

SADDLEBROOK

A WARR DEVELOPMENT

1779 291

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF SADDLEBROOK
SECTION ONE

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 30th day of August, 1993, by Warr & Warr, Inc., hereinafter referred to as the "Declarant."

WHEREAS, Declarant is the owner of:

36.05 acres located in Sections 33 and 34, Township 18 North, Range 30 East, Lee County, Alabama, and being more particularly described as follows:

Commence at the Northeast corner of said Section 33 and run thence South 85 degrees 40 minutes 40 seconds West a distance of 192.33 feet to an iron pin; thence South 50 degrees 13 minutes West a distance of 12.68 feet to an iron pin; thence South 85 degrees 29 minutes 20 seconds West a distance of 91.52 feet to an iron pin; thence South 85 degrees 40 minutes 40 seconds West a distance of 60.20 feet to the iron pin at the Point of Beginning. From said Point of Beginning run thence South 38 degrees 21 minutes 10 seconds East a distance of 511.97 feet to an iron pin; thence North 68 degrees 30 minutes 45 seconds East a distance of 546.54 feet to an iron pin; thence South 39 degrees 44 minutes 52 seconds East a distance of 443.54 feet to an iron pin; thence South 67 degrees 14 minutes 57 seconds West a distance of 502.63 feet to an iron pin; thence South 38 degrees 25 minutes 58 seconds East distance of 149.96 feet to an iron pin; thence South 38 degrees 06 minutes 55 seconds East a distance of 150.80 feet to an iron pin; thence South 38 degrees 33 minutes 04 seconds East a distance of 90.72 feet to an iron pin; thence South 87 degrees 17 minutes 32 seconds West a distance of 455.09 feet to an iron pin; thence South 87 degrees 20 minutes 22 seconds West a distance of 817.50 feet to an iron pin; thence North 38 degrees 24 minutes 02 seconds West a distance of 1330.92 feet to an iron pin; thence North 86 degrees 50 minutes 30 seconds East a distance of 1212.24 feet to the iron pin at the Point of Beginning.

According to a plat prepared by F. Wayne Allen, Alabama Registration No. 9534 dated August 19, 1993, and recorded in Plat Book 16, Page 77.

WHEREAS, Declarant intends to sell the above described property, restricting it in accordance with a common plan designed to preserve the value and residential qualities of the land, for the benefit of its future owners.

NOW, THEREFORE, Declarant declares that the real property shall be held, transferred, encumbered, used, sold, conveyed, leased, and occupied subject to the covenants and restrictions set forth below expressly and exclusively for the use and benefit of the property and of each and every person or entity who now or in the future owns any portion or portions of the real property.

Land Use and Building Type

1. All lots in this development shall be used for residential purposes only. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half (2-1/2) stories in height and a private garage for not more than three cars. Construction of the residential building is to be commenced within eighteen (18) months from the date of purchase of the lot. In addition to all other rights and remedies for breach of these covenants, in the event this restriction is not fully complied with, Declarant shall have the right, but not the obligation, to repurchase the lot as provided in the deed conveying said lot.

Dwellings, Quality and Size

2. The main floor area of each residential structure, exclusive of porches, garages, and storage areas shall not be less than 1700 square feet in the case of a one story structure and not less than 1000 square feet in the case of a one and one-half (1-1/2) or more story structure, using outside dimensions. It is the intention of this section to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these restrictions, conditions and covenants are recorded. Buildings and owners should include sufficient storage space in the principal building to eliminate the need for outdoor storage sheds. Outdoor sheds should match the outside decor of home to include roofing shingles.

All residential structures shall have a minimum seven inch on twelve inch roof pitch and all roofing will be of architectural shingles. Each residence shall also be constructed of at least 65% stone, brick, dryvit or masonry exterior. Wooden exterior is permissible provided that no 4 foot by 8 foot sheets of siding are used. Any variation from these restrictions must be approved by the Architectural Control Committee. The Architectural Control Committee has the right to disapprove of any exterior design or color.

Exposed, unpainted metal, including aluminum windows, storm doors and screen doors are not permitted. Window and door awnings that are constructed of metal or fiberglass are also prohibited. No window air conditioning units shall be permitted.

Fences

3. No fence shall be erected, placed, altered or allowed to remain on any lot nearer to any street than the rear corner of the house. Any fences located on said lot are to be made of brick, stone, wood, or chain link. Chain link fences are permitted for rear and side yards only. On corner lots chain link fences are not permitted on side yards facing the street. Wood fences are not recommended. Hedges, berms or other landscape alternatives are preferred. All chain link fences must be of the vinyl type or brown, green or black in color. On Lots 1A and 39B, where the side yards face Summerville Road and the front entrance, only black chain link shall be used for fencing of the side yards.

Mailboxes

4. All mailboxes will be bricked in or of the masonry type.

Walls

5. No wall shall be constructed or permitted to remain upon any lot if it is higher than six (6) feet or if its finished appearance is constructed of concrete block, concrete bricks, cinder block or a combination thereof unless otherwise approved by the Architectural Control Committee.

Building Location

6. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. No building shall be located nearer than 10 feet to an interior lot line, except that a three (3) foot side yard shall be required for a garage or other permitted accessory building located 20 feet or more from the main structure. No dwelling shall be located on an interior lot nearer than 40 feet to the rear lot line. For the purpose of this covenant, eaves, steps, patios and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

Nuisances

7. In order to preserve and maintain the beauty and integrity of the neighborhood, no noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. During construction and at all times thereafter, the lot shall be kept neat, free and clear of debris and trash. All builders are to provide standard construction on-site sanitary facilities for their workmen.

Livestock and Poultry

8. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that, subject to the preceding paragraphs, dogs, cats, or other animals commonly accepted as household pets may be kept, provided that such animals are not kept, bred, or maintained for commercial purposes. All animals should be fenced in.

Streets

9. All lots shall be sold with the provision that the city or county may at any time raise or lower the street surfaces and that such action on the part of the city or county shall in no wise be considered as a basis for a claim for damages to the abutting property.

Easements

10. Easements for installation and maintenance of utility and drainage facilities are reserved as shown on the recorded plat.

The easements hereby reserved are for the purposes of installing, maintaining and replacing public utilities and for open ditch storm water drainage. Developer reserves the right for himself, his agents, servants, employees, contractors and assigns to enter upon each parcel, from time to time, for the purpose of installing such utilities and/or excavating such ditches and for repairing, renewing and/or replacing the same.

Temporary Structures

11. No structure, including garages, fences, out buildings, driveways, storage sheds, tool sheds, green houses, etc. shall be erected or permitted to remain on any lot prior to the erection of a residence thereon.

Temporary Residence

12. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at anytime as a residence either temporarily or permanently.

Signs

13. No sign of any character or description, nor advertising matter of any kind shall be displayed or placed on any part of the property with the exception of "For Sale" or "For Rent" signs, applicable to the lot where located, and such signs must not exceed 2 feet by 3 feet in size. Signs used by a builder to advertise the property during the construction and sales period may be allowed.

Sight Distance at Intersections

14. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting them at points twenty-five (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 ten (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.

Clothes Drying Equipment

15. Clothes lines or drying yards shall not be permitted.

Vehicles

16. No motor vehicles shall be driven on pathways or unpaved streets, except such vehicles as are authorized by developer as needed to maintain, repair or improve the property. Overnight parking of all recreational vehicles and related equipment shall be in garages, screened enclosures approved by Architectural Control Committee, or stored in such a manner as not to be visible from any street.

No boat, boat trailer, house trailer, utility trailer, motor home or any similar items shall be stored in the open on any lot for a period of time in excess of twenty-four (24) hours.

Oil and Mining Operations

17. 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 any lot, nor derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot without the approval of the Architectural Control Committee.

Sewage Disposal

18. No individual sewage disposal system shall be permitted on any lot unless such system is designated, located and constructed in accordance with the requirements, standards and recommendations of Lee County Department of Public Health and/or the Alabama Department of Public Health. Approval of such systems as installed shall be obtained from such authority.

Underground Utilities

19. To the extent of the interest of the owner of a lot, the owner of a lot will not erect or grant to any person, firm or corporation the right, license or privilege to erect facilities, including poles and wires, for the transmission of electricity, telephone messages and the like above the surface of the ground on any lot and no external or outside antennas of any kind shall be maintained except on the rear portion of the lot.

Driveways

20. Driveways are to be constructed of concrete (no dirt driveways or crushed gravel will be allowed).

Garage/Carport

21. All residential structures require a minimum of a double garage with garage doors. All carports will be in the rear of the home.

Foundation

22. No exposed block or concrete foundations shall be allowed.

Exterior Maintenance

23. All lots subject to these restrictions and conditions, together with all additions or improvements located thereon, shall be maintained in a neat and attractive condition by and at the expense of their respective owners. Such maintenance shall include, but shall not be limited to, painting, staining, repairing, replacing and caring for roofs, gutters, downspouts, building surfaces, trees, shrubs, grass, walks, driveways, mailboxes, and other exterior improvements; provided, however, any such work shall be compatible in appearance and quality with the range of colors and materials then existing on other buildings in the neighborhood. The landscape shall be properly maintained by the homeowner who shall provide adequate watering. Vacant lots must be maintained free of unsightly weeds, trash, garbage, etc.

Outbuildings

24. All accessory buildings, utility sheds, or other constructed units not attached to the main dwelling must be approved by the Architectural Control Committee prior to their construction.

Electronic Receivers

25. All radio antennas, television antennas, satellite dishes, and other electronic receivers constructed on the property must be erected and installed in a manner that is properly screened from street view and does not create an offensive or distracting appearance to the property. All satellite dishes that are erected on any lot must be constructed with black mesh only.

Architectural Control

26. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Approval shall be as provided in 27 below.

Architectural Control Committee

27. (a) Membership. The Architectural Control Committee is composed of William S. Warr, Jr.

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 service 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 to it any of its powers and duties.

(b) Procedure. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

(c) The committee shall have the right to alter, amend or annul the restrictions imposed by these covenants. The committee shall have the right to grant exemptions and/or exceptions to these covenants. Such actions by the committee shall be done by majority vote of its members.

Construction Period

28. With respect to each Residential Parcel, construction of the residential building is to be commenced within eighteen (18) months from the date of purchase of the Parcel. In addition to all other rights and remedies for breach of these Restrictions, in the event this restriction is not fully complied with, Declarant shall have the right, but not the obligation, to repurchase the Parcel as provided in the Deed conveying said Parcel. Declarant reserves the right, in its sole discretion, to waive any portion of this section without the consent of the Architectural Committee.

Repurchase Option

29. In the event the Owner of a Parcel desires to convey an undeveloped Parcel prior to the expiration of five (5) years after the purchase from the Declarant, Declarant shall have and retains the option to purchase such undeveloped Parcel as provided in the Deed conveying said Parcel. Owner shall give Declarant written notice of Owner's desire to sell such Parcel and Declarant shall have sixty (60) days after receipt thereof to elect whether or not to exercise its right to purchase.

Approved Builders

30. Builders who are approved for the initial construction of residential dwellings are set forth below. Declarant reserves the right to add or delete approved builders and otherwise modify this list to include other persons or entities for construction purposes.

Amerson Construction Residential
Columbus Builders
Doug Harris, Inc.
Jernigan Builders
Kennon & Associates
Kittrell Construction
Mullin-Richards Engineering & Contracting
Royal Builders
Sartin General Contracting
Julia Talbot, a Custom Builder, Inc.
J. L. Thomason Construction

Term

31. 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 after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Enforcement

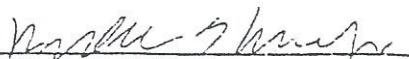
32. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

Severability

33. 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.

This 30th day of August, 1993.

WARR & WARR, INC.

By: 
WILLIAM S. WARR, JR.


(NO ATTESTATION REQUIRED)

STATE OF ALABAMA

COUNTY OF RUSSELL:

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that WILLIAM S. WARR, JR., whose name as President of Warr & Warr, Inc., a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this the 30th day of August, 1993.


Notary Public
My Commission Expires: 2/25/96

This instrument prepared by
Sydney S. Smith, an employee of
Smith & Smith, A Professional Corporation
1503 Broad Street
Phenix City, Alabama 36867
RE/93-008,RC

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF SADDLEBROOK, SECTION ONE

1971b

Pursuant to paragraph 27(c) entitled "Architectural Control Committee," said committee hereby amends the Declaration of Covenants, Conditions and Restrictions of Saddlebrook, Section One, dated August 30, 1993, and recorded in the Office of the Judge of Probate of Lee County, Alabama, on August 31, 1993, in Volume 1779 at Page 291 as follows:

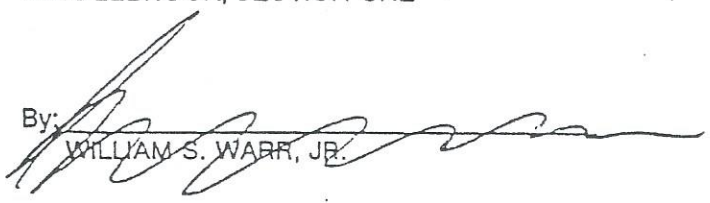
BOOK 1923 PAGE 234
FILED IN PROBATE OFFICE
LEE COUNTY, ALA.
FEB 16 1995
11:54

Paragraph 2 entitled "Dwellings, Quality and Size" is hereby amended by deleting the number 1700 square feet and inserting in lieu thereof 1800 square feet. The first sentence of amended paragraph 2 shall read:

- 2. The main floor area of each residential structure, exclusive of porches, garages, and storage areas shall not be less than 1800 square feet in the case of a one story structure and not less than 1000 square feet in the case of a one and one-half (1-1/2) or more story structure, using outside dimensions.

This 16 day of February, 1995.

ARCHITECTURAL CONTROL COMMITTEE OF
SADDLEBROOK, SECTION ONE

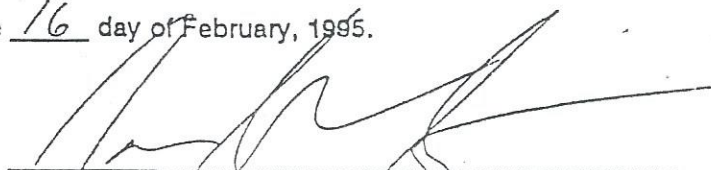
By: 
WILLIAM S. WARR, JR.

STATE OF ALABAMA

COUNTY OF RUSSELL:

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that WILLIAM S. WARR, JR., whose name as the sole member of the Architectural Control Committee of Saddlebrook, Section One, is signed to the foregoing Amendment, and who is known to me, acknowledged before me on this day, that being informed of the contents of the Amendment he, as such sole member and with full authority, executed the same voluntarily for and as the act of said committee.

Given under my hand and seal this the 16 day of February, 1995.


Notary Public
My Commission Expires: 11-02-98

This instrument prepared by
Sydney S. Smith, an employee of
Smith & Smith, A Professional Corporation
1503 Broad Street
Phenix City, Alabama 36867
REL/93-008.ARC

BOOK 1923 PAGE 234



Warr Development Company, Inc.

SADDLEBROOK INFORMATION

ASSOCIATION

The Saddlebrook Association is put in place to keep the subdivision residents organized and informed. The Association will elect from within the neighborhood the following offices:

President
Vice-President
Secretary
Treasurer

Association dues are \$10.00 monthly and are required by each home owner. The dues are used to pay the expenses of all public areas. Examples of these expenses are:

Maintaining Landscaping At Entrance (Sprinkler System)
Lighting Of Sign
Repairing Redwood Street Signs
Decorating Entrance At Christmas, Etc.
Neighborhood Events, Etc.

Participation in The Association increases the neighborhoods value.

BINDERS

Because of numerous requests to hold lots, we will gladly take the lot of your choice off the market for a \$1,000.00 non-refundable deposit.