

STATE OF ALABAMA §
COUNTY OF BALDWIN §

STATE OF ALABAMA,
BALDWIN COUNTY
I certify that this instrument was filed on

DEC 2 1976 *SLM*

RESTRICTIVE COVENANTS FOR
LINN RIDGE SUBDIVISION, UNIT 2

And that no tax was collected. Recorded in
Book *26* Page *667*
By *667* Judge of Probate *02*

WHEREAS, ROBERT J. POTTER and BEVERLY J. POTTER, husband and wife, are the owners of certain lots, parcels of land and real property known as "LINN RIDGE SUBDIVISION, UNIT 2" and located in the County of Baldwin, State of Alabama, as more particularly shown by plat of LINN RIDGE SUBDIVISION, UNIT 2, recorded in:

Map Book 10, page 23, in the records in the office of the Judge of Probate, Baldwin County, Alabama.

WHEREAS, said Robert J. Potter and Beverly J. Potter, husband and wife, are desirous of subjecting said lots, parcels of land and real property, and any and all conveyances of the same, to the covenants, terms and conditions, restrictions and limitations hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, and for other good and valuable considerations, the receipt of which, in full, is hereby acknowledged, it is hereby agreed and declared that said property and each of said lots and parcels of land shall become subject to the following covenants, terms and conditions and restrictions effective the date hereof, that is to say:

1. All lots in the tract shall be known and described as residential lots and no lots shall be used except for residential purposes. No building or structure shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single-family dwelling, not to exceed two stories in height (except that an attic or a basement floor

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under the ground surface shall not be considered a story for this purpose) and a private garage or carport for not more than three automobiles, and other appropriate outbuildings incidental to residential use, except that the restrictions providing for a private garage or carport for not more than three automobiles shall not apply to Lots 1 and 2 of said Unit 2 of Linn Ridge Subdivision.

2. No building, structure or other improvements shall be erected, altered, placed or permitted to remain on any residential lot until:

(a) Two copies of the final building or construction plans, specifications and plot plans showing the location of each building, structure or other improvement have been submitted and approved by the Architectural Control Committee for Linn Ridge as to conformity and harmony of external design with the existing or planned structures in the subdivision of Linn Ridge and as to location of the building, structure or other improvement with respect to topography and finished ground elevation;

(b) Such Committee shall have indicated its approval by causing one copy of such building or construction plans, specifications, and plot plans showing the location of such building, structure or other improvement to be endorsed to such effect and signed by a majority of said Committee.

3. The said Architectural Control Committee referred to herein shall be composed of Robert J. Potter and Beverly J. Potter. In the event of death or resignation of any one or more members of said Committee, the remaining member or members, as the case may be, shall have the full authority to approve and disapprove any of the above mentioned plans, specifications, and/or plot plans and to have and exercise all authority herein

granted and given unto said Committee, including the power and authority to appoint a successor to fill the vacancy created by the death or resignation of any member of said Committee, said successor to be selected from the then owners of said lots in Linn Ridge Subdivision, Unit 2. None of the members of the said Committee shall be entitled to any compensation for services rendered pursuant hereto. The actions of the Committee shall be governed by a majority vote.

4. The ground floor area of the main building or structure, exclusive of one-story open porches, open carports and garages, shall contain not less than 1,350 square feet in the case of a one-story building or structure; or, not less than 1,120 square feet in the case of a story and one-half building or structure; or, not less than 1,120 square feet in the case of a two-story building or structure; in no case shall the main building or structure plus porches, carports and garages under roof contain less than 1,800 square feet; unless otherwise approved in writing by the Architectural Control Committee. For the purposes of this paragraph, a basement floor or other area beneath the ground surface and/or an attic shall not be included in computing the designated minimum square footage.

5. No building shall be located on any lot nearer the front lot line than the setbacks shown on the recorded plat of Linn Ridge Subdivision, Unit 2. No building shall be located on any lot which has less than thirty (30) feet of combined side yard to the side lot line and in no case shall any building be located nearer than ten (10) feet to a side lot line. No garage or other outbuilding shall be located between the residential structure and the front lot line.

6. No asbestos shingles nor concrete block shall be used on the exterior of any building or structure of any of said lots unless otherwise approved in writing by the Architectural Control Committee.

7. No trade or business activity nor noxious or dangerous activity of any kind whatsoever shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance, nuisance, health hazard or safety hazard to the neighborhood without the written consent of the Architectural Control Committee.

8. No trailer, tent, shack, garage or any other out-building on a lot shall at any time be used as a residence, temporary or permanent, or shall any structure of a temporary character be used as a residence.

9. No fence, wall or other dividing structure shall be erected or platted on any lot, Lots 1 and 2 excepted herefrom, between the residential structure and the front lot line unless otherwise approved in writing by the Architectural Control Committee. Lots 1 and 2 shall not be subject to the fence setback lines set out herein along the north property line of said lots.

10. No animals, livestock or poultry of any kind shall be raised, bred, harbored or kept on any lot except that the owner may keep no more than an aggregate total of two dogs or household cats, and no more than an aggregate total of two horses, provided that they are not kept for any commercial use or purpose, and provided further that they, or any of them, do not become an annoyance or nuisance to the neighborhood. Hunting dogs may not be kenneled on the property.

11. No lot shall be used or maintained as a dumping ground for rubbish. No junk automobiles shall be allowed to be kept on any lot. Trash, garbage and other waste materials shall not be kept on any lot except in sanitary containers. All incinerators, garbage cans and other equipment for the storage and disposal of such materials shall be kept in a clean, sanitary condition and shall not be kept or maintained so as to be visible from the streets of Linn Ridge Subdivision, Unit 2.

12. No sign or signboard of any kind shall be displayed

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to the public view on any lot other than signs of not more than five square feet each as may be used by a builder while a residential lot structure or other improvement is under construction on the lot or one of the same size if a house is being offered for sale.

13. No individual water supply system or individual sewage disposal system shall be permitted unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Baldwin County Board of Health.

14. No oil, drill, oil development operations, oil refining, quarrying or mining operations of any kind whatsoever shall be permitted upon any lot, nor shall oil wells, derricks, tanks, mineral excavations or shafts be erected or permitted to remain upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected or permitted to remain on any lot.

15. No lot shall be divided or re-subdivided or reduced in size without the express approval of the Architectural Control Committee, in writing. However, any purchaser of two or more adjacent lots may erect a residential building or structure in the middle (or thereabouts) of said lots so long as the covenants, terms, restrictions, conditions and limitations herein contained are otherwise complied with.

16. The covenants, terms and conditions, restrictions and limitations herein contained are to run with the land and shall be binding upon all parties and all persons claiming under them and shall inure to the benefit of, and shall be binding upon their, and each of their heirs, executors, administrators and assigns.

17. No lot shall be conveyed, devised, leased or demised at any time hereafter, except as being subject to the

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covenants, terms, conditions, restrictions and limitations herein contained; and the obligation to observe and perform the same; and whether or not it be so expressed in the deeds or other instruments or conveyances of property, the same shall be absolutely subject to the covenants, terms, conditions, restrictions and limitations herein contained which shall run with and be appurtenant to the land and every part thereof, as fully as if expressly contained and proper and obligatory covenants or conditions, in each and every contract and conveyance of, or concerning any part of the land or the improvements to be made thereon.

18. If the parties hereto, or any of them, or any of their heirs, executors, administrators or assigns, or any such future owner or owners of any lot or lots within Linn Ridge Subdivision, Unit 2, or any of their heirs, executors, administrators or assigns shall violate or attempt to violate any of the covenants, terms, conditions, restrictions and/or limitations herein contained, it shall be lawful for any person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate the same to prevent such person or persons from so doing, or to recover damages for such violations or attempted violations.

19. Invalidation of any one of these covenants, terms, conditions and/or limitations, or any part thereof, by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

20. Any one or all of the covenants, terms, conditions, restrictions and/or limitations hereinabove set forth may be annulled, amended or modified at any time by an instrument executed by the owners of not less than eighty per cent (80%) of the property in said Linn Ridge Subdivision, Unit 2, which said instrument shall be acknowledged by each of the persons

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signing the same and shall be filed and recorded in the office of the Judge of Probate of Baldwin County, Alabama; provided, however, that no annulment, amendment or modification shall place an additional burden or restriction on any lot in said Linn Ridge Subdivision, Unit 2, the owner of which does not join in said amending instrument.

IN WITNESS WHEREOF, we, the undersigned, have affixed our names and seals on this the 1st day of December, 1976.

Robert J. Potter (SEAL)
ROBERT J. POTTER

Beverly J. Potter (SEAL)
BEVERLY J. POTTER

STATE OF ALABAMA §

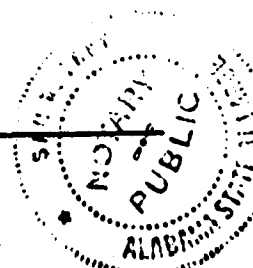
COUNTY OF BALDWIN §

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that ROBERT J. POTTER and BEVERLY J. POTTER, 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 within instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 1st day of December, 1976.

Sam W. Elby
NOTARY PUBLIC

Commission Expires May 26, 1980



This instrument prepared by:

Taylor, Benton & Irby
Attorneys at Law
305 North Section Street
Fairhope, Alabama 36532

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