

Deed Restrictions

1. No portion of the lot described herein shall be used for commercial or mercantile purposes but shall be used solely for residential purposes for the erection of one detached single-family dwelling. The following are specifically prohibited: apartment houses, duplexes, triplexes, or any other multi-family dwelling structure.
2. No shack, garage, barn or any outbuilding shall be used for residential purposes.
3. Said lot may not be re-subdivided, and only one residence may be constructed on the lot.
4. Any residential building shall either be a stick built structure, metal residential building or a double-wide or triple wide mobile home. Single wide mobile homes are prohibited.

If the building is a double-wide or triple-wide mobile home, the following minimum improvements to the building and lot must be provided:

- (a) The structure must be supported on an adequate masonry or brick foundation, and the perimeter must be fully and suitably enclosed with an acceptable skirting material. An adequate foundation shall be as required by the applicable building code of Jefferson County. Acceptable skirting material shall be masonry or brick only.
 - (b) A solid four (4) inch thick concrete pad at least as wide and as long as the mobile home that the pad is supporting. The base of the mobile home shall be fully and suitably enclosed with an acceptable skirting material. Acceptable skirting material shall be masonry or brick only.
5. The lot shall not be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon the premises, and no abandoned motor vehicles shall be placed or allowed to remain anywhere on the premises.
 6. In the event of a violation or breach of any of the covenants and restrictions contained herein by the lot owner, or any agent or licensee of such owner, the owners of adjoining properties, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel the compliance with the terms hereof or to prevent a violation or breach of the covenants herein contained or to recover damages for such violation. The failure to enforce any rights, reservations, restrictions or conditions contained herein, however long continued, shall not be deemed to be a waiver of the right to do so hereafter as to the same breach, or as to a breach occurring prior to or subsequent thereto, and shall not bar or affect such enforcement. Provided, however, that a violation of any such covenant or restriction shall not constitute a forfeiture or reversion of title.
 7. The invalidation of any one or more paragraphs or portions of these restrictive covenants by Court judgment or decree shall in no way affect any of the other provisions, which shall remain in full force and effect.

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