

**RESTRICTIVE COVENANTS FOR
CHASE RIDGE SUBDIVISION PHASE II**

**STATE OF ALABAMA
HOUSTON COUNTY**

RESTRICTIONS

The following minimum restrictions are placed on each and every lot in the **CHASE RIDGE SUBDIVISION, Phase II**, 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 15 Pg 24

1. **Land Use and Building Type** No lot shall be used except for residential purpose. No building shall be erected, altered, placed, or permitted to remain on any lot other than One (1) detached single family dwelling not to exceed two stories in height, and a private garage.
2. **Building Location** The location and use of all structures built in said subdivision shall conform to the provisions of the regulations of Houston County, Alabama, with the exceptions as hereinafter set forth. No building shall be located on any lot nearer to the front line or nearer to side street than the minimum building set back lines shown on said subdivision plat. All residents shall be located at least 40 feet from front curb, to maintain a uniform look to the subdivision, exceptions noted at end of restrictions. No building shall be located nearer than twenty-five (25) feet on the garage side of lot and fifteen (15) feet on opposite side, and no dwelling shall be located on any interior lot nearer than forty-five (45) feet to rear lot line.
3. **Dwelling Size** The heated area of the main structure shall not be less than 1500 square feet for one or two story dwelling and be constructed of at least 50% brick veneer on the front and brick rowlock. All roofs must have at least a 5 on 12 pitch. The house must have a garage, and the house must have a covered front door.
4. **Garages/Carports** Garages with doors shall be attached to residential dwelling either with common walls, walkway, or porch that is also attached. No open carports will be accepted, and no garage will open to the road.
5. **Pools** Swimming pools constructed at ground level with the maximum elevation of the top of the pool limited to the ground slope necessary for proper drainage. Above ground pools shall not be permitted. Pool drainage shall be directed to avoid discharge on adjoining lots.

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PATRICK H DAVENPORT, Judge of Probate, Houston County, Alabama

6. **Fences** No fence shall extend closer to the street or road than the back of the house. No fence shall be over 6 feet high and shall be constructed of vinyl or black vinyl chain link. No aluminum chain link is acceptable. No fence can be within thirty (30) feet of any road.
7. **Satellite Dishes** No satellite dishes or aerial type antennas shall be constructed or erected with the exception of the new 18" or smaller dishes and only in an inconspicuous location.
8. **Nuisances** No noxious or offensive activity shall be carried upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance in the neighborhood. In addition, no abandoned automobiles or trucks shall be parked on property or roadway. Automobiles shall be moveable as to facilitate mowing. No parking on paved road. (Exception: during construction) No parking on grass.
9. **Driveways and Yards** All driveways shall be paved. Concrete curbs must be sawed, but not gutter, for installation of driveway. All yards shall be sodded with centipede sod so the yards will be uniform.
10. **Outside Structures** Outside structures must be constructed of like material as house. Must be a minimum of fifteen (15) feet from all lot lines and be located behind house. Detached garage may have a door facing the street.
11. **Temporary Structures** No trailer, basement, tent, shack, temporary structure, garage, or other out building erected on any residential lot shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
12. **Travel Trailers** No travel trailers or motor homes shall be parked on lots, and **no vehicles shall be parked on road for more than 24 hours.**
13. **Easements** Easements for installment and maintenance of roadways, utilities, and draining facilities are reserved as shown on the recorded plat. No fence shall lock the easement from being accessible. Easements must be kept cut and clean by the owner of the lot.
14. **Drainage** LaRue McWaters will approve the drainage of lots to make sure they do not drain onto adjoining lots. Construction or alteration of any lot area shall not increase surface runoff to adjoining lots. The drainage ditches shall not be altered nor in anyway disturbed in such a manner as to result in hindering the existing drainage patterns.
15. **Signs** No sign of any kind shall be displayed to the public view on any lot except on a professional sign of not more than two (2) square fee as property for sale or signs used by builders to advertise property.

16. 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 more than two (2) pets per residence, and they are to be kept in fenced yards only.

17. Disposal of Refuse No garbage, trash, ashes, refuse, inoperative vehicles (that have been inoperative more than thirty (30) days, junk, or other waste shall be thrown or dumped on any lot, park, street, or easement in the subdivision nor are permitted to remain upon any such place. County garbage is picked up once a week. Trash containers must be removed from roadway within one day of pickup.

18. Home Owners Association and Common Elements All persons or entities owning any real estate situated in said subdivision shall agree to and participate in the Chase Ridge Subdivision Home Owners Association for the principal purpose of developing and maintaining all common elements. Common elements shall include the subdivision entrance way improvement and or signs, the roadway medians, and the twelve (12) feet outside of the state right-of-way running the length of Highway 605, including landscaping and irrigation system. An assessment shall be made of each member in the amount established by the Association to fund the development and maintenance of the common elements and public street lighting system not to exceed \$100 per year.

19. Term These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them.

20. Enforcement If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt any other covenants herein, it shall be lawful for any person or persons owning any real estate situated in said development or subdivision to prosecute by proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, and other dues for such violations. If the party attempting to enforce these restrictions shall prevail in any proceeding at law or in equity, such party shall be entitled to recover reasonable attorney's fees and court cost, which shall be assessed against the party which is found to be in violation of the restrictions.

21. Alfred Saliba Corporation shall act as the Architectural Review Committee for Chase Ridge Subdivision Phase II. Plans shall conform with the recorded covenants and restrictions for Chase Ridge Subdivision Phase II and shall be independent of the covenants and restrictions recorded for Chase Ridge Subdivision Phase I.

22. Severability Invalidation of any one of these covenants by judgements or court order shall in no way affect any other provisions which shall remain in full force and effect.

Ret. Larue McWaters