

**MAGNOLIA TRACE SUBDIVISION RESTRICTONS**

**STATE OF ALABAMA**

Recording Fee 21.00  
TOTAL 21.00

**LAUDERDALE COUNTY**

**KNOW ALL MEN BY THESE PRESENTS**, That the undersigned, Donald G. Newton and Patricia G. Newton Developers, being the owners of Magnolia Trace Subdivision, being situated in Lauderdale County, Alabama, and recorded in Plat Book 7 Page 69 Probate Office of Lauderdale County, and

**WHEREAS**, the owners contemplates selling portions of said real estate, and before selling portions of said real estate, and before selling and conveying the same, desires to restrict the use of all of said parcels as described in said map so that all deeds and other instruments conveying or in any way alienating any of said parcels, shall be made subject to the following restrictions, covenants, and conditions, and accepted by each grantee:

1. **LAND USE AND BUILDING TYPE:** No building shall be located upon the above described subdivision except single detached family dwellings, with the usual small buildings customarily incidental to residential occupancy. These buildings shall be for the use of one family only and shall be for residential purposes only.
2. **SUBDIVISION OF PARCELS:** None of the parcels platted in the above referred to subdivision shall be subdivided, and not more than one dwelling, for the use of one family only, shall be erected on any one of the parcels as platted. Adjoining property owners may readjust sidelines between parcels, provided the readjustment does not decrease the area of any parcel more than 10%.
3. **BUILDING LOCATION:** Dwellings constructed on all parcels shall be so constructed as to face Magnolia Lane. No Garages or Carports shall be opened to face Magnolia Lane.

Each dwelling must be located no closer to the street to which it is facing than the 30 foot building set-back line and must be located so that it does not detract from the adjoining property with the further requirement that no part of the structure shall be closer than 10 feet to either side line of the property. Additionally, the front wall of each dwelling must be located no further from the street on which the dwelling faces than 100 feet, the front wall of the dwelling being defined as the portion of the dwelling wall nearest in distance to such street. No greenhouse, storage building, detached garage, or other satellite structure may be located closer to the front street than the rear of the main dwelling, nor within the utility easement at the rear of the parcel, nor closer than 10 feet to either sideline.

An owner of two adjoining parcels desiring to build one dwelling on said two parcels may elect to treat both parcels as one for the purpose of these restrictions.

21.00 Rec

**4. MINIMUM STRUCTURE AND SIZE:**

- A. One and one-half story houses must have a minimum finished living area of 1500 square feet on the first floor and 1000 square feet on the second floor.
- B. Two story houses must have a minimum finished living area of 1200 square feet on each floor.
- C. A single level house including split level houses must have a minimum finished living area of 2400 square feet.

In all three cases, these areas shall be exclusive of attached garages, carports, basements, attics, terraces, enclosed porches, breezeways or other similar areas. No structure higher than two stories and a basement shall be erected.

- 5. **DWELLING QUALITY:** Only residences of good conforming architectural design and suitable materials shall be erected on the above referred to subdivision. Construction must substantially comply with the latest code of the National Bureau of Fire Underwriter's, National Plumbing Code, and the National Electrical Code. Construction that does not conform in character and comparative quality with the rest of the subdivision will not be allowed. The exterior walls shall be brick veneer. Exposed concrete block foundations will not be permitted.
- 6. **ARCHITECTURAL CONTROL COMMITTEE:** In order that compliance may be had with the foregoing and to maintain an attractive harmonious appearance of the subdivision, the prospective builder will submit to the approving authority a home blueprint consisting of outside elevations, floor plans, and outline specifications. In conjunction with the submittal of the above home blueprint to the Architectural Control Committee, the prospective builder shall provide a site plan depicting the structure in relation to the lot dimensions. The site plan can be a sketch, in nature, but must be dimensionally correct so as to define the structure and lot relationships including the driveway(s). No construction shall begin until the approving authority approves, in writing, the home blueprint and site plan for the dwelling. The same will be required for any alterations, addition or other type construction not covered by the original approval. Until such time as all parcels have been sold, the Architectural Control Committee shall be composed of three individuals, so designated by Donald G. Newton and Patricia G. Newton Developers, their representative, assigns, or their agents, the act of any two to constitute the act of all. Subsequently, the Architectural Control Committee shall be the representatives of all the property owners, which representative shall consist of a committee of five duly appointed by owners, of a majority of the lots in the subdivision, the act of any three so duly appointed to constitute the act of all. In each case, the approving authority can allow minor deviations to any part of these restrictions, providing the intent of



these restrictions is maintained, and the deviations are approved in writing by the Architectural Control Committee. The Architectural Control Committee shall retain the submitted copies for their file.

7. **RESTRICTIONS CHANGES:** Any of the restrictions imposed by this instrument may at any time be altered, omitted, amended or changed by a recorded instrument in writing agreed to and signed by the owner, or owners, of record, of 75% of the parcels in said subdivision.
8. **BUSINESS:** No business or trade of any kind shall be carried on or permitted upon any portion of the above described subdivision.
9. **TEMPORARY DWELLINGS:** No mobile home, garage, or other outbuilding erected or located upon said above described subdivision shall be used as a residence at any time, temporary or permanent, nor shall any residential dwelling or building of temporary character be permitted. No mobile home shall be allowed on the premises.
10. Accessory buildings, including but not limited to detached garages, outbuilding, storage buildings and barns must be designed and constructed in keeping with the main building. Storage buildings and the like must be located at rear of parcel.
11. Said property shall not be used or maintained as a dumping ground for rubbish, junk, or trash, and all garbage and other waste shall be kept in sanitary containers.
12. **VEHICLE STORAGE:** No boat, boat trailer, trailer, motor home, recreational vehicles, truck larger than one ton, bus, disabled car, or any similar items shall be stored in the open on any parcel for a period of time in excess of 48 hours. These items are permitted on rear portion of parcel, if screened from street view.
13. No satellite antenna, dish or any type of radio or television receiving equipment may be erected on any of the above described lots closer to a street adjoining said lot than from a point in line with the rear of the house. However, a satellite antenna or disc not exceeding 18 inches in diameter may be placed anywhere on the house roof.
14. Fences shall only be allowed from a point in line with the rear of the house to the rear of the lot. Fences must be approved by the Architectural Control Committee as to material, design, color, height, and location.
15. **WATER AND SEWAGE SYSTEMS:** City of Rogersville water and sewer system shall be used on each lot of the Magnolia Trace Subdivision.
16. No noxious or offensive activity shall be carried on said property, nor shall anything be done thereon which may be or may become an annoyance or a

nuisance to the neighborhood, or a health hazard in accordance with the interpretation of the Lauderdale County Health Department.

17. Clotheslines. No clothing or other household fabrics shall be hung unless the same in is not visible from any adjoining property.
18. No sign of any kind shall be displayed to view except one professional sign not to exceed 12 square feet advertising the property for sale or rent.
19. No tanks, pipes, or receptacles shall be exposed above ground for the storage of fuel, water or any other substance.
20. No livestock, or poultry shall be kept. Dogs and cats must be kept inside the residence or fence.
21. **CONSTRUCTION PERIOD:** The construction of any residence shall be completed within one year from the beginning of construction thereof, the intent hereof being that no incompleated or partially completed residence shall be allowed to stand for more than one year in its incompleated or partially completed state.
22. **EASEMENTS:** Public utility easements and drainage easements are as shown on the recorded plat of the subdivision. Owners are cautioned that city vehicles must be capable of traversing the easement to maintain utilities and drainage. Trees, shrubs, etc., should be planted in such manner that vehicles will not damage them.
23. **DRIVEWAYS:** All driveways must be constructed of concrete. The minimum driveway width in the main body shall be 11 feet, and shall flare to no less than 17 feet at the curb.
24. **BUILDING REPLACEMENT:** These restrictions shall apply to any building originally constructed on the parcels within the subdivision, any building or structure moved onto the parcels, or to any replacement of any building or structure, or any addition thereto. If any building should be torn down or destroyed for any reason whatsoever, the building to be erected in its place shall likewise comply with all the provisions of these restrictions.

In the event of total destruction or of a partial loss or damage, the owner shall promptly clean up, repair, or replace the damaged structure in a manner consistent with the original construction or other plan approved by the Architectural Control Committee. Repair or reconstruction must be completed within six months of the date of the occurrence of the damage or destruction.



25. **COURT ACTION:** The invalidation of any one or more of the covenants herein contained by decree or judgment of any Court shall in nowise affect the provisions remaining, each provision hereof being separate and severable, said remaining provisions to remain in full force and effect during the term.

26. **VIOLATIONS:** If any party subject to the restrictions and covenants herein contained, his heirs or assigns, shall violate, or attempt to violate, any of the restrictions and covenants above enumerated, any other person, or persons owning a lot in the said above subdivision, or any interest therein, may prosecute any proceeding at law, or in equity, against the person, or persons so violating, or attempting to violate, any restriction or covenant herein contained, and shall be entitled to injunctive relief to enjoin such violation, or attempted violation, and may further recover such damages as may have been sustained thereby.

27. **COVENANTS:** The covenants and restrictions herein above enumerated shall be covenants running with the land.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 29<sup>th</sup> day of June, 2004.

 (SEAL)  
Donald G. Newton Owner

 (SEAL)  
Patricia G. Newton Owner

STATE OF ALABAMA,

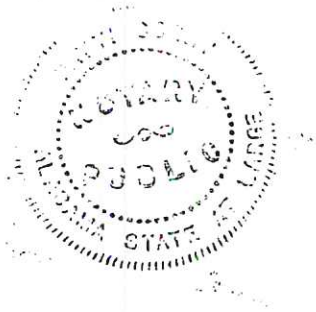
COUNTY OF LAUDERDALE.

I, the Undersigned, a Notary Public in and for said County and State, hereby certify that Donald G. Newton, and Patricia G. Newton, whose names are signed to the foregoing Restrictions, and who are known to me, acknowledged before me on this day, that being informed of the contents of the Restrictions, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 29<sup>th</sup> day of June 2004.

MY COMMISSION EXPIRES  
AUGUST 28, 2004.

  
NOTARY PUBLIC



**MAGNOLIA TRACE SUBDIVISION RESTRICTIONS**

**STATE OF ALABAMA**

Recording Fee 23.00  
TOTAL 23.00

**LAUDERDALE COUNTY**

**KNOW ALL MEN BY THESE PRESENTS**, That the undersigned, Tommy L. Swan and Andy H. Eady Developers, being the owners of Magnolia Trace Subdivision, being situated in Lauderdale County, Alabama, and recorded in Plat Book 7 Page 69 Probate Office of Lauderdale County, and

**WHEREAS**, the owners contemplates selling portions of said real estate, and before selling portions of said real estate, and before selling and conveying the same, desires to restrict the use of all of said parcels as described in said map so that all deeds and other instruments conveying or in any way alienating any of said parcels, shall be made subject to the following restrictions, covenants, and conditions, and accepted by each grantee:

1. **LAND USE AND BUILDING TYPE:** No building shall be located upon the above described subdivision except single detached family dwellings, with the usual small buildings customarily incidental to residential occupancy. These buildings shall be for the use of one family only and shall be for residential purposes only.
2. **SUBDIVISION OF PARCELS:** None of the parcels platted in the above referred to subdivision shall be subdivided, and not more than one dwelling, for the use of one family only, shall be erected on any one of the parcels as platted. Adjoining property owners may readjust sidelines between parcels, provided the readjustment does not decrease the area of any parcel more than 10%.
3. **BUILDING LOCATION:** Dwellings constructed on all parcels shall be so constructed as to face Magnolia Lane. No Garages or Carports shall be opened to face Magnolia Lane.

Each dwelling must be located no closer to the street to which it is facing than the 30 foot building set-back line and must be located so that it does not detract from the adjoining property with the further requirement that no part of the structure shall be closer than 10 feet to either side line of the property. Additionally, the front wall of each dwelling must be located no further from the street on which the dwelling faces than 100 feet, the front wall of the dwelling being defined as the portion of the dwelling wall nearest in distance to such street. No greenhouse, storage building, detached garage, or other satellite structure may be located closer to the front street than the rear of the main dwelling, nor within the utility easement at the rear of the parcel, nor closer than 10 feet to either sideline.

An owner of two adjoining parcels desiring to build one dwelling on said two parcels may elect to treat both parcels as one for the purpose of these restrictions.

23.00



**4. MINIMUM STRUCTURE AND SIZE:**

- A. One and one-half story houses must have a minimum finished living area of 1200 square feet on the first floor and 800 square feet on the second floor.
- B. Two story houses must have a minimum finished living area of 1000 square feet on each floor.
- C. A single level house including split level houses must have a minimum finished living area of 2000 square feet.

In all three cases, these areas shall be exclusive of attached garages, carports, basements, attics, terraces, enclosed porches, breezeways or other similar areas. No structure higher than two stories and a basement shall be erected.

- 5. **DWELLING QUALITY:** Only residences of good conforming architectural design and suitable materials shall be erected on the above referred to subdivision. Construction must substantially comply with the latest code of the National Bureau of Fire Underwriter's, National Plumbing Code, and the National Electrical Code. Construction that does not conform in character and comparative quality with the rest of the subdivision will not be allowed. The exterior walls shall be brick veneer. Exposed concrete block foundations will not be permitted.
- 6. **ARCHITECTURAL CONTROL COMMITTEE:** In order that compliance may be had with the foregoing and to maintain an attractive harmonious appearance of the subdivision, the prospective builder will submit to the approving authority a home blueprint consisting of outside elevations, floor plans, and outline specifications. In conjunction with the submittal of the above home blueprint to the Architectural Control Committee, the prospective builder shall provide a site plan depicting the structure in relation to the lot dimensions. The site plan can be a sketch, in nature, but must be dimensionally correct so as to define the structure and lot relationships including the driveway(s). No construction shall begin until the approving authority approves, in writing, the home blueprint and site plan for the dwelling. The same will be required for any alterations, addition or other type construction not covered by the original approval. Until such time as all parcels have been sold, the Architectural Control Committee shall be composed of three individuals, so designated by Tommy L. Swan and Andy H. Eady Developers, their representative, assigns, or their agents, the act of any two to constitute the act of all. Subsequently, the Architectural Control Committee shall be the representatives of all the property owners, which representative shall consist of a committee of five duly appointed by owners, of a majority of the lots in the subdivision, the act of any three so duly appointed to constitute the act of all. In each case, the approving authority can allow minor deviations to any part of these restrictions, providing the intent of these

restrictions is maintained, and the deviations are approved in writing by the Architectural Control Committee. The Architectural Control Committee shall retain the submitted copies for their file.

7. **RESTRICTIONS CHANGES:** Any of the restrictions imposed by this instrument may at any time be altered, omitted, amended or changed by a recorded instrument in writing agreed to and signed by the owner, or owners, of record, of 75% of the parcels in said subdivision.
8. **BUSINESS:** No business or trade of any kind shall be carried on or permitted upon any portion of the above described subdivision.
9. **TEMPORARY DWELLINGS:** No mobile home, garage, or other outbuilding erected or located upon said above described subdivision shall be used as a residence at any time, temporary or permanent, nor shall any residential dwelling or building of temporary character be permitted. No mobile home shall be allowed on the premises.
10. Accessory buildings, including but not limited to detached garages, outbuilding, storage buildings and barns must be designed and constructed in keeping with the main building. Storage buildings and the like must be located at rear of parcel.
11. Said property shall not be used or maintained as a dumping ground for rubbish, junk, or trash, and all garbage and other waste shall be kept in sanitary containers.
12. **VEHICLE STORAGE:** No boat, boat trailer, trailer, motor home, recreational vehicles, truck larger than one ton, bus, disabled car, or any similar items shall be stored in the open on any parcel for a period of time in excess of 48 hours. These items are permitted on rear portion of parcel, if screened from street view.
13. No satellite antenna, dish or any type of radio or television receiving equipment may be erected on any of the above described lots closer to a street adjoining said lot than from a point in line with the rear of the house. However, a satellite antenna or disc not exceeding 18 inches in diameter may be placed anywhere on the house roof.
14. Fences shall only be allowed from a point in line with the rear of the house to the rear of the lot. Fences must be approved by the Architectural Control Committee as to material, design, color, height, and location.
15. **WATER AND SEWAGE SYSTEMS:** City of Rogersville water and sewer system shall be used on each lot of the Magnolia Trace Subdivision.
16. No noxious or offensive activity shall be carried on said property, nor shall anything be done thereon which may be or may become an annoyance or a



nuisance to the neighborhood, or a health hazard in accordance with the interpretation of the Lauderdale County Health Department.

17. Clotheslines. No clothing or other household fabrics shall be hung unless the same in is not visible from any adjoining property.
18. No sign of any kind shall be displayed to view except one professional sign not to exceed 12 square feet advertising the property for sale or rent.
19. No tanks, pipes, or receptacles shall be exposed above ground for the storage of fuel, water or any other substance.
20. No livestock, or poultry shall be kept. Dogs and cats must be kept inside the residence or fence.
21. **CONSTRUCTION PERIOD:** The construction of any residence shall be completed within one year from the beginning of construction thereof, the intent hereof being that no incompleated or partially completed residence shall be allowed to stand for more than one year in its incompleated or partially completed state.
22. **EASEMENTS:** Public utility easements and drainage easements are as shown on the recorded plat of the subdivision. Owners are cautioned that city vehicles must be capable of traversing the easement to maintain utilities and drainage. Trees, shrubs, etc., should be planted in such manner that vehicles will not damage them.
23. **DRIVEWAYS:** All driveways must be constructed of concrete. The minimum driveway width in the main body shall be 12 feet, and shall flare to no less than 20 feet at the curb.
24. **BUILDING REPLACEMENT:** These restrictions shall apply to any building originally constructed on the parcels within the subdivision, any building or structure moved onto the parcels, or to any replacement of any building or structure, or any addition thereto. If any building should be torn down or destroyed for any reason whatsoever, the building to be erected in its place shall likewise comply with all the provisions of these restrictions.

In the event of total destruction or of a partial loss or damage, the owner shall promptly clean up, repair, or replace the damaged structure in a manner consistent with the original construction or other plan approved by the Architectural Control Committee. Repair or reconstruction must be completed within six months of the date of the occurrence of the damage or destruction.

25. **COURT ACTION:** The invalidation of any one or more of the covenants herein contained by decree or judgment of any Court shall in nowise affect the provisions remaining, each provision hereof being separate and severable, said remaining provisions to remain in full force and effect during the term.

26. **VIOLATIONS:** If any party subject to the restrictions and covenants herein contained, his heirs or assigns, shall violate, or attempt to violate, any of the restrictions and covenants above enumerated, any other person, or persons owning a lot in the said above subdivision, or any interest therein, may prosecute any proceeding at law, or in equity, against the person, or persons so violating, or attempting to violate, any restriction or covenant herein contained, and shall be entitled to injunctive relief to enjoin such violation, or attempted violation, and may further recover such damages as may have been sustained thereby.

27. **COVENANTS:** The covenants and restrictions herein above enumerated shall be covenants running with the land.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 12<sup>th</sup> day of Feb, 2007.

Tommy L. Swan (SEAL)  
Tommy L. Swan Owner

Andy H. Eady (SEAL)  
Andy H. Eady Owner

STATE OF ALABAMA,

COUNTY OF LAUDERDALE.

I, the Undersigned, a Notary Public in and for said County and State, hereby certify that Tommy L. Swan, and Andy H. Eady, whose names are signed to the foregoing Restrictions, and who are known to me, acknowledged before me on this day, that being informed of the contents of the Restrictions, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 12<sup>th</sup> day of Feb 2007.

Cathy Hammond  
NOTARY PUBLIC

MY COMMISSION EXPIRES 12-4-08

