

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF BEVERLY OAKS SUBDIVISION**

This Declaration is made on this 15 day of AUGUST, 2007 by Kirkland Properties, L.L.C., an Alabama Limited Liability Company who is the developer and one of the owner's of Beverly Oaks Subdivision and it is intended to be binding upon all owners and purchasers of lots or parcels of land of the Beverly Subdivision, a Subdivision in the City of Dothan, Houston County, Alabama which is evidenced by the Plat recorded in Plat Book 12, Page 30, in the Office of the Judge of Probate, Houston County, Alabama. The developer, and all present owners hereby declare that all the properties, land and parcels and lots of said subdivisions shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner.

**ARTICLE I
DEFINITIONS**

1. "Association" shall mean and refer to the Homeowners of all lots in Beverly Oaks Subdivision, its successors, and assigns.
2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described on the Plat of said Subdivision recorded in the Office of the Judge of Probate of Houston County, Alabama.
5. "Lot" shall mean and refer to any plot of land or parcel shown on any recorded subdivision map of the properties.
6. "Developer" shall mean and refer to Kirkland Properties, L.L.C., its successors and assigns including the Homeowners Association which succeed the Developer.

ARTICLE II

GENERAL RESTRICTIONS

1. Single Family Residences: The lots in this subdivision shall be used only for single family residential purposes.

2. Zoning Compliance: The location and use of all structures built in said subdivision shall conform with the provision 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 Beverly Oaks Subdivision.
3. 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 may become an annoyance or nuisance to the neighborhood.
4. No inoperable automobile shall be parked or remain for more than thirty (30) days on the property or roadway. No unsightly waste, garbage, trash piles or in any condition which may cause the lots to become unsightly or detrimental to the value of lots owned by other persons shall be allowed. All lot owners shall maintain their premises and yard in a neat, clean and well landscaped manner. 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.
5. All driveways shall be paved and all yards shall have solid sod of not less than thirty (30) feet on the front and twenty (20) feet on both sides and rear. The remaining yard must be sprigged or landscaped. At least two (2) six (6) foot nursery trees must be planted and maintained in the front yard on each house at the time of original landscaping and thereafter.

6. Other Structures: No trailer, mobile home, basement, tent, garage or other outbuilding 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.
7. Structure Size: All dwellings shall have a ground floor area of the main structure, exclusive of open porches, garages and outbuildings of at least 2,000 square feet. One and one-half or two story structures shall have a ground floor of at least sixty percent (60%) of the total square footage allocated for the structure. No carports are allowed. Garages must be enclosed on all sides.
8. Roof Pitches: All roof pitches are to be minimum of 6 on 12 on main body of home.
9. Street Parking: The street shall not be used for parking any vehicle on a regular basis.
10. No excavation, except such as is necessary for the construction of improvements or pool, shall be permitted.
11. Each building shall be located on a residential home site in the subdivision so that it is in harmony and is compatible with other homes and home sites in the immediate vicinity.
12. All mailboxes shall be constructed of brick, stone or stucco and shall compliment the home constructed at that address.

13. A swimming pool or similar structures may be installed only after obtaining written approval as to type, locations, construction material and design by the Building Committee. Above ground pools are not permitted.
14. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
15. No sign of any kind shall be displayed to the public view on any lot except for a professional sign or not more than one square foot, one sign of not more than five square feet advertising the property for sale, or rent, or signs used by builder to advertise the property during the construction and sales period.
16. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats or other household pets, may be kept provided they are not for any commercial purpose.
17. There shall be no outdoor drying of laundry or wash unless it is not visible to the public or adjoining lot owners.
18. 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 and shall compliment the adjoining property. Chain link shall not be used on area facing street.

19. **Additional Building:** No additional building shall be erected upon any lot unless the same be constructed with the same kinds of materials and workmanship as used in the main dwelling, and the design, construction, and location of such building is in harmony with the existing structure(s), and must be expressly approved by the Building Committee.
20. These covenants and restrictions are to run with the land, and shall be binding on all parties and persons claiming ownership thereto.

ARTICLE III

PROPERTY RIGHTS

1. Every Owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every lot.
2. Every Owner of a lot, which is subject to assessment, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot, which is subject to assessment.
3. Each Owner of any Lot by acceptance of a deed thereof, whether or not is shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made and may be recorded of record. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them but, if delinquent at the time of sale, and no provision has been paid from payment, then the lien expressed by this provision shall continue, notwithstanding said sale.

4. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the properties for the common benefit of all Owners. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waiver or otherwise escape liability for the assessments provided for herein by non use of the Common Area or abandonment of his Lot.

The annual assessment provided for herein shall commence as to each lot when it is sold by the Developer, excluding a sale to a home contractor, on the first day of the month following said sale.

The initial monthly assessment shall be fifteen (\$15.00) dollars, but may be adjusted by the Homeowners' Associations or, the Developer, if no Homeowners' Association has been organized, on an annual basis, by a vote of the majority of lot owners, each lot having one (1) vote. (Ex: If a husband and wife own a lot jointly, they have a single vote)

5. 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.

6. Abatement or Removal of Violations: Violation of any restriction or covenant, except such violations as have been waived by failure to take action shall give the Developer and its successors and assigns, acting through appointment of its duly designated representative, the right to enter upon the property where such violations exists 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 or any other civil or criminal act, the permission and consent thereto being given hereby both express and implied by the acceptance of the Title Deed to the property within this subdivision.

7. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
8. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.
9. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. The Developer may amend these covenants and restrictions at any time until fifty percent (50%) of the lots have been sold, provided the amendment may be applicable and beneficial to the existing Owners. Thereafter, this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

ARTICLE IV

ARCHITECTURAL CONTROL AND BUILDING COMMITTEE

No building, fence, wall, or other structure shall be commended, erected, or maintained on the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans, and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography, by the Developer, and the successors to the Developer or by the Architectural Committee composed of representatives appointed by the Developer. The initial Architectural Committee shall consist of Albert Kirkland. In the event the Developer or the Architectural Committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The approval or disapproval must be in writing.

There shall be an initial Board of the Homeowners' Association and Architectural Committee which shall consists of the Developer or their designated representative. Upon the sale of ninety percent (90%) of the lots in the subdivision, the Developer's responsibilities will end, and the Owners shall form an Association to maintain the compliance with these restrictions and covenants.

Kirkland Properties, LLC

Sandy J. Allen
WITNESS

BY: Albert Kirkland
Its authorized agent

Recording Fee 38.00
TOTAL 38.00