

PROTECTIVE COVENANTS

Map Book 4,
Page 163.

PROTECTIVE COVENANTS RECORDED
ON THE PLAT OF BELVIEW HEIGHTS
SUBDIVISION-PLAT TWO.

Filed March 22, 1967.

1. If the Owner (s) of any lot or parcel in said subdivision, or their successors, heirs or assigns, shall violate or attempt to violate any of the covenants herein set out, it shall be lawful for any other person or persons owning any lots or parcels in said subdivision to prosecute any proceedings at law or in equity against persons violating or attempting to violate such covenants, either to prevent him or them from committing any violation or to recover damages or other dues from such violation. No failure or neglect on the part of any owner of any lot or parcel of land in said subdivision to demand or insist upon the observance of any covenant or provision contained herein or to proceed for the restraint of violation thereof shall be deemed a waiver of such violation or operate as an estoppel to restrain a continuance thereof; but any covenant herein may be enforced at any time, notwithstanding violations thereof may have been suffered and permitted theretofore; and, no waiver of any covenant herein in any particular shall be deemed a waiver of any default hereunder whether of the same or of a different nature.
2. Invalidation of any one or more of the covenants herein by judgment or court order shall in no wise affect any of the other covenants herein, all of which shall no wise affect any of the other covenants herein, all of which shall remain in full force and effect.
3. All lots in said subdivision shall be used solely for private residential purposes only, and no commerce of any nature whatever shall be carried on upon any lot. No apartments, duplexes, boarding houses, rooming houses, trailers, or other moveable living quarters shall be permitted on any lot, and no temporary structure, tent, trailer, or other moveable living quarters, basement, shack or other temporary living quarters of any nature whatever shall be occupied and resided in on any lot. Not more than one single family dwelling house shall be constructed on any lot.
4. No dwelling house shall be constructed on any lot of less than 1000 square feet of enclosed first floor living area, and no dwelling house or appurtenant buildings shall be constructed of exposed concrete blocks, painted or unpainted, of stuccoed construction, or asbestos siding of any nature whatever; providing that concrete blocks can be used for footings and foundations not higher than the first floor level if the same are covered or plastered. No dwelling house constructed shall occupy more than 25% of any lot.
5. No structure separate from the main dwelling house shall be used or occupied for living purposes. No structure separate from the main dwelling house shall be constructed closer to the front lot line than the rear line of the main body of the dwelling house, and any such separate structure shall not be closer than 15 feet to any side lot line, provided that no separate structure shall be closer to a street line than the set-back line shown on the annexed plat.

(over)

6. No fence shall be erected closer to the front lot line than the main body of the dwelling house, and in no event shall any fence be erected closer to any lot line than the building set-back line shown on the annexed plat. All fences shall be of substantial and ornamental construction.

7. The lot of any lot or lots shall not be altered, changed or re-subdivided, so as to leave or provide a dwelling site of less than 13000 square feet in area.

8. The easements shown on the within plat shall be for all utilities, and the authority installing such utilities shall have the right to clear the same of all trees and overhanging limbs interfering with the same.

9. No livestock may be maintained upon any lot and no noxious or offensive trade or 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.

Compliments of Alabama Title Services, Inc.