

****DEED RESTRICTIONS**

FOR

EWING ESTATES**

(Mini-Farm Residential Subdivision)

Draft for Developer Use

These restrictive covenants are established for **Ewing Estates**, a rural residential subdivision located in _____ County, Alabama. The following restrictions shall run with the land and shall apply to all lots within Ewing Estates for the benefit of all present and future owners.

1. Subdivision of Lots

- **No lot within Ewing Estates may be subdivided** for any reason.
 - Each lot shall remain as a single parcel exactly as shown on the recorded plat.
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2. Residential Use

- All lots are restricted to **single-family residential use only**.
 - **Only one (1) single-family residence** is permitted on each lot.
 - No duplexes, multi-family dwellings, guest houses, accessory dwelling units (ADUs), rental cottages, or secondary residences are allowed.
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3. Prohibited Structures

- **No mobile homes, manufactured homes, modular homes, or RVs** may be used as residences, whether temporary or permanent.
 - **No temporary structures** of any kind may be used for living purposes, including but not limited to campers, tents, portable buildings, sheds, or trailers.
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4. Construction Standards

- All residences must be **site-built**, constructed with new materials, and placed on a permanent foundation.

- All construction must comply with applicable county and state building codes.
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5. Accessory Buildings

- Accessory structures such as barns, shops, garages, and equipment sheds are permitted.
 - All structures must be maintained in good repair and kept in a neat, orderly condition.
 - No junkyards, scrap piles, or storage of inoperable vehicles.
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6. Agricultural Use & Animals

- Livestock is permitted, including horses, cattle, goats, and poultry, provided they are kept in a clean and humane manner.
 - No commercial breeding operations or large-scale livestock enterprises.
 - Animals must be fenced and not allowed to roam onto neighboring lots or roadways.
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7. Fencing

- Fencing must be maintained in good condition.
 - Barbed wire and electric fencing are permitted for livestock containment.
 - All fencing must remain inside property lines.
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8. Setbacks

- Minimum setbacks for all structures:
 - **50 feet** from any public roadway
 - **25 feet** from side and rear property lines
 - Easements must remain unobstructed.
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9. Driveways & Access

- Each lot owner is responsible for installing and maintaining their own driveway.
 - Shared driveways are permitted only by mutual written agreement of adjoining owners.
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10. Nuisances

- No activity shall be permitted that creates excessive noise, odor, or disturbance to neighboring property owners.
 - No dumping, burning of household garbage, or accumulation of debris.
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11. Temporary Structures & Construction Period

- No temporary structures may be used as residences.
 - RVs or campers may be present **only during active construction**, and **not for occupancy**.
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12. Signs

- Only real estate “For Sale” signs and small farm/ranch identification signs are permitted.
 - No commercial advertising signs.
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13. Utilities & Sanitation

- All utilities must comply with county regulations.
 - Each owner must maintain their lot in a clean, sanitary condition.
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14. Hunting & Firearms

- Safe, responsible firearm use is permitted.
- No commercial hunting operations.

- Shooting must be conducted with proper backstops and away from homes and roads.
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15. Enforcement

- These restrictions may be enforced by the developer or by any lot owner within Ewing Estates.
 - Violations may be corrected through legal action, with costs recoverable from the violating party.
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16. Duration

- These restrictions remain in effect for **30 years**, automatically renewing every **10 years** unless amended by a majority of lot owners.
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