

CONFEDERATE HILLS ESTATES

BK. 969
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RESTRICTIVE COVENANTS

1. These restrictions shall be effective for a period of twenty years and for successive periods of ten years each, thereafter, unless one year prior to the expiration of the original twenty year term hereof, or any successive extension periods, thereafter, a majority of owners of lots in the said subdivision shall by written declaration signed and acknowledged by them and recorded in the deed records in the Office of the Probate Court of Tuscaloosa County, Alabama, indicate their desire that said covenants be terminated or changed; and, such action when taken shall thereafter be binding upon all the owners of the said properties, and their heirs, devisees, successors, and assigns.

2. All lots, with no exception, in these subdivisions shall be known and described as residential lots, and no structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one single dwelling, garage and servants' quarters excepted; further, mobile homes and house trailers are prohibited, and the same are hereby expressly excluded from the term single family dwelling.

3. No outbuildings, garage, shed, tent, trailer, or temporary building of any kind shall be erected, constructed, permitted, or maintained prior to commencement of the erection of a residence, as is permitted hereby, and no outbuildings, garage, shed, tent, trailer, basement, or temporary building shall be used for permanent or temporary residence purposes; provided, however, that this paragraph shall not be deemed or construed to prevent the use of a temporary construction shed during the period of actual construction of any structure on such property.

4. When any improvements are so erected on any property covered by these covenants, the owner at the same time shall construct a sanitary septic tank of approved character and provide sewage for same, all of such quality and standards as meets the requirements of any and all governmental agencies having jurisdiction over the matter at the time of the construction thereof; provided, however, the above designated sewage provision shall not be applicable if a public sewer system shall become available to the property owners, it shall be mandatory upon the property owners to attach thereto and take advantage thereof.

5. All structures constructed upon the subject property shall be such as to comply with zoning ordinances or regulations of Tuscaloosa County or any other governmental entity applicable to the subject property at the date of the construction thereof.

6. The dwelling house and all other structures erected on any lot or parcel of land covered by these covenants shall be constructed of material of equal quality as used in FHA and VA construction thereof when the construction of any building is once begun, work thereon must be pursued diligently and must be completed within a reasonable time. No building shall be occupied during construction.

7. No building shall be located on any residential plot nearer than thirty-five (35) feet to the front line. No building shall be located nearer than fifteen (15) feet from any side lot line. No dwelling or improvements located on any corner lot shall be constructed or located so as to be nearer than twenty (20) feet to the street along the side lot line. Any detached garages or out buildings shall be located completely to the rear of the main dwelling.

8. All dwellings shall contain no less than 1,500 square feet of enclosed living area; garages, porches and breezeways excepted. All other dwellings in subdivision shall contain no less than 1,500 square feet of living area; garages, porches and breezeways excepted. Basement area garages shall not be included to obtain a minimum square footage.

9. No noxious or offensive trade or activity or structure to accommodate such shall be allowed on any lot or plot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. The expressed intent of this provision being to limit the use of the dwellings in these subdivisions to residential use only.

10. No cattle, chickens, hogs, or other livestock except horses shall be maintained upon the subject property. No more than two (2) horses shall be maintained on said property. No dogs shall be maintained upon the subject property in a fashion as to be allowed to become a nuisance or hazard to the neighborhood or adjacent property owners. No wrecked, or non-usable automobile, motorcycle, motor vehicle, or junk shall be maintained upon the subject property. No lots shall be used as a dumping ground. Trash and other garbage shall be disposed of in such a manner to keep properties clean and in sanitary condition.

11. Easements for the installation and maintenance of utilities, sewage and drainage facilities are reserved as shown on the recorded plat of the said subdivision. Such further additional easements are reserved for said purposes within the street and rights of way as shown on the recorded plat as are necessary to provide adequate and reasonable utilities, sewerage and drainage facilities to the subject property.

12. If the parties hereto or their successors in title, or any of them, and their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any of the real property covered by the provision to prosecute any available proceeding in law or in equity the said person or persons so violating or attempting to violate these covenants.

13. No signs, billboards, or advertising devices of any kind, except those used in any subsequent sale of the property, shall be placed or otherwise erected or installed on any lot or building.

14. Invalidation of any one or more of these covenants by court order or otherwise shall in no way affect any of the other provisions, all of which shall remain in full force and effect.

15. All of the covenants, restrictions, reservations and servitudes set forth herein shall run with the land and grantee, by accepting the deed to such premises, accepts the same subject to such covenants, restrictions, reservations, and servitudes and agrees for himself, his heirs and assigns to be bound by each of such covenants, restrictions, reservations, and servitudes jointly, separately, and severally. It shall be lawful not only for grantor, his heirs and assigns, but also for the owner or owners of any lot or lots adjoining or in the neighborhood of the premises hereby granted, to institute and prosecute any proceedings at law in equity against the person or persons violating or threatening to violate the same.

SOURCE OF TITLE: DEED BOOK 937, PAGE 254

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