village at Highland Hills, 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 "Village at Waterford, Phase 1", which said property is located in Section 20, Township 19 North, Range 27 East, and the said The Village at Highland Hills, LLC has caused said real estate to be subdivided, a survey of which has been made by J. Keith Maxwell, Registered Engineer and Land Surveyor, Certification No. 17252, and has caused a map or plat of said subdivision to be made by the said J. Keith Maxwell, 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, avenues and roads on which said lots front, giving the bearings and width of said streets, avenues or roads, 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 "Village at Waterford, Phase 1" was certified by the said J. Keith Maxwell, and was certified and acknowledged by The Village at Highland Hills, LLC on the 28th day of March, 2007, 1995, and was on the 14th day of May, 2007, duly filed for record in the Office of the Judge of Probate of Lee County, Alabama, and was recorded in Town Plat Book 29, at Page 78, in said Probate Office; and,

WHEREAS, the said The Village at Highland Hills, 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, The Village at Highland Hills, LLC, the owner and subdivider of the said "Village at Waterford, Phase 1" 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. That lots numbered two (2) through fifty-two (52) 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 numbered two (2) through fifty-two (52) shown on the plat of said subdivision hereinabove referred to shall be used for residential purposes only. No lot numbered two (2) through fifty-two (52) in said subdivision shall be sold, leased or used for any mercantile, manufacturing or other commercial business or purpose.
2. 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 ten feet to the side line of such lot.
3. The ground floor area of the main structure of any dwelling or residence, if a single story building, shall be not less than 1,000 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 800 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. 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.

5. 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. 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.

7. 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.

8. 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.

9. 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.

10. The lots in said subdivision are subject to an easement in favor of the City of Opelika, a municipal corporation, 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.

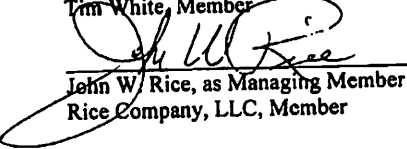
11. Acceptance of a conveyance of any of said lots by the grantee or grantees shall evidence in understanding and agreement that as a part of the consideration for the conveyance, the grantee or grantees therein named, their heirs and assigns, shall conform to the foregoing conditions, limitations and 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 The Village at Highland Hills, LLC, an Alabama limited liability company, by and through Tim White, as Member, and John W. Rice, as Managing Member of Rice Company, LLC, Member, who are authorized to execute this instrument, have hereunto set their hands and seals on behalf of the Owner on this, the 15th day of May, 2007.

The Village at Highland Hills, LLC
An Alabama limited liability company



Tim White, Member



John W. Rice, as Managing Member of
Rice Company, LLC, Member

THE STATE OF ALABAMA, }
LEE County, }

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that John W. Rice and Tim White, 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 15th day of May, 2007.



Notary Public

My Commission expires: 8/2/10

