

APR 26 10 54 AM '95

FILED IN PLAT  
HOUSTON COUNTY  
ALABAMA  
JULIUS E. BRATE

STATE OF ALABAMA

HOUSTON COUNTY

RESTRICTIVE COVENANTS FOR  
SOUTHERN OAK ESTATES

The following minimum restrictions are placed on each and every lot in the SOUTHERN OAK ESTATES Subdivision, a subdivision in Houston County Alabama, a map of which is recorded in the office of the Judge of Probate of Houston County, Alabama, in Plat Book page **ONE**

1. All lots in the tract shall be known, described and used only as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than a detached private garage for not less than two cars or a similar construction as the main residence, or a gazebo, of similar or contrasting structure. Neither shall more than one such structure be erected on any one numbered lot in said tract; however, more than one lot may be used for the erection of one single family dwelling.
2. No building shall be located on any residential building lot nearer than seventy (70') Feet to the front line, nor nearer than thirty (30') Feet to any side or back lot line. No detached building or structure shall be located nearer than (70') feet to the front line and shall not be located nearer than (30') feet to the side or back lot line. No fence shall come beyond the front of the house. Fences must be chain link or wooden. No barbed wire or chicken wire may be used. All night light poles will be of metal material and all electric lines will be installed underground.
3. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which will damage or interfere with the installation and maintenance of utilities, or which may change the direction of a flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
4. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of the residential lots except small dogs, cats, or other household

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pets may be kept provided they are not kept, bred or maintained for any commercial purpose or in any manner which will constitute a nuisance to any other owner.

5. All of the property not covered by permanent improvements to-wit: house, garage, etc., must be landscaped and /or maintained (mowed) in a first class condition at least once per month. If necessary property owner must pay to have lot mowed to standard. All driveways must be constructed of either concrete, asphalt or a similar material.
6. No noxious or offensive trade or activity shall be carried on upon any residential lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No trailer trucks shall be parked on the road or property of subdivision. No junk vehicles may be parked in the subdivision.
7. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on any residential lot shall be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. All campers must be under a permanent structure of like material of house.
8. No dwelling with a ground floor area of the main structure, exclusive of one-story open porches and garages, less than 2000 square feet, shall be permitted on any residential lot. Two story structures must have a ground floor of not less than 1100 square feet of heated space. No garage or outside structure shall open to the front of lot.
9. The covenants are to run with the land and shall be binding on all parties and all persons claiming under them.
10. If the parties hereto, or any of them or their heirs or assigns shall violate or attempt to violate any other covenants herein it shall be lawful for any of the other person or persons owning any real property situated in said development or subdivision or adjoining properties to prosecute, proceeding at law, or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from doing, to recover damages or their dues for such violations.
11. Dwelling must be completed within 18 mos. of

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purchase date.

- 12. Invalidations of any one of these covenants by judgement or court order shall in no wise affect any other provisions which shall remain in full force and effect.

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1830  
1030 ck

vet:  
Shereca Williamson  
134 Hardy Rd.  
Dathan, AL 01

Filed this 26 day of Apr 1995 108488 Mig. Tax  
\$ 156.93  
Shereca Williamson, Judge of Probate  
HOUSTON COUNTY, ALABAMA