

RESTRICTIONS OF SECOND ADDITION TO POPLAR GROVE SUBDIVISION

The following minimum restrictions are placed on each and every lot in Second Addition to Poplar Grove Subdivision, a subdivision located in the City of Dothan, Houston County, Alabama, which has been platted and subdivided into lots and streets as shown by the plat or map of the same which is recorded in the Office of the Judge of Probate, Houston County, Alabama in Plat Book 11, Page 66. These restrictions are recorded in the Office of the Judge of Probate of Houston County, Alabama in Miscellaneous Book 236 Page 317.

- 1) The lots in the subdivision shall be used for single family residential purposes.
- 2) No building shall be erected, altered, placed or permitted to remain on any building lot in this subdivision until the external design and location have been approved by a Building Committee consisting of Janice C. Killebrew and John H. Watson or their designated representative. In the event the Building Committee fails to approve or disapprove such design or location within thirty (30) days after plans have been submitted to the Building Committee, then such approval shall not be required. In the event of death or resignation of one of the above named members of the Committee, the survivor shall appoint a replacement for such member of the building committee. Provided however, at any time, the record owners of a majority of the lots shall have the power to change the membership committee.
- 3) The location and use of all structures built in said subdivision shall conform with the provisions of the zoning regulations of The City of Dothan, Alabama, then applicable at the time of construction. The minimum construction setback lines shall be those shown on the recorded plat of the Second Addition to Poplar Grove Subdivision.
- 4) No noxious or offensive trade or activity shall be carried on upon any residential lot, and no activity shall be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- 5) No trailer, basement, tent, garage or other out building shall be erected on any residential lot for use temporarily or permanently as a residence, and no structure of a temporary character shall be used as a residence.
- 6) Single family dwellings shall have a ground floor area of the main structure, exclusive of open porches, garages and out buildings of at least 1,200 square feet in the area zoned TH 24, and 1,350 square feet in the area zoned R85S. No carports are allowed. Each dwelling must have a garage, and it must be enclosed on all sides.
- 7) No building shall be constructed nearer than five (10) feet to any side property line.
- 8) Recreational Vehicles: Recreational vehicles shall not be used as a permanent residence while parked on any lot in the subdivision, nor used as a temporary or permanent residence while parked on any street in the subdivision, nor parked permanently on any street in the subdivision. Recreational vehicles that are or become unsightly must be hidden from view of the public, or adjoining lot owners.
- 9) Fence: No fence of any kind shall be erected without written approval of a committee composed of Janice Killebrew and John Watson or whomever they designate. In the event the committee fails to approve or disapprove such fence within thirty (30) days after written request has been submitted to said committee, then such approval will not be required.

- 10) Out Building: No out building of any kind shall be erected without written approval of a committee composed of Janice Killebrew and John Watson, or whomever they designate. In the event the committee fails to approve or disapprove such out building within thirty (30) days after written request has been submitted to said committee, then such approval will not be required.
- 11) Satellite or Radar Dish: Any satellite or radar dish erected on any residential lot shall be limited to the backyard or any house, not be closer than thirty-five (35) feet to any adjacent lot line and shall not be in plain view of any adjoining lot owner or public road.
- 12) Excavations: No excavation, except such as is necessary for the construction of improvements, shall be permitted.
- 13) Compatibility Requirements: Each building shall be located on a residence home site so that it is in harmony and is compatible with other homes and home sites in the immediate vicinity. Decisions on this matter will be made by the Building Committee.
- 14) Requirements for swimming pools, etc: Swimming pools and similar structures may be installed only after obtaining written approval as to type, location, construction material and design from the Building Committee as provided in paragraph 2 above.
Architectural Control Committee. No pools in front yard. All pools to be fenced in.
- 15) Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
- 16) 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 (1) square foot, or a sign of not more than thirty-five (35) square feet advertising the property for sale during the construction and sales period.
- 17) 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. No derrick or other structures designed for use in boring or oil or natural gas shall be erected, maintained or permitted upon any lot.
- 18) 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 they are not kept, bred or maintained for any commercial purposes.
- 19) Disposal of Refuse: No garbage, trash, ashes, inoperative vehicles (that have been inoperative for more than 30 days), junk or other waste shall be thrown or dumped on any lot, park, street, or alley in the subdivision or permitted to remain upon any such place. All incinerators or other equipment for the storage of, or disposal of such material shall be kept in a clean and sanitary condition.
- 20) Invalidation of any covenants: Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.
- 21) Attorney fees and court costs: If the party attempting to enforce these restrictions shall prevail in any proceeding at law or at equity, such party shall be entitled to recover reasonable attorney fees and court costs, which will be assessed against the party which is found to be in violation of such restrictions.

- 22) Abatement or removal of violations: Violation of any restriction or covenant, except such violations as have been waived by failure to take action as provided in paragraph 2 herein, shall give the Poplar Grove Subdivision Building Committee, or its duly designated representative, the right to enter upon the property where such violations exist and summarily abate or remove the same at the expense of the owner and such entry and abatement or removal shall not be deemed as trespass.
- 23) These covenants and restrictions are to run with the land, and shall be binding on all parties and persons claiming ownership thereto.
- 24) If the parties hereto, or any of them or their heirs or assigns, violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute a suit at law or in equity against the person or persons violating or attempting to violate these covenants for the purpose of preventing them from so doing, or to recover damages for such violation.