

STATE OF ALABAMA:

490660

COUNTY OF MOBILE:

RESTRICTIVE COVENANTS
CARRIAGE HILLS, UNIT EIGHT

RECORD FEE
STATE OF ALA. MOBILE CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON
APR 4 1 06 PM '11
9.50
JUDGE OF PROBATE

WHEREAS, CARRIAGE HILLS DEVELOPMENT CO., INC. has recorded a plat of a subdivision known as CARRIAGE HILLS, UNIT 8, said plat being recorded in Map Book 27, page 81 of the Probate Court records, Mobile County, Alabama, and

WHEREAS, Carriage Hills Development Co., Inc. is desirous of executing and maintaining restrictive covenants covering all of said lots in Carriage Hills, Unit 8.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that said Carriage Hills Development Co., Inc. does hereby agree with all the purchasers and future owners of the lots located in said Carriage Hills, Unit 8 that the following protective and restrictive covenants regarding the use of said property shall apply to said subdivision, viz;

1. Land Use And Building Type - All lots in said subdivision shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family dwelling not to exceed 2 1/2 stories in height and a private garage for not more than three cars.

2. Building Location - No building shall be located on any lot nearer than thirty (30) feet to the front lot line. No building shall be located nearer than eight (8) feet to an interior lot line; however, the sum of the two side yards shall equal 20 feet. No dwelling shall be located on any lot line nearer than eight (8) feet to the rear lot line. For the purpose of this covenant, eaves, steps or porches shall not be considered as 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.

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3. Type and Size of Building - No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling, which shall not be more than two and one-half stories in height and shall have habitable area, exclusive of basements, open porches and garages of at least 1600 square feet if it be one story in height, and at least 1800 square feet, with at least 1100 square feet on the ground floor if it be more than one story in height; provided, however, that a detached garage, or other out building may be erected or permitted to remain upon any lot if the written approval of the Developer is obtained.

4. Lot Area - No residential structure shall be erected or placed on any lot, which lot has an area of, or a width of, less than that shown on the original lots as platted and laid out on the recorded map of said subdivision, unless a particular exception is obtained from the Architectural Committee, as described in Paragraph 18 of these covenants.

5. Nuisances - No noxious or offensive trade or activity shall be carried on or maintained on any lot in said subdivision, nor shall anything be done thereon which may be or become or annoyance, or a nuisance to the neighborhood.

6. Swimming Pools - No swimming pool shall be constructed placed, altered or maintained upon any lot without the prior written approval of the Developer of the type, design and location thereof. Any such swimming pool must also be constructed, equipped and maintained in accordance with the regulations, standards and recommendations of the appropriate city, county and state authorities.

7. Temporary Structures - No trailer, mobile home, basement, tent, shack, garage, garage apartment, barn or other outbuilding shall at any time ever be used as a residence, temporarily or permanently, nor shall any structure of a temporary character ever be used as a residence. Not more than one travel trailer, or other recreational vehicle may be stored or kept on any lot in this sub-

division unless prior written consent is obtained from the Architectural Control Committee. In no instance may such trailer or vehicle be kept on the streets but shall be stored in the rear yard of such lot.

In this regard, the developer is hereby permitted from time to time to place a mobile home or sales office on a lot in this Unit 8 in an effort to help promote the sales of lots, and the safety and welfare of the homebuyers as a whole.

8. Garbage and Refuse Disposal - No lot shall be used or maintained as a dumpingground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

9. Animals and Poultry - No animals, livestock, or poultry of any kind, shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. In no event shall more than two household pets be kept on any lot at any one time.

10. Signs - No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

11. Oil Drilling - 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, minerals excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or gas shall be erected, maintained or permitted upon any lot.

12. Fences - No fence, wall, or hedge in excess of two feet in height shall be permitted along the street frontage of any lot and in the area between the front property line and the rear of any home unless a particular exception due to desirable architectural treatment is obtained from the Architectural Committee. In no event will a metal chain link or similar type utility fence be permitted in the area between the rear of a dwelling and a street. Under no circumstances will a fence in excess of 8 feet in height be permitted.

13. Easements - An easement is reserved over and across said lots in said subdivision for the purpose of installing, repairing, and maintaining or conveying to proper parties so they might install, repair and maintain electric power for the lots in said subdivision, and all contracts and conveyances covering any of said lots are hereby made subject to this easement. All the easements shown on the recorded plat of said subdivision are hereby adopted as part of these restrictions.

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

15. Enforcement - Shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to remove damages.

16. Amendments - Any or all of the restrictions herein may be annulled, amended or modified at any time by an instrument executed by the record owners at least 51% of the lots in said subdivision, provided, however, that no amendment shall place an additional burden or restriction on lots in said subdivision which

bind any lot, the owner of which does not join in said amendment, and provided further that the Developer, its successors and assigns must approve such amendments, modifications, or annulments so long as such Developer shall own any lots in said subdivision and any adjacent lands under its control.

17. Severability - Invalidation of any of these covenants by judgement or court decree shall in no way affect any of the other provisions which shall remain in full force and effect.

18. Architectural Control Committee and Procedure - No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee relating to such lot as to quality of workmanship and materials, harmony of exterior design with existing structures and as to location with respect to topography and finish grade.

The Architectural Control Committee, as to all of the lots shown on the plat designated as Carriage Hills, Unit 8 shall be composed of J. H. Chaillot, William M. Lyon and R. F. Diehl. A majority of the committee may designate a representative to act for the committee. In the event of death or resignation of any member of the committee, the remaining members thereof 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. Should the Developer fail to approve or disapprove such plans and specifications within 30 days after submission, such approval will not be required, but such lot shall be and remain in all other respects subject to these restrictions. If such plans and specifications are disapproved, written notice of such disapproval shall be given to the submitting lot owner at the address furnished by him with the plans and specifications.

The Developer may, at any time and from time to time, delegate or assign to any other person, entity, or committee, in whole or in

part, the right and authority granted by this section or by any other section of the restrictive covenants granting a discretionary right or authority to the Developer. In all events the decision of the Architectural Control Committee shall be final.

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 plans and specifications have been submitted or in any event, if no suit to enjoin the construction, approval will not be required and the related covenants shall be deemed to have been fully complied with or not applicable.

IN WITNESS WHEREOF, the said Carriage Hills Development Co., Inc., qualified to do business in the State of Alabama, has caused this instrument to be executed on its behalf by R. F. Diehl, its President, attested by J. H. Chaillot, its Secretary, and its corporate seal to be hereunto affixed, all as duly authorized on this the 30th day of March, 1977

CARRIAGE HILLS DEVELOPMENT CO., INC.

By: [Signature]
Its President

ATTEST: [Signature]
Its Secretary

STATE OF ALABAMA:
COUNTY OF MOBILE:

I, the undersigned authority, a Notary Public in and for said state and county, hereby certify that R. F. Diehl, whose name as President of Carriage Hills Development Co., Inc. 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, on the day the same bears date.

Given under my hand and official seal this the 30th day of March 1977.

[Signature]
Notary Public, Mobile County, Alabama
At Large

THIS INSTRUMENT PREPARED BY
Jim Chaillot
Carriage Hills Development Company
P.O. Box 16124
Mobile, Alabama 36616