

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF
LEXINGTON SUBDIVISION

This indenture is made and entered into by and between Everett Construction Company, a corporation, and the purchaser or purchasers of lots or parcels of land in Lexington Subdivision, a Subdivision in the City of Dothan, Houston County, Alabama being desirous of establishing and placing the heretofore described subdivision under certain restrictive covenants to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the high quality and tone of the Community and thereby to secure to each site owner the free and full benefit and enjoyment of his or her home with no greater restrictions upon the free and undisturbed use of his or her site than is necessary to insure the same advantages to the other site owners. We do hereby covenant and agree as follows:

Part A – Residential Area Covenants:

1. **All lots** in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than detached single family dwelling with no less than a 1-car garage. Neither shall more than one such dwelling be erected on any one numbered lot in said tract. However, more than one lot may be used for the erection of one single-family dwelling.
2. **No dwelling** shall be permitted on any lot smaller than herein provided. It being the intention and purpose of the covenant 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 for the minimum permitted dwelling size. The heated area of the main structure shall not be less than 1200 square feet.
3. **Temporary Structures and Location of Structures.** No trailer, tent, shack, garage, bar or other out building erected on any residential lot shall not at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. Only structures of a permanent nature and character are allowed and shall be so designed as to match the décor of the residence and must be pre-approved by the developer, Everett Construction Co., Inc. When the subdivision is at 75% occupancy this approval shall be the duty of the Homeowners Association Board of Directors. No building shall be located on any residential building lot nearer than 30 feet to the front lot line nor nearer than 5 feet to any side street or side lot lines. Buildings on corner lots shall be no nearer than 30 feet to the front lot line and no nearer than 20 feet to the street side lot lines. No detached garage nor other out building shall be located nearer than 75 feet to the front lot line and shall not be located nearer than 6 feet to any side lot line.
4. **Fences:** No fence shall extend closer to the street or road than the front corners of the house. Portions of fence facing street shall be of brick, vinyl or wood or any combination thereof. Chain link shall not be used on area facing street.
5. **Satellite Dishes.** No satellite dishes or aerial type antennas shall be constructed or erected with the exception of the new 18” or smaller dishes and only in an inconspicuous location and located in rear yard.
6. **Signs:** No signs 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 one sign used by the builder and one sign used by a realtor to advertise the property during the

construction and sales period

7. **Mailboxes:** All mailboxes shall be of brick, stone or stucco.
8. **No activity** shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance in the neighborhood. In addition, no abandoned automobiles shall be parked on property or roadway. Automobiles shall not be parked on grass. The owner of any lot in this subdivision shall have the responsibility of preventing lot he owns from becoming a storage ground for inoperable cars (cars that have been inoperative for 30 days), trucks, vehicles, etc., of any kind accumulating on his lot or lots. Any other unsightly waste, garbage, trash piles, or in any way allowing his lot or lots to become unsightly or detrimental to the value of lots owned by other persons. All lot owners shall maintain their premises and yard so as not to become an eyesore to the neighbors and community. All animals and pets shall be secured within the property boundary of the owner and shall not be allowed to roam free or become a nuisance to the community. Any owner of another lot shall have the power to request of any violator of this section that the objectionable items be removed. Failure to comply with this request can be subject to court action by any offended person.
9. **Driveways and Yards:** All driveways shall be paved. All yards shall be sodden with centipede as to eliminate a patchwork effect in the neighborhood. All front yards shall be solid sod. All side yards shall be solid sod to the back edge of the house. All back yards shall be either sodded or sprigged. At least 2 six-foot nursery trees must be planted in the front yard of each house at the time of original landscaping.
10. **No building** shall be erected, placed or altered on any lot until construction plans, specifications, paint colors and the plans showing the location of the construction have been approved by the Architectural Control Committee. as to quality and workmanship and materials, harmony of external design with existing topography and finish grade elevation.

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative fail to approve or disapprove within 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 after the completion thereof, approval will not be required and the related covenant shall be deemed to have been fully complied with.

11. **Enforcement:** If the parties hereto, or any of them or their heirs or assigns shall violate, or attempt to violate any other covenants herein it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing to recover damages or other due for such violations.
12. **Severability.** Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.
13. **Entrance Upkeep.** Per the Homeowners Association Agreement, the upkeep of the entrance shall be the responsibility of the Homeowners Association. These duties to include payment of electric and water bills, maintenance of sprinkler system and lighting system, plantings and any and all care to ensure the continued attractiveness of the entrances.

Part B: Architectural Control Committee:

1. **Membership:** The Architectural Control committee is composed of persons designated by Everett Construction Co., Inc., the developer.
2. **Procedure:** All requests for approval shall be submitted in writing to the Committee. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

3. **Term:** Upon substantial completion of the Subdivision, the responsibilities of the Architectural Control Committee will be transferred to the Homeowners Association.
4. **Homeowners Association Dues:** Lexington Homeowners Association dues shall be \$50.00 per year paid annually on January 1. Dues are to be collected on a pro rated basis at closing or sale of any and all houses in Lexington.

GENERAL PROVISION:

THESE COVENANTS AND RESTRICTIONS ARE TO RUN WITH THE LAND, AND SHALL BE PART OF ALL DEEDS AND CONTRACTS OR CONVEYANCES OF ANY AND ALL LOTS IN THIS SUBDIVISION AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM UNTIL DECEMBER 30, 2025, AND EACH SUCCESSIVE TEN YEAR ANNIVERSARY DATE THEREAFTER.

In Witness whereof, Everett Construction Company, Inc. by and through Jean Everett, its Secretary has hereunto set her hand and seal this _____ day of _____, 1999.

Everett Construction Company, Inc.

By: Jean Everett, Its Secretary