RESTRICTIVE COVENANTS

VALLEY STREAM SUBDIVISION, SIXTH ADDITION

STATE OF ALABAMA
COUNTY OF COFFEE

KNOW ALL MEN BY THESE PRESENTS, That, WHEREAS, the undersigned, RBC Development, Inc., A Corporation, is the owner of all the lots and property embraced in that certain subdivision in the City of Enterprise, Alabama, more particularly described and know as VALLEY STREAM Subdivision, SIXTH ADDITION, as shown by plat on record in the Office of Judge of Probate, Enterprise, Coffee County, Alabama, in Plat Book 3, Pages 196 .

WHEREAS, the undersigned, RBC Development, Inc., is desirous of selling the several lots described in said plat as referred to hereinabove, and is of the opinion that the restrictions hereinafter imposed upon all of the lots embraced in the above referred to Plat Book will be for the mutual benefit and protection of said lots, and will enhance the value and desirability thereof;

NOW, THEREFORE, the undersigned, RBC Development, Inc., does hereby covenant and agree to itself, its successor and assigns, that the following reservations, restrictions and covenants shall be and are hereby imposed upon each and every lot hereinabove referred to in Paragraph One hereof, for the benefit of and appurtenant to each of the lots in which such restrictions are imposed, to-wit:

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 25 years from the date this instrument is recorded, at which time the said covenants shall be automatically extended for successive periods of then years unless by vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

If the parties hereto, corporation, or any owner of said lots, or their heirs and assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real estate situated in said subdivision as herein covered to prosecute any proceeding at law or equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing to recover damages or other dues for such violation or violations.

Invalidation of any one of these covenants by judgments or court order shall in nowise effect any of the other provisions which shall remain in full force and effect.

A. All lots in the subdivision hereinabove mentioned shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single unit family dwelling not to exceed two stories in height and a private garage for not more than three cars, and other outbuilding incidental to residential use of the lot.

B. No building shall be erected, placed, or altered on any building lot in this property as above described until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, as to the location of the building with respect to topography and finished ground elevation, by the Architectural Control Committee, hereinafter set out and provided for, or by a representative designated by a majority of the members of said committee. In the event said committee or its designated representative fails to approve or disapprove such design within 30 days after said plans and specifications have been submitted to it, or in any event if not suit to enjoin the erection of such building or the making of such alterations has been commenced prior to such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required of such committee or its designated representative and this covenant will have been complied with.

C. No one story dwelling shall be erected upon or permitted to be erected upon or allowed to occupy any lot unless the ground floor area, exclusive of porches, attached garages, and carports, contains not less than 1800 square feet of living area. No dwelling of more than one story shall be erected upon or permitted to be erected upon or allowed to occupy any lot unless the ground floor area, exclusive of porches, attached garages and carports, contains not less than 1,000 square feet of living area. No dwelling, whether it be one story or more than one story shall be erected upon or permitted to be erected upon or allowed to occupy any lot unless the total square feet of living area, exclusive of porches, attached garages and carports, contains not less than 1800 square feet of living area.

D. No dwelling shall be located on any lot nearer than 35 feet to the front lot line, or nearer than 35 feet to any side street. No dwelling shall be located nearer than 10 feet to an interior lot line, except that a five foot minimum side yard shall be permitted for a garage or other permitted accessory building located 40 feet or more from the minimum buildings back line. No dwelling shall be located on any interior lot nearer than 35 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

E. No dwelling shall be erected or placed on any lot having a width or less than 100 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet.

F. 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.

G. No structure or a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

H. No sign of any kind shall be displayed to the public view on any lot except 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 the construction and sales period.

I. There is to be no business of whatsoever nature conducted on said residential property, including the rendering of personal services on the premises.

J. 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 structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

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

L. 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 materials shall be kept in a clean and sanitary condition.

M. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above 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 property lines extended. The same sight-line limitations shall apply on any lot within 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.

N. The Architectural Control Committee is composed of The Officers of RBC Development, Inc., all of Enterprise, Alabama. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore it in any of its powers and duties.

Executed this 16TH day of January, 1996.

RBC Development, Inc.
A Corporation

BY: Norman Riley
It's President

Attest:

It's Secretary

THIS INSTRUMENT PREPARED BY:
NORMAN RILEY, PRESIDENT
RBC DEVELOPMENT, INC.
PO BOX 1511
ENTERPRISE, ALABAMA 36330

STATE OF ALABAMA COFFEE COUNTY ENTERPRISE DIVISION
I, William O. Gammill, Judge of Probate for said County, hereby certify that the foregoing instrument was filed in my office for record on the 16 day of January 1996 at 11:00 o'clock a.m. M, and duly recorded in OR book 15 page 40-42 and examined.
I further certify that the privilege tax of $ has been paid as required by law.
Rec 8.50
4.00
#116047
William O. Gammill
Judge of Probate

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