**DECLARATION OF RESTRICTIVE COVENANTS**

**OF**

**NORTHFIELD ESTATES SUBDIVISION**

This Declaration of Restrictive Covenants (the “Declaration”) is made as of the \_\_\_ day of \_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_, by **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, an Alabama limited liability company (the “Declarant”).

**RECITALS:**

Declarant is the owner of **Lots 1-7, Northfield Subdivision as shown on the map or plat of recorded in Plat Book \_\_\_\_\_ at Page\_\_\_ in the Office of the Judge of Probate of Lee County, Alabama** (the “Subdivision Plat”) which is in Section 12, Township 20 North, Range 25 E, of Lee County, Alabama. Each lot described on said Subdivision Plat shall be referred to as a “Lot”. Declarant desires to own, develop, improve, and sell the Lots for residential housing purposes, subject to certain easements, covenants, conditions, restrictions, requirements, and obligations in order to protect the value and desirability of the Lots.

NOW, THEREFORE, Declarant does hereby declare that all of the Lots shall be held, developed, improved, transferred, sold, conveyed, leased, occupied, and used subject to the following covenants, conditions and restrictions, which shall be binding upon and inure to the benefit of all parties acquiring or having any right, title, or interest in any Lot, and their respective heirs, executors, administrators, personal representatives, successors, and assigns.

1. Mutuality of Benefit and Obligation. The provisions of this Declaration are made for the mutual and reciprocal benefit of each and every owner of fee simple title to any Lot and are intended to create mutual, benefit and reciprocal rights and obligations among the owners and occupants thereof.

2. Residential Use Restrictions.

1. Each of Lot shall be used for residential purposes only. No Lot may be subdivided, and only one single family dwelling, which must contain a minimum of 2,000 square feet of heated and cooled living space, may be constructed on each Lot. The Declarant reserves the right to approve all building plans to be used in construction of the dwelling on each Lot. Mobile homes and manufactured or prefabricated homes are strictly prohibited.
2. No residence, garage, barn, shed, greenhouse, pool or any other structure may be constructed within the 100 feet of the right of way or 50 feet from the other boundary lines of any Lot.
3. Each owner or occupant of a Lot shall be responsible for maintaining the Lot and improvements thereon, in a neat, clean, and sanitary condition. No trash, garbage, rubbish, or debris of any kind shall be dumped, placed, or permitted to accumulate upon any portion of a Lot. Same shall be stored in a sanitary container and properly disposed of at regular and frequent intervals.
4. No nuisance animals such as pigs or peacocks permitted. Dogs shall not be permitted to roam freely.
5. Except as described in subsection 2.f. below, no RV, mobile home, trailer, van, or other vehicle may be placed upon a Lot or at any time used as a residence, whether temporarily or permanently, nor shall any barn, outbuilding or structure of a temporary character be used as a place of residence. No commercial vehicle, nor any inoperable automobile, truck, tractor, or other type of vehicle, machinery, or equipment, shall be permitted to be stored or allowed to remain on any Lot, unless the same is placed, stored, and maintained within an enclosed garage or other structure. No owner or occupant shall repair or restore any vehicle, machinery, or equipment of any kind upon a Lot, except within enclosed garages or in the case of minor service work or emergency repairs and then only to the extent necessary to enable the immediate movement thereof. No semi, transfer or similar truck shall be parked, stored, or maintained on any Lot.
6. The owner of a Lot may, after commencement of construction of the single-family dwelling on the Lot, place a single RV or travel trailer on the Lot and inhabit the same during construction of the single-family dwelling. The RV or travel trailer must be removed from the Lot upon the earlier of the completion of construction of the single-family dwelling on the Lot or twelve (12) months. After the earlier of the completion of the single-family dwelling or twelve (12) months, the restrictions, and requirements of subsection 2.e. shall apply to the Lot.
7. Noxious or offensive activities shall not be carried on, in or from any Lot, and each owner, occupant, guest and invitee shall refrain from any act or use of a Lot which would cause disorderly, unsightly, or unkept conditions.

3. Shared Driveway. Lot Three (3) and Lot Four (4) shall maintain a shared driveway as shown and described on the Subdivision Plat.

4. Enforcement. The Declarant and any owner or occupant of a Lot shall have the right to enforce the terms hereof by giving written notice of any violation to the owner or occupant of a Lot that is not in compliance requesting that the violation be remedied. If said owner or occupant does not take prompt action to come into compliance with the terms hereof, the owner

4. Term. The covenants set forth herein shall run with title to each Lot and bind all owners, occupants, guest and invitees of the Lots and shall remain in effect for a period of twenty (20) years from the date on which this Declaration of Covenants in recorded in the Office of the Judge of Probate of Lee County, Alabama.

5. Severability. Every one of the covenants and restrictions set forth herein is hereby declared to be independent of, and severable from the rest of the covenants and restrictions. Invalidation by any court of any covenant or restriction in this instrument shall in no way affect any of the other covenant or restriction, which shall remain in full force and effect.

6. Captions and Headings. The captions and headings contained in this Declaration are for convenience of reference only and shall not be used in the construction or interpretation of any provisions of this Declaration.

7. Pronouns and Plurals. All personal pronouns used in this Declaration, whether used in the masculine, feminine, or neuter gender, shall include all other genders. The use of the singular tense shall include the plural and the use of the plural shall include the singular.

8. Binding Effects. The terms, covenants, conditions, and restrictions set forth in this Declaration shall run with land, binding all of the Lots, and shall inure to the benefit of all owners, occupants and their respective heirs, executors, personal representatives, administrators, successors, and assigns.

9. Amendment. So long as Declarant is the owner of any of the Lots, Declarant may amend this Declaration without the consent of the owner or mortgagee of any Lot.

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IN WITNESS WHEREOF, Declarant has caused this Declaration to be duly executed as of the day and year first above written.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF ALABAMA

COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_\_\_\_\_\_\_\_\_, whose name as \_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in his capacity as such \_\_\_\_\_\_\_\_\_\_\_ and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this the \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_.

SEAL \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

My commission expires:

Prepared by:

J. Alex Muncie III, Esq.

MUNCIE & MATTSON, P.C.

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