

RESTRICTIVE COVENANTS OF  
2nd ADDITION CANDLEWICK ESTATES  
DALE COUNTY, ALABAMA

THE STATE OF ALABAMA  
DALE COUNTY

PART A - PREAMBLE

THIS INDENTURE made and entered into by and between  
MIKIE AND BARBARA WALDING

and the purchaser or purchasers of lots or parcels of land in  
LOTS

WITNESSETH:

WHEREAS, MIKIE AND BARBARA WALDING has had platted  
and subdivided into lots and streets the following:

LOTS

Dale County, Alabama

according to the plat of same which will be recorded in the Probate's  
Records of Dale County, Alabama, said subdivision having been surveyed  
and platted by VESTON BUSH CONTRACTING, REG. LAND SURVEYOR # 9676  
State of Alabama, and desires to place certain restriction on the use  
of said property as to size of dwellings, cost of dwellings, and other  
related matters, and in order to properly restrict said property, does  
hereby covenant and agree as follows:

PART B - AREA OF APPLICATION:

B-1: Fully Protected Residential Area: The residential area  
covenants in Part C in their entirety shall apply to the entire sub-  
division.

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## PART C - RESIDENTIAL AREA COVENANTS:

Col. 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.

C-2. Architectural Control: No building shall be erected, placed or altered 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 as to quality of workmanship and materials harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be provided in Part D.

C-3. Dwelling Cost, Quality, and Size: No dwelling shall be permitted on any lot at a cost of less than \$ 40,000.00 \_\_\_\_\_, based upon cost levels prevailing at the dates these covenants are recorded; it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and material substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 800 \_\_\_\_\_ square feet for a one-story dwelling, not less than 600 \_\_\_\_\_ square feet for a dwelling of more than one story.

C-4. Building Location: No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded map. In any event, no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 30 feet to any side street line. No building shall be located nearer than 10 feet to any interior lot line, except that a minimum 5 foot side yard shall be required for a garage or other permitted accessory building located 40 feet or more from the minimum setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purpose of the covenant, eaves, steps, and open porches shall not be considered as part of a building, provided; however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

C-5. Lot Area and Width: No dwelling shall be erected or placed on any lot having a width of less than 65 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lots having an area of less than 15,000 \_\_\_\_\_ square feet.

C-6. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.

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C-7. Nuisance: No noxious or offensive activities 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.

C-8. Temporary Structures: No structures of a temporary character, trailer, basements, tent, shack, garage, barn or other out-buildings shall be used on any lot at any time as a residence, either temporarily or permanently.

C-9. 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 one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by builder to advertise the property during the construction and sales period.

C-10. Oil and Mining Operations: 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 of shafts be permitted upon or in any lot. No derrick or other structures designed for use in boring for oil or natural gas be erected, maintained or permitted upon any lot.

C-11. Livestock and Poultry: 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 purpose.

C-12. 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 of, or disposal of, such material shall be kept in a clean and sanitary condition.

C-13. Sight Distance at Intersection: 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 limitation shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or allwy pavement. No trees shall be permitted to remain within such distance of such intersections unless foliage line is maintained at sufficient heights to prevent obstruction of such sight lines.

C-14. Land Near Parks and Water Courses: No building shall be placed or shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

PART D - ARCHITECTURAL CONTROL COMMITTEE:

D-1. Membership: The architectural control committee is composed of Mikie and Barbara Walding. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members 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 the covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

D-2. Procedure: The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representatives fails to approve or disapprove with 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenant shall be deemed to have been fully complied with.

PART E - GENERAL PROVISIONS:

E-1. Term: 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 twenty-five years from the date these covenants are recorded, 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 has been recorded, agreeing to change said covenant in whole or in part.

E-2. 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.

E-3. 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, the Said MIKIE WALDING, AND BARBARA WALDING

has/have signed its/their names as developers of this 2nd Addition Candlewick Estates

on this the 16<sup>th</sup> day of February, 19 94.

  
\_\_\_\_\_  
Mikie Walding  
  
\_\_\_\_\_  
Barbara Walding

THE STATE OF ALABAMA

Date \_\_\_\_\_ COUNTY \_\_\_\_\_

I, the undersigned Notary Public in and for said County in said State, Hereby certify that Mikie Walding and Barbara Walding

whose, names are signed to the foregoing instrument and who are known to me, acknowledged before me on the same date aforementioned that, being informed of the contents of said instrument, the executed the same voluntarily.

GIVEN UNDER MY HAND AND SEAL, this the 16<sup>th</sup> day of February, 19 94.



Karen J. Milton  
Notary Public

my commission expires : 2/16/98

State of Alabama {  
Dale County }

hereby certify that the within instrument was filed in this office for record

Dec 2 19 94

at 2:45 clock P M. and recorded in Misc Record 138 Page 773 and examined.

C. Withers  
JUDGE OF PROBATE

13.50  
2.00  
\$15.50

Walding Const.  
P.O. BX. 930  
Midland City AL  
36350

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