

STATE OF ALABAMA)

COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENT, That:

WHEREAS, Roy Martin Construction, Inc. and Joe Killingsworth, are the owners of the following lots situated in the subdivision known as Southern Hills Subdivision, Fifth Sector as recorded in the Probate Office of Shelby County, Alabama, in Map Book 16, Page 132.

WHEREAS, Roy Martin Construction, Inc. and Joe Killingsworth, desire to subject all of the numbered lots in the above survey to the covenants, terms, conditions, restrictions, and limitations:

1. All lots in the tract shall be known and described as residential lots and shall be used for single-family residential purposes exclusively.
2. No more than a single-family unit shall occupy any dwelling house.
3. No dwelling shall be constructed that contains less than 1400 square feet of heated area, exclusive of open porches and garages.
4. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than detached single-family dwellings.
5. No dwelling shall be erected on any lots of said property nearer to the front lot line or nearer to the said street line than the building setback lines shown on the recorded plat of Southern Hills. In any event, any portion of the building shall not be located on any lot nearer than 35 feet to the front lot or more than 35 feet from either the front lot line or the side street line or nearer than 10 feet to any side lot line, nor nearer than 30 feet to the back lot line. However, the Architectural Control Committee mentioned below retains the authority to waive any violation of setback lines.

No dwelling, outbuildings and garages shall be erected or begun on said property until the building plans and specifications and a plot plan showing the location of such building to existing structures in the subdivision have first been delivered to the Architectural Control Committee.

6. Any storage building must conform to the same type design and materials used in main dwelling and be located to the rear of main dwelling. No metal storage building allowed.
7. The lots indicated on the recorded plat for this subdivision may be further subdivided for the purposes of increasing the size of adjacent lots, however, no additional building lots may be created by resubdivision of the lots shown herein. In the event of any such subdivision of the lots shown on the recorded map, the track so constituted shall be considered and referred to as one lot for the purposes of these covenants and these covenants shall apply the same as if said tract had been originally platted as one lot on this plat. Should the owner of two adjacent lots desire to build and maintain a dwelling on both lots, the side restrictions shall apply to the extreme side line of the combined lots. However, nothing herein contained shall permit the erection of a duplex or other multiple family dwelling on the lots restricted by these covenants.
8. No satellite dish may be located in the front yard or side yard of any lots, and trees and shrubbery shall be planted so as to hide the satellite dish from view from all streets and from houses constructed on other side.
9. There shall be no exposed concrete blocks on any dwelling located in the subdivision. All dwelling foundation and retaining walls shall be constructed of brick.

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10. No noxious or offensive trade or activity shall be carried on upon any lot or shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

12. The front and side yards of all lots located in the subdivision shall be sodded to the property line.

13. Roof and exterior colors are to be approved by the Architectural Control Committee.

14. No lot shall be cultivated for crops of any sort, except for kitchen gardens of reasonable size, which must be located to the rear of the dwelling.

15. Fences may be constructed to the rear of the dwelling house, but none shall be constructed nearer the front of the lot than the rear most portions of any dwelling house. All fences to be of wood material parallel with house, not to exceed 48" in height. Chain link fences are allowed in rear of house.

16. No signs shall be permitted on any lots, except for "For Sale" or "For Rent" signs, which shall be not more than 18"x24".

17. No wrecked, unmaintained or inoperable vehicles, boats, or trailers shall be parked, stored or located on any location that can be seen from any street. No trailers or boats, either of which exceed twenty (20) feet in length and no motor homes or camping trailers whatsoever shall be parked, stored or located in any location that can be seen from any street.

18. 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.

19. No mail or paper box shall be placed upon any lot unless the type and form of the same is approved by the Architectural Control Committee.

20. No oil drilling, oil development operation, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in 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.

21. No fence wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways 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 with such distances of such intersections unless the foliage line is maintained at sufficient heights to prevent obstruction of such sight lines.

22. If any person shall violate or attempt to violate any of the covenants and restrictions contained herein, it shall be lawful for any other person or persons owning any of the lots in said subdivision to prosecute any proceedings at law or in equity, against the person or persons violating or attempting to violate any such covenants and restrictions either to prevent him or them from doing so again or to recover any damage for such violation. It being understood that this right extends not only to the present owners of said subdivision, but also to any future lot owners.

23. Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force.

24. The owners herein reserve the right to modify, waive, release and/or void said building limitations and restrictions by a vote or a majority of the then owners of said lots.

25. All of the said restrictions and limitations shall constitute covenants running with the land and all of the deeds hereafter made conveying said lots shall be made subject to the restrictions hereinabove set out.

These covenants are subscribed to on the 8 day of Jan, 1993

Roy Martin Construction, Inc.

BY:

Roy L. Martin
Roy L. Martin, Pres.

Joe Killingsworth

Joe Killingsworth

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