

433105
COVENANTS, RESTRICTIONS AND LIMITATIONS
OF
CARRIAGE HILLS, UNIT FIVE

KNOW ALL MEN BY THESE PRESENTS that CARRIAGE HILLS DEVELOPMENT CO., INC., an Alabama Corporation, hereinafter called Declarant, makes, publishes and declares as follows:

WHEREAS, Declarant is the owner of all that real property in Mobile County, Alabama known as CARRIAGE HILLS, UNIT FIVE, plat of which is recorded in the office of the Judge of Probate Court of Mobile County, Alabama, in Map Book 26 , page 51

WHEREAS, Declarant is desirous of executing and maintaining restrictive covenants covering all of the lots into which said property is being subdivided;

NOW, THEREFORE, in consideration of the premises, the said Declarant does hereby designate the following restrictions, which shall be applicable to all of the above described property during the term and in the manner as herein provided:

1. All lots into which the above described property has been subdivided by the above plat shall be known and designated as residential lots.
2. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed 2½ stories in height and a private garage for not more than 3 cars.
3. No dwelling shall be permitted on any lot except lots 1-16, 58 and 59 if the ground floor area of the main structure, exclusive of 1 story open porches, carports and garages, shall be less than 1600 square feet for a 1 story dwelling, nor less than 900 square feet for a dwelling of more than 1 story. For lots 1-16, 58 and 59 the ground floor area of the main structure, exclusive of 1 story open porches, carports and garages, shall be not less than 1400 square feet for a 1 story dwelling, and 750 square feet for more than one story.
4. No building shall be located on any lot nearer to the front lot line, or nearer to any side street line than the minimum set-back lines shown on the recorded plat showing such lot. No building shall be located nearer than 10 feet to an interior lot line with the exception of lots 1-16, 58 and 59; except that a 3 foot side yard shall be required for a garage or other permitted accessory building located 40 feet or more from the minimum building set-back line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For lots 1-16, 58 and 59, no building shall be located nearer to a side lot line than 8 feet (the sum of width of the two side yards shall be at least 20 feet). No dwelling shall be located nearer to the rear lot line than 10 feet, provided, however, that this shall -

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not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. No dwelling shall be erected or placed on any lot having a width of less than the widths shown on the recorded plat of Carriage Hills, Unit 5.

6. 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.

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or outbuilding shall be used on any of the lots, at any time, as a residence either temporarily or permanently.

8. Easements for installation and maintenance of utilities, and drainage facilities are reserved as shown on the recorded plat.

9. 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 5 square feet advertising the property during the construction and sales period.

10. 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.

11. 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.

12. All sanitary sewage shall be discharged into the public sewage system.

13. 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 the 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.

14. 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.

15. No building not limited to but including storage sheds, tool sheds, utility buildings etc., 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. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum set-back line unless similarly approved.

16. The Architectural Control Committee shall be composed of William M. Lyon, Robert F. Diehl and James H. Chaillot, Jr. 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 shall have full

authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant; nor be liable for any act or omission. Such Committee may waive compliance with any of the provisions of this instrument.

17. 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 to the Committee, or in any event, if no suit to enjoin the construction has been commenced prior to the completion of construction, approval will not be required and the related covenants shall be deemed to have been fully complied with or not applicable.

18. Invalidation of anyone 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.

19. At any time, these covenants, restrictions and limitations may be changed or amended by vote and agreement of the then owners of a majority of the lots in said subdivision, if Declarant consents and agrees to each such change or amendment in writing, such agreement and consent to be evidenced by a duly recorded instrument signed by a majority of such owners, and also by Declarant so long as it owns any of said lots, specifying each such change or amendment; or may be changed or amended by Declarant.

IN WITNESS WHEREOF, CARRIAGE HILLS DEVELOPMENT CO., INC. has had its name signed and corporate seal affixed by its President and its Secretary this 20th day of February, 1976.

CARRIAGE HILLS DEVELOPMENT CO., INC.

By: [Signature]
Its President

THIS INSTRUMENT PREPARED BY

Jim Chaillot
Carriage Hills Development Co., Inc.
P. O. Box 16124
Mobile, Alabama



[Signature]
[Signature]

STATE OF ALABAMA:
COUNTY OF MOBILE:

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that ROBERT F. DIEHL whose name as President and J. H. CHAILLOT, JR. whose name as Secretary of CARRIAGE HILLS DEVELOPMENT CO., INC. a corporation are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 20th day of February, 1976

[Signature]
My Commission Expires 1-3-78
Notary Public, Mobile County
At Large

RECORD FEE \$5.00
STATE OF ALA. MOBILE CO.
CERTIFY THIS INSTRUMENT
WAS FILED ON

FEB 23 3 31 PM '76

Given under my hand this the 20th day of February, 1976
Notary Public, Mobile County
At Large

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