

STATE OF ALABAMA)
COUNTY OF ST. CLAIR)

2001 6556
Recorded in the Above
DEED Book & Page
08-28-2001 03:46:50 PM
Wallace Wyatt Jr - Probate Judge
St. Clair County, Alabama

RESTRICTIVE COVENANTS
FOR
SHEFFIELD ESTATES

WHEREAS, the undersigned, MAC PROPERTIES, L.L.C., is the owner of all the hereinafter described real estate and is desirous of placing restrictions, which said restrictions shall become covenants running with the land, upon the following real estate, to-wit:

All lots of SHEFFIELD ESTATES as the same appear of record in Plat Book "2001", Page 32, Probate Office, St. Clair County, Alabama; said plat amended in Plat Book "2001", page 41, said probate office.

NOW THEREFORE, in consideration of the benefits to accrue to the owner and purchaser of property in said subdivision, the undersigned does hereby agree that said property shall be subject to the following covenants, terms, restrictions, easements, conditions and limitations.

RESIDENTIAL AREA COVENANTS

1. **Land Use and Building Type:** No lot shall be used except for residential purposes and no building shall be erected, altered, placed or permitted to remain on any lot other than a one family dwelling, not to exceed two and one-half stories in height, and a private garage for not more than three cars. No lot may be re-subdivided in any manner except that two or more lots may be used to accommodate one such dwelling, provided that no other dwelling shall be erected on the multiple lots so used as a unit. This shall not, however, prevent the construction of a detached garage, gazebo or outbuilding as long as these structures are constructed of the same material and quality as the main dwelling.

2. **Dwelling Quality and Size:** It is the intention and purpose of this covenant to assure that all dwellings, structures, and improvements of any type shall be constructed in a good and workman like manner. All buildings and building materials must be of such quality and workmanship as to be equal to, or surpass, the minimum standards of the Federal Housing Authority and/or Southern Standard Building Code in force at the time of construction. No dwelling shall be built upon any lot, which does not contain a minimum of 1,500 square feet in the ground floor area of the main structure, exclusive of open porches, garages and basement. A dwelling of more than one story may contain not less than 1,200 square feet in the ground floor area. Construction of any dwelling must be completed within one year from start of construction. No mobile homes or modular homes shall be allowed.

The exterior design of buildings must be in accordance with the following:

- A. Any dwelling must be built on crawl space or basement, no slab foundation allowed. No structure shall be constructed so that any concrete block is visible or exposed to public view. All exposed block must be covered with brick, rock or other masonry material.
- B. Vinyl siding may be used in comices, gables and dormers only.
- C. Exterior painting shall be of subdued tone and of a color consistent with the architecture.
- D. No aluminum windows allowed.
- E. The roof on all structures must have a minimum 6/12 pitch. No Gambrel or Mansard roofs permitted. Roofing material shall be of a color consistent with the architecture.

3. **Minimum Building Set Back:** No building, fence or above ground structure shall be located on any lot nearer than seventy five (75) feet of any front lot line or road. No building or above ground structure shall be located nearer than fifteen (15) feet of any side lot line.

4. **Driveways:** All driveways shall be of hard-surfaced (i.e. concrete, asphalt or crushed aggregate) and all driveway pipes shall be of concrete and must be a minimum of 15 inches in

diameter or as approved by the county engineer.

5. Temporary Structures: No camper, travel trailer, motor home, tent, garage, barn or other outbuilding erected upon any lot shall, at any time, be used as a temporary or permanent residence. No travel trailer or motor home may be parked on any lot until permanent residence is completed.

6. Animals: No animals, livestock, swine or poultry of any kind shall be raised, bred or kept on any lot except that horses, dogs, cats or other household pets may be kept, provided they are not bred or maintained for any commercial purposes. In no event shall more than two (2) horses per lot be permitted. No horses are permitted on any lot containing less than four (4) acres, except that two adjoining lots may be combined to achieve four (4) acre minimum. All barns, shelters and equipment storage structures must be kept and maintained on the rear half (1/2) portion of allowed lot. No animals may be kept on any lot until such time as the permanent residence is completed.

7. Fences: No chain link or wire fences shall be allowed in the front of any dwelling. No fence shall be constructed in excess of four (4) feet in height, except that fences immediately adjoining pool areas may not exceed six (6) feet in height.

8. Signs: No sign of any kind shall be displayed to the public view on any lot. Exception: A maximum of no more than two signs, surface area of no more than nine feet square each, may be used in advertising the property for sale or a builder may advertise the property during the construction and sales period.

9. Garbage and Refuse 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. Junk, garbage piles, inoperable vehicles or anything considered to be an eyesore or a detriment to the other tracts are not to accumulate on the property.

10. Tree Removal: For aesthetic reasons and exclusive of normal clearing for driveway and home site, all living hardwood trees of a 40 inch circumference or larger at a point (2) two feet above the ground, located within the 75 foot setback of front lot line, will not be removed.

11. Sewage Disposal: No individual septic-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the public health department of St. Clair County, Alabama. Approval of such system as installed shall be obtained from such authority.

12. Storage and Parking of personal items: All boats, motor homes, yard equipment, recreational vehicles, etc. must be garaged or situated to the rear of the home out of public view.

GENERAL PROVISIONS

14. 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 the date these covenants are recorded. The covenants shall automatically extend for twenty-five (25) additional years unless within six (6) months following the initial twenty-five (25) year term a majority of property owners shall execute an instrument in writing rescinding, amending or modifying such restrictions.

15. Enforcement of covenants. These restrictions shall be enforced through any proceedings, at law or in equity, against any person or persons violating or threatening to violate such restrictions and to recover any damages suffered from any violation of such restrictions, including but not limited to, the recovery of a reasonable attorney's fee such as shall be incurred in connection with enforcement of the restrictions.

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

17. Reserved right to waive or modify. The undersigned owner if it deems a modification to be in the best interest of the subdivision it shall be authorized to amend or modify the restrictions herein established as to such individual lots by filing an amendment to these restrictions in the Office of the Judge of Probate of St. Clair County, Alabama.

NOW THEREFORE, in consideration of the premises and for the purpose of carrying out

said restrictive intent, the above and foregoing restrictions and covenants are declared to exist upon the above described real estate for the term hereinabove fixed.

WITNESS our hands and seals this the 23rd day of August, 2001.

MAC PROPERTIES, L.L.C.

By: [Signature]

Mike Lassefer, Manager

By: [Signature]

Chad Jones, Manager

STATE OF ALABAMA
COUNTY OF

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Mike Lassefer and Chad Jones, whose names as managers, of Mac Properties, L.L.C., 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 said instrument they, as such managers, 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 of office this the 23 day of August, 2001.

[Signature]
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:
F. Michael Haney
Inzer, Haney, & McWhorter
P. O. Drawer 287
Gadsden, Alabama 35999
(205) 546-1656

2001 6558

Recorded in the Above

DEED Book & Page

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Wallace Wyatt Jr - Probate Judge

St. Clair County, Alabama

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Term/Cashier: N RECORD2 / SueP

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CER Certification Fee

1.00

PJF Special Index Fee

5.50

REC Recording Fee

9.00

Total Fees: \$ 15.50