

STATE OF ALABAMA

COLBERT COUNTY

11.25-

RESTRICTIONS ON DOGWOOD

ESTATES FIRST ADDITION

723

WHEREAS, the undersigned are the sole owners of all the property situated in that certain subdivision in Colbert County, Alabama, known and designated as DOGWOOD ESTATES FIRST ADDITION, as the same appears of record in Plat Book 5 at page 28 in the Office of the Judge of Probate of Colbert County, Alabama, and,

WHEREAS, the undersigned being the owners of all of the lots in said subdivision above described desire to impose the hereinafter building restrictions, protective covenants and agreements upon all the lots in said subdivision above designated for the benefit of the present owners and their heirs and assigns,

NOW THEREFORE, We, the undersigned, being the owners of all the lots contained in the said subdivision designated as DOGWOOD ESTATES FIRST ADDITION, for and in consideration of the premises and of the mutual benefits of the creation of the protective covenants and restrictions hereinafter set forth do hereby impose the hereinafter listed restrictions, protective covenants and agreements, running with all of the said lots in said subdivision, which restrictions, protective covenants and agreements are as follows:

1. The residential area covenants hereinafter set forth, in their entirety, shall apply to the entire subdivision known and designated as DOGWOOD ESTATES FIRST ADDITION. Certain restrictions, conditions, and easements are shown in the recorded plat referred to above and shall be adhered to.

2. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. 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 stories in height and a private garage for not more than two cars.

3. DWELLING SIZE AND QUALITY. No dwelling shall be permitted on any lot with less than 1500 square feet of liveable floor space (porches, steps, garages and carports are not to be considered liveable floor space), such space to be figured from the exterior line of the dwelling except that where the dwelling is a split level, or multi-level structure, the main level ground floor shall be at least 1000 square feet. 724

At least sixty per cent (60%) of the structure shall be of brick or stone masonry exterior, except (1) where a multi-level or split level structure is built, in which case the main level or ground floor must be at least 60% brick or stone masonry construction, and the remaining levels may not be of imitation stone or brick siding, nor of asbestos or composition exterior; and except (2) where the non-brick or non-masonry portion is redwood or cedar, in which case the brick or masonry portion must be at least twenty-five (25%) per cent.

4. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

5. TEMPORARY STRUCTURES AND OTHER PROHIBITED STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No house trailer or mobile home shall be parked, placed, situated, located, maintained, erected, supported, underpinned, set-up or put on any lot. No other residential structure shall be allowed except the one referred to in paragraph 2 above.

6. 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.

7. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

8. LIVESTOCK 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. No swine may be kept for any purpose or reason. However, a pony or horse may be kept for non-commercial personal use on any lot which exceeds 0.75 acre. 725

9. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground 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 material shall be kept in a clean and sanitary condition.

10. SIGHT DISTANCE AT INTERSECTION. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 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 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.

11. TERM. These covenants are to run with the land, shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time the 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 has been recorded, agreeing to change said covenants in whole or in part.

12. ENFORCEMENT. 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.

13. SEVERABILITY. 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.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this <sup>726</sup> the 23<sup>rd</sup> day of November, 1977.

Charles N. Pace  
CHARLES N. PACE

Margaret M. Pace  
MARGARET M. PACE

STATE OF ALABAMA

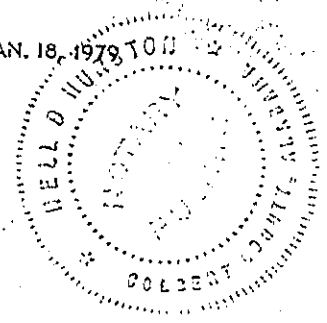
COLBERT COUNTY

I, Neil B. Hurston, a Notary Public, in and for said County in said State, hereby certify that CHARLES N. PACE and wife MARGARET M. PACE, whose names are signed to the foregoing Restrictions on Dogwood Estates First Addition, and who are known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Restrictions, they executed the same voluntarily on the day the same bears date.

Given under my hand this 23<sup>rd</sup> day of November, 1977.

Neil B. Hurston  
Notary Public

MY COMMISSION EXPIRES JAN. 18, 1978



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