

SOUTHPOINTE SUBDIVISION PLAT NO. 1

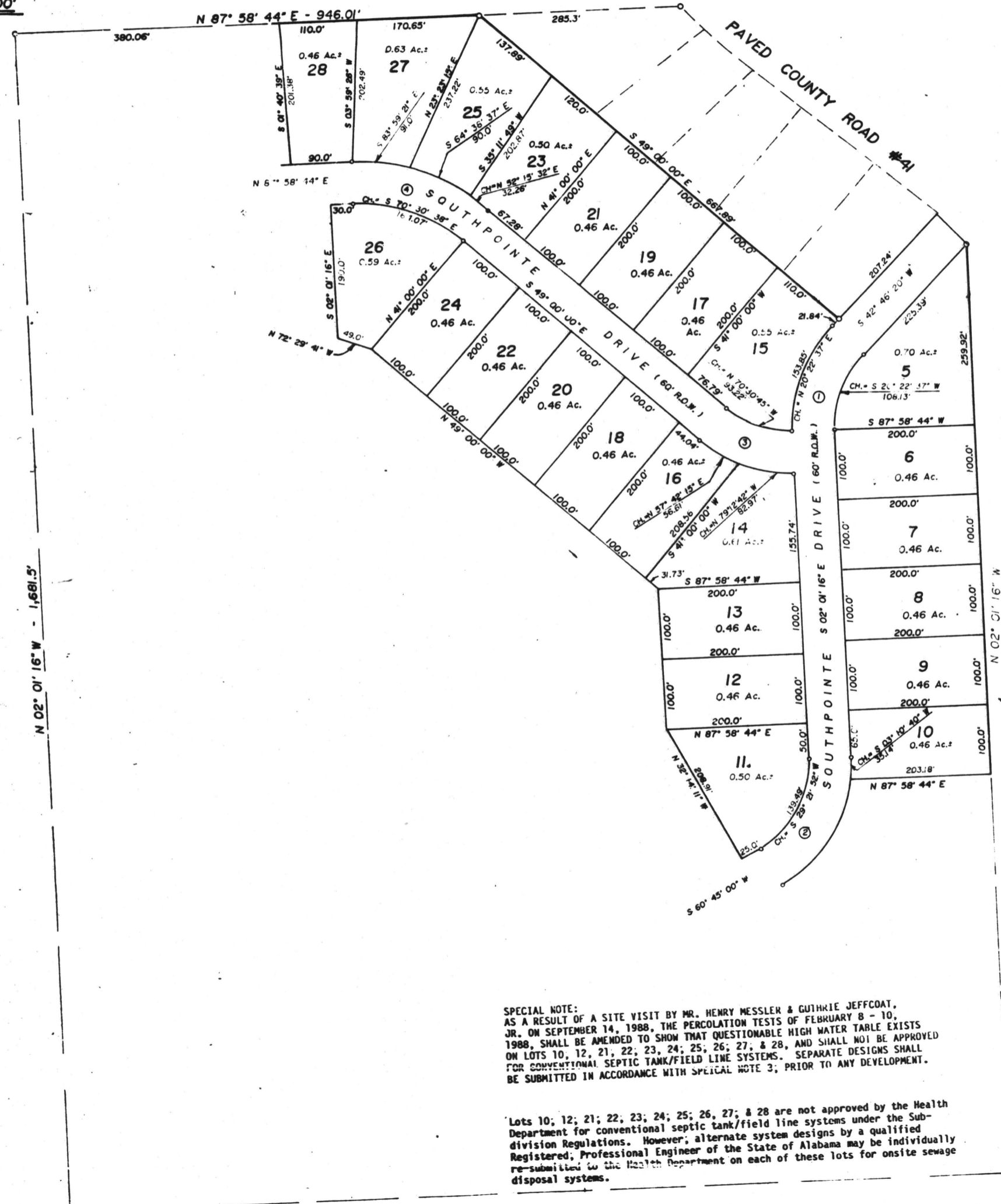
LYING IN THE SW 1/4 OF THE NE 1/4 & THE NW 1/4 OF THE SE 1/4 OF SEC. 5, T-21-E, R-15-E, CHILTON COUNTY, AL.

BY: JEFFCOAT & ASSOCIATES
1212 MULBERRY STREET
MONTGOMERY, AL. 36106



CURVE 1		CURVE 2		CURVE 3		CURVE 4	
B = 377.00'	R = 162.50'	R = 157.11'	R = 253.73'				
A = 44° 07' 05"	A = 62° 46' 16"	A = 43° 01' 16"	A = 42° 01' 16"				
L = 124.38'	L = 175.68'	L = 117.97'	L = 100.51'				
T = 70.50'	T = 100.00'	T = 61.92'	T = 100.00'				

SCALE: 1" = 100'



SPECIAL NOTE:
AS A RESULT OF A SITE VISIT BY MR. HENRY MESSLER & GUTHRIE JEFFCOAT, JR. ON SEPTEMBER 14, 1988, THE PERCOLATION TESTS OF FEBRUARY 8 - 10, 1988, SHALL BE AMENDED TO SHOW THAT QUESTIONABLE HIGH WATER TABLE EXISTS ON LOTS 10, 12, 21, 22, 23, 24, 25, 26, 27, & 28, AND SHALL NOT BE APPROVED FOR CONVENTIONAL SEPTIC TANK/FIELD LINE SYSTEMS. SEPARATE DESIGNS SHALL BE SUBMITTED IN ACCORDANCE WITH SPECIAL NOTE 3, PRIOR TO ANY DEVELOPMENT.

Lots 10, 12, 21, 22, 23, 24, 25, 26, 27, & 28 are not approved by the Health Department for conventional septic tank/field line systems under the Sub-division Regulations. However, alternate system designs by a qualified Registered, Professional Engineer of the State of Alabama may be individually re-submitted to the Health Department on each of these lots for onsite sewage disposal systems.

SW CORNER, NW 1/4, SE 1/4, SECTION 5, T-21-N, R-15-E, CHILTON COUNTY, AL.

RESTRICTIVE COVENANTS

These covenants are to run with the land and shall be binding on all parties and persons claiming them for a period of 25 years from the date of the recording of this plat, after which time said covenants shall be automatically extended for successive periods of 10 years unless instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part. Enforcement shall be by proceedings at law or in Equity against the person or persons violating or attempting to violate any covenants, either to restrain or to recover damages. Invalidation of any one of these covenants by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

- A. LAND USE AND BUILDING TYPES.** All lots in this subdivision shall be known and described as residential lots and to be used for residential purposes. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling or mobile home for private use, not to exceed two stories in height, except that a private garage, guest house, servant's quarters, or other out buildings incidental to residential use of the premises may be allowed provided, however, that said out buildings shall be of a design and exterior finish commensurate with that of the main structure. Only one dwelling per lot is allowed.

B. DWELLING SIZE. The ground floor area of the main structure shall be not less than 1100 square feet of heated living area for a one story, in the case of a detached family dwelling, and not less than 1000 square feet in case of a mobile home, said structure must not be more than 12 years in age. A carport under a roof which is attached to a dwelling shall not be considered a part of the square footage.

C. ALL CONSTRUCTION ONCE BEGUN, must be completed within 12 months.

D. SUBDIVISIONS. No lot shall be re-subdivided into smaller lots, nor conveyed or encumbered in any less than the full original dimension as shown on the original plat of record.
- BUILDING LOCATION.** no buildings shall be located on any lot nearer than 50 feet to any road right of way or any nearer than 10 ft. to any remaining lot lines.
- OUTBUILDINGS.** Any outbuildings such as shops, utility sheds, and etc., shall not be located closer to the street right of way than the front of the main dwelling.
- SIGNS.** No billboard or other advertising devices shall be erected or permitted on any lot, nor shall anything be done or permitted on any lot which will deface or mar the natural scenery thereof, exceptions to this, shall only be as the entrance to the subdivision of which a subdivision identification sign may be provided by the developers in a manner which blends in to the natural setting and the approved landscaping plan by the architectural control committee, or a standard real estate sign.

This does not prohibit Owner identification signs such as on mailboxes, etc., provided, however, that such signs shall be approved by the architectural control committee.
- LIVESTOCK AND POULTRY.** No animals, livestock or poultry of any kind shall be raised, bred or kept, except horses and domestic pets, such as dogs and cats, may be kept provided they are not maintained for commercial purposes and do not become a nuisance to the neighborhood.
- OIL AND MINING OPERATION.** No oil or gas drilling or mining operation of any kind shall be permitted upon any lot.
- NUISANCES.** This parcel shall be limited to residential use only and no noxious or offensive trade or activity shall be conducted nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No automobiles, vehicles, or machinery which are not in operating condition shall be kept or stored on any lot.
- OPEN FIRES.** There shall be no open burning of trash, rubbish, grass, brush, tree limbs, and etc. All such burning must be done in a safe, enclosed incinerator with a wire mesh cover, to prevent burning particles from escaping.
- DRIVEWAYS.** No driveway shall be permitted on the upslope or down slope of any road unless there is installed at the junction of the driveway and the road a culvert of sufficient capacity to provide for adequate drainage of water along the side of the road and in no event shall the said culvert be less than twelve inches in diameter.
- TANKS.** No elevated tanks of any kind shall be permitted upon any lot.
- PROPERTY MAINTENANCE.** Lot owners will keep property neat in appearance. Property appearance will be constantly monitored by the architectural control committee, and if found below the neighborhood standard, primarily with respect to tall grass and weeds, will notify owner to correct same. If correction is not made within 10 days, the committee may make corrections, and charge costs back to owner. If said charge is not paid within 30 days of notice, the committee may place a lien on the subject property for all amounts due, including expenses of said action. All houses or trailers shall be constructed such that the crawl space is not visible. Skirting or screening of an approved and permanent material shall be provided.
- SATELLITE DISCS, C.B. RADIOS & EQUIPMENT & ANTENNAS.** All satellite discs, C.B. radios & related equipment, & antennas must be located outside of front and side yards, and no closer than 10 ft. above the highest roof line of the residence.
- PARKING.** Owner of each lot shall provide space for the parking of at least three automobiles per lot off public streets. Parking must be confined to the interior of the lot, and not within 50 ft. of public right of way. Motor, homes, travel trailers, boats, and heavy duty equipment such as tractors and other farm equipment shall not be parked in front or beside the dwelling.
- SOLAR UNITS.** Solar units shall be placed on the lot in a manner that is not visible from the street.

SPECIAL NOTES:

- All utility, private drainage and private access easements, private rights of ways, shown hereon, are for the use of any utility which may require them and for the surface drainage as needed. These easements include the rights of ingress and egress for the maintenance of the property, facilities and apparatus included therein, installation and maintenance of property in these easements. No permanent structure shall be placed on any easement.
- In addition to the easements shown on the plat, there shall be a private utility easement of 15.0 feet in width on each lot running parallel to and immediately adjacent to, on the roadway rights of way. This shall be used by, but not limited to, the various utility companies such as water distribution, electrical power distribution, telephone distribution, cable T. V. distribution, and sewage collection as needed, and in the future.
- Until public sewer becomes available, dwellings in this subdivision will require the use of onsite sewage disposal systems. No development on any lots shall be started unless a proper application is made to the Chilton County Health Department and a permit is obtained accordingly for such installation. All sewage disposal systems must be coordinated and inspected by the Chilton County Health Department prior to use.
- There shall be excepted off the side and rear lot lines of all lots a 7.5 foot easement for public and/or private drainage and utilities as necessary for the health safety and enjoyment of all lots within this subdivision.
- Private roads and easements shown on this plat shall not be the responsibility for construction and maintenance by the Chilton County Commission unless until said roadways and easements are brought to the specifications of the County Engineer, and approved construction is done accordingly.

STATE OF ALABAMA)
MONTGOMERY COUNTY)

I, O. Guthrie Jeffcoat, Jr., A Registered Professional Engineer and Land Surveyor of the State of Alabama, do hereby certify that I have surveyed the property on this plat, and that the plat is true and correct, that all corners are marked with iron pins and they actually exist. This the 12th day of Dec. 1988.

O. Guthrie Jeffcoat Jr.
O. GUTHRIE JEFFCOAT, JR. P.E., L.S.
AL. REG. NO. 9587

STATE OF ALABAMA)
CHILTON COUNTY)

I, Curtis W. Baker, Owner of the property contained in this plat, do hereby join in and sign the foregoing Surveyors Certificate, and adopt this plat as true and correct, this the 13th day of Dec. 1988.

Curtis W. Baker
CURTIS W. BAKER

STATE OF ALABAMA)
CHILTON COUNTY)

I, *William P. Jeffcoat* a Notary Public of the State of Alabama, do hereby certify that Curtis W. Baker, Owner of the above property, is whose name is signed to the foregoing Surveyors Certificate and Plat, is known to me, that being informed of the contents of said certificate and plat, they did execute the same voluntarily on the day same bears date. Given under my hand and official seal this the 13th day of Dec. 1988.

William P. Jeffcoat
WILLIAM P. JEFFCOAT

This Subdivision meets the approval of the Chilton County Health Department subject to certain conditions of approval and/or deletions on file with the said Health Department, which conditions are made a part of this approval as if set out hereon.

Wm. Messler
CHILTON COUNTY HEALTH DEPARTMENT
12/12/88

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