

OUTLINE OF DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

I. Definitions.

- (a) "Association" - Jamestown Residential Community Association.
- (b) "Owner" - Owner of record of any lot except those having security interests only.
- (c) "Properties" - Real Property described in declaration as well as any additions.
- (d) "Common Area" - All property designated as Common Element on map and used for enjoyment by owners.
- (e) "Lot" - All plots of land on subdivision map except Common Area.
- (f) "Declarant" - Jamestown Family Properties. *Successors and assigns*
- (g) "Common Expenses" - Expenditures and liabilities of Association to benefit properties.
- (h) "Architectural Review Committee" - Committee appointed by Declarant to review and approve all design and construction in community.

II. Property Rights.

- (a) All members will have access to Common Area with the right of the Association to assess owners, and suspend owners from use of area if necessary. The Association has the right to transfer all or any part of area to any entity subject to conditions agreed upon by 2/3 written agreement by members.

III. Membership and Voting Rights.

- (a) Members are any owner of a lot subject to assessments.
- (b) There will be Class A and Class B members.
 - 1) Class A members are those owners other than Declarant entitled to one vote (only) per lot.
 - 2) Class B members shall be Declarant and entitled to three votes per lot until such time as the total votes outstanding in Class A and B membership equal or January 1, 2001.
- (c) Jamestown Family Properties will develop a second phase and upon completion the provisions of this Article will be applicable.

IV. Covenant for Maintenance Assessments.

- (a) Annual and special assessments will be a charge on the land and the owners of the land at the time of assessment shall be responsible for payment.
- (b) Assessments are charged for the betterment of the community and up keep of Common Areas.
- (c) Annual assessments will be pro-rated but all Class A shareholders will pay a \$100 per month minimum

assessment. Class B member will pay a pro-rata share of the annual assessment until the Class A and Class B votes outstanding are equal or when assessment of Class A members meets reasonable budget requirements.

- (d) Special assessments for capital improvements may be applicable with the assent of 2/3 of the votes of the members. Each residential district's costs are different and assessments will be based on each districts costs.
- (e) 50% of the membership by presence or proxy will constitute a quorum except as otherwise stated. Members have the right to adjourn a meeting in the event that a quorum is not reached.
- (f) Annual assessments shall start on the 1st day of the month following the beginning of construction of a residence on a lot or within 18 months from the date of conveyance; the first assessment shall be adjusted according to the number of months left in the calendar year. 30 day notice will be given to the owner on the assessment amount.
- (g) An assessment unpaid within 30 days after due date will draw the maximum legal rate of interest and chance a legal action against owner. Owner is liable for assessment under any and all circumstances.
- (h) The lien of the assessment is subordinate to the lien of first mortgage. No sale or transfer relieves the lot from liability for any assessments.

V. Architectural Control.

- (a) The ARC has the authority to approve or disapprove any or all construction, additions, landscaping, etc. submitted by owner, and owner must have approval of ARC before commencement of construction or other physical changes made to property.

VI. Exterior Maintenance.

- (a) If owner does not maintain his premises, the Association with a 3/4 vote of the Board will make the necessary improvements and the cost will be added to the owner's assessment.

VII. Construction.

- Each owner will be required to follow these guidelines:
- (a) Coordination with ARC for all construction dates.
 - (b) Contractors will identify all employees by ID badges.
 - (c) Construction hours are 7 a.m. to 6 p.m.
 - (d) Vehicles will be parked in authorized areas only.

- (e) All waste and debris will be disposed of daily. Material stored will be done in a neat and orderly manner.
- (f) Construction shall be completed within 9 months unless an extension is approved by the ARC.
- (g) Contractors may display signs according to Section 12 of Article VIII.

VIII. Prohibited Uses.

- (a) Lots shall be used as residential areas only with single family dwellings not to exceed three stories.
- (b) No obnoxious or offensive activities are allowed on lots.
- (c) Fences need approval of ARC.
- (d) No outside clotheslines, outside equipment (unless enclosed), poles, masts, antennas or satellite dishes permitted. *See Ordinance*
- (e) No campers or recreational vehicles, boats, trailers or trucks larger than 1/2 ton pickups are allowed to park on streets on a regular basis.
- (f) No animals are allowed except household pets and they must be properly contained to prevent being a nuisance.
- (g) No garage doors facing the street and all doors must be closed unless in use.
- (h) All premises must be numbered in accordance with the ARC and mailbox structures must be approved.
- (i) No garbage of any type will be allowed to remain on lot and garbage containers must be housed adequately.
- (j) No above ground pools. All ground pools require approval of the ARC as well as hot tubs, saunas or spas.
- (k) No outside buildings are allowed nor temporary buildings.
- (l) No signs or reflectors allowed except for a one square foot sign used for advertising property for sale.
- (m) All owners must maintain the exterior premises between the hours of 8 a.m. and 6 p.m., Monday through Saturday.
- (n) No owner shall rent or lease any lot without ARC approval.
- (o) The ARC by a 2/3 vote can waive violations of minor infractions.

IX. Lot Development, Restrictions and Limitations.

There will be three groups of residential districts in Jamestown Residential Community - Garden Home, *Cottages* Townhouse, and Single Family.

- (a) Garden Home District.
- 1) Only one single family dwelling including a detached garage is allowed.
 - 2) No Garden Home shall contain less than 1,250 square feet of living area.
 - 3) Each dwelling will have a nonexclusive easement for use of pipes, wires, cables etc.
 - 4) No owner will alter the common elements in any way.
 - 5) No Garden Home owner will have access to property outside the subdivision.
 - 6) Jamestown Residential Community will maintain the boundary fence and an easement will exist for the same.
 - 7) There will be a 24" encroachment on each lot for overhang purposes.
 - 8) No building will be constructed nearer the front lot line than the minimum building set back line. There is no minimum rear set back line. Each building will be constructed with a "zero" side lot line and the opposite side will be a 5' minimum.
 - 9) Total square footage of construction on a lot shall not exceed 70% of the overall area of the lot. Variance may be granted with approval of the ARC.
- b) Townhouse District.
- 1) Only one single family dwelling other than a possible detached garage is allowed.
 - 2) No Townhouse will contain less than 1,500 sq. feet of living area or exceed three stories.
 - 3) The wall built dividing Townhouses shall constitute a Party Wall an liability for property damage shall be the responsibility of the joint owners of said wall.
 - 4) Owners have joint use of Party Walls.
 - 5) Costs of repair and maintenance will be shared by joint owners.
 - 6) If the Party Wall is destroyed or damaged by fire or other casualty, the cost of repair shall be shared jointly.
 - 7) If damage is caused by negligence or a willful act, the responsible party shall incur all expenses of repair.
 - 8) The right of contribution of any owner cannot be terminated without joint agreement of joint owners of Party Wall.
 - 9) Blocks B and C will have an ingress and egress road for use by residents and necessary services.
 - 10) Townhouse residents have a 30 foot utility and drainage easement as well as an access easement for

sidewalks and other landscaping.

11) Any improvements (walls, fences, etc.) must be approved by the ARC.

12) Lots 1-26, Block C and Lots 1-5, Block B cannot have access to South Englewood Drive. Lots 27-29, Block C cannot have access to Heard Drive.

13) The 30 foot buffer easement between residents and the perimeter fence will be used as a natural trail for use by residents as a walking, jogging, and biking area.

(c) Single Family District.

1) Only one single family dwelling other than a possible detached garage is allowed.

2) No Single Family home will contain less than 2,500 sq. feet of living area.

3) No building will be erected nearer than 50' from the front line nor nearer 20' to the side or rear lines. Corner lots have a set back of 35' on the street side of the lot.

4) Lots 14-20, Block D and Lots 3-7, Block E adjoin a natural drainage easement and may experience high water in the area during the rainy season.

5) There is a 30' buffer easement between Townhouse lots in Blocks B and C and Single Family lots in Blocks D and F. This easement will be used as a natural trail for walking, jogging or biking of residents.

6) All lot owners are required to become members of Jamestown Residential Community.

X. Amendments and Extensions to Other Property.

(a) Declarant has the sole right to:

1) Amend this Declaration in order to cure any ambiguity in or inconsistency between the provisions herein.

2) Amend this Declaration to modify, delete or add restrictions and limitations.

3) Amend this Declaration to designate additional Common Areas owned by Declarant.

4) Amend this Declaration to submit all or portions of the property described in "Exhibit A" to the terms and provisions of this Declaration.

5) Amend or alter this Declaration or any part of it with consent of a majority of the owners other than Declarant.

(b) Amendment by Owners - Owners may amend this instrument if executed by all owners and subject to the following limitations:

1) No amendment can be made which will affect the lien of the holder of any mortgage lien.

2) No amendment which adversely affects the rights, duties, or obligations of the Declarant or any portion of Jamestown Residential Community.

XI. Reservations by Declarant.

- (a) Declarant maintains the right to facilities and activities to maintain and carry on any portion of the Common Area as is deemed necessary and will convey said Common Area to the Association when 100% of the lots are sold with a right of ingress and egress for Declarant.
- (b) Declarant has the right to assign any rights to any other person or entity as it shall elect.

XII. General Provisions.

- (a) Jamestown Residential Community is to be constructed in three phases. A description of the project is included in documents which will be given to each owner. Comments and suggestions are welcomed.
- (b) The Association and any owner has the right to enforce any restrictions, conditions and covenants herein.
- (c) Invalidation of any one of the covenants or restrictions by judgment or court order will not affect any other of the provisions set forth herein.
- (d) This Declaration is binding for 20 years with an extension of 10 year intervals thereafter and can be amended during the 20 year period with an instrument signed by 90% of the owners, and by a 75% signing during the 10 year periods.
- (e) While Class B membership exists, prior approval by the FHA and VA may be required for dedication of Common Areas and amendments to this Declaration.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by Jamestown Family Properties, a general partnership, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Dothan, County of Houston, State of Alabama, which is more particularly described as:

One tract or parcel of land located in the N 1/2 of Section 22, T3N, R26E, City of Dothan, Houston County, Alabama. Starting at the intersection of the north Right-of-way of Heard Drive and the east line of the NW 1/4, Section 22, T3N, R26E and said point being a concrete monument, thence N-00°-38'-22"-E 24.06 feet to a set concrete monument and said point being the POINT OF BEGINNING; Thence on a cord bearing of S-44°-32'-28"-W 34.67 feet to a set concrete monument;
Thence S-88°-26'-34"-W 634.05 feet to a set concrete monument;
Thence S-88°-32'-25"-W 678.59 feet to a set concrete monument;
Thence N-00°-49'-09"-E 1834.74 feet to a set concrete monument;
Thence S-89°-25'-00"-E 458.92 feet to a set concrete monument;
Thence S-00°-35'-00"-W 274.48 feet to a set concrete monument;
Thence on a cord bearing of N-80°-49'-18"-E 35.78 feet to a set concrete monument;
Thence N-79°-18'-11"-E 238.01 feet to a set concrete monument;
Thence N-76°-15'-01"-E 193.43 feet to a set concrete monument;
Thence on a cord bearing of N-28°-44'-08"-E 36.87 feet to a set concrete monument;
Thence N-18°-46'-45"-W 98.65 feet to a set concrete monument;
Thence N-10°-20'-50"-E 238.19 feet to a set concrete monument;
Thence on a chord bearing of N-77°-25'-36"-W 105.11 feet to a set concrete monument;
Thence N-89°-10'-50"-W 56.49 feet to a set concrete monument;
Thence N-00°-56'-44"-W 93.19 feet to a set concrete monument;
Thence N-89°-49'-19"-E 149.99 feet to a set concrete monument;
Thence S-00°-56'-44"-W 66.95 feet to a set concrete monument;
Thence N-89°-48'-19"-E 568.31 feet to a set concrete monument;
Thence S-00°-39'-29"-W 329.82 feet to a set concrete monument;
Thence S-01°-18'-42"-W 391.72 feet to a set concrete monument;
Thence S-88°-24'-32"-W 164.27 feet to a set concrete monument;
Thence S-00°-38'-22"-W 1277.18 feet to the POINT OF BEGINNING and containing 58.339 acres more or less.

Said property has been platted as Jamestown Residential Community and the plat of said subdivision is recorded in the public records

of Houston County, Alabama in Plat Book 8, Pages 87.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are 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 thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Jamestown Residential Community Association, its successors and assigns.

Section 2. "Owner" shall be and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 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.

Section 4. "Common Area" shall mean all real property in the subdivision identified as a common element on the map or plat of the same and utilized for the common use and enjoyment of the owners including the streets and landscaped islands located within the same.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Jamestown Family Properties, a general partnership, its successors and assigns.

Section 7. "Common Expenses" shall include expenditures made or liabilities incurred by the Association for the benefit of the properties or otherwise authorized herein, together with payments or obligations to reserve accounts.

Section 8. "Architectural Review Committee" (hereinafter referred to as ARC) shall mean and refer to a committee of two or more persons appointed by Jamestown Family Properties, its successors and assigns. The purpose of the committee is to review all lot improvements by "Owners" at the preliminary design, final design, and construction drawing phases for conformance to the community design standards, both before, during, and on completion of construction.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. 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, subject to the following provisions:

(a) the right of the Association to assess owners for the use of any recreational facility and charge others reasonable fees for the use of any recreational facility;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period

during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for an infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

No such dedication or transfer shall be effective unless an instrument signed by two-thirds(2/3) of each class of members agreeing to such dedication or transfer has been recorded.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. 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.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B

membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on January 1, 2001.

Section 3. Jamestown Family Properties will develop a second phase of Jamestown Residential Community adjacent to the guardhouse area which may include Garden Home, Townhouse and Single Family lots and a recreational club facility. When that phase is completed and platted, the provisions of this article shall be applicable to the same.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it 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. 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 is due. The personal obligation for delinquent

assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. 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 Areas.

Section 3. Annual Assessment. The Board of Directors shall fix an annual assessment for accomplishment of the purposes enumerated in Section 2. The cost of the assessment shall be pro-rated among all lot owners; however, all lot owners who are Class A shareholders in the Association will pay a minimum annual assessment of \$100 per month per lot. The Class B membership will pay its pro-rata share of the annual assessment until the happening of either of the following events, which ever occurs earlier:

(a) when the total votes outstanding in the Class A membership equals the total vote outstanding in the Class B membership or;

(b) when the assessment to the Class A members equals reasonable budget requirements.

It is the intent of the Declarant that all lots owned by Declarant after that date will be free from assessment until sold.

Section 4. Special Assessments for Capital Improvements and Residential District Needs. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto,

provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

The Garden Home District, the Townhouse District and the Single Family District each require different levels of maintenance needs. Accordingly, special assessments may be necessary for the cost of said maintenance depending upon the associations experience in completing the same. These costs will be equitably pro-rated among residential districts.

Section 5. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, fifty percent (50%) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the beginning of construction of a residence on a lot or within eighteen (18) months from the date of the conveyance of a lot to a purchaser other than Declarant which ever occurs first. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written

notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum legal rate of interest 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 waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall, or any other structure shall be commenced, erected, or maintained upon the Properties nor shall any exterior addition or changes or alterations therein be made until the plans and

specifications showing the nature, kind, size, shape, height, materials, color and location of the same have been submitted to and approved in writing by the ARC as to design and location in relation to surrounding structures and topography. The plans submitted to ARC, without limitation, shall show and include the following:

- a. Site plan;
- b. Landscaping plan;
- c. Floor plan of each level;
- d. All four building elevations showing colors and textures;
- e. Full cross section of dwelling showing relation to the lot property line; and
- f. Actual samples of exterior finish materials and color treatment.

No tree or large bush shall be planted without prior approval of the ARC. In the event the ARC, or a member designated by it, fails to approve or disapprove such plans and specifications within thirty (30) days after the 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 ARC shall consist of a board or committee of two or more persons appointed by the Declarant, at its sole discretion. After one hundred percent (100%) of the lots in the subdivision have been transferred, the Declarant shall appoint, in addition to the previous persons designated by Declarant, one other member to serve.

The ARC may, in its sole discretion, reject any plans for construction of improvements of any type if the design is incompatible with the overall character for the subdivision. Any owner acquiring title to a lot in the subdivision from Declarant or from a successor in

title of Declarant shall expect that the ARC will deny approval to a building or other improvement if the design is not compatible with the overall character and existing homes in the subdivision and is not in harmony with the surrounding area. In order to minimize the cost and expense of architects and engineers on plans which are later denied by the ARC, the owners of lots in the subdivision should submit preliminary plans to the ARC, so that owners will incur as little expense as possible on designs which are found to be unacceptable by the ARC.

ARTICLE VI

EXTERIOR MAINTIENANCE

In the event an owner of any lot in the properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by a three fourths (3/4) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VII

CONSTRUCTION

In the interest of complying with the intent of the developer to create a clean and well maintained residential community, each lot owner will be required to abide by certain construction quidelines applicable during the construction of any dwelling or improvements upon a lot. These guidelines are as follows:

1. Each lot owner will coordinate with the ARC their schedule of construction including estimated beginning and completion dates.

2. Each contractor will be required to identify their employees and subcontractors to be employed on the job, and they will be required to receive identification badges so they might be identified prior to entering the community.

3. All construction must be performed during the hours of 7 a.m. to 6 p.m. No construction will be allowed during evening hours without prior approval of the ARC.

4. All construction vehicles must be parked on the construction site or on a designated lot approved by the ARC. No vehicle will be allowed to park on the street in order to prevent leaking fluids from construction vehicles damaging paved surfaces.

5. Construction waste and debris must be disposed of daily. All lot owners will be required to employ the services of a waste disposal firm providing container waste services. Any construction material which the contractor desires to salvage must be neatly stored in a manner that will not prove unsightly. Construction requirements identified in Article VIII, Prohibited Uses, are also applicable.

6. Construction of any improvement commenced upon a lot shall be pursued diligently and shall be completed within nine (9) months from the date of commencement, except where extended by ARC for good cause.

7. A contractor may display a sign during construction in a manner equivalent to those requirements enumerated in Section 12 of Article VIII, Prohibited Uses.

*Covenants, Conditions
+ Restrictions*

ARTICLE VIII

PROHIBITED USES

Section 1. No lot shall be used except for residential purposes.

No building shall be erected, altered, placed, or permitted to remain on any lot other than one single family dwelling not to exceed three (3) stories, in height and private garage for not more than three (3) cars. If for any reason a building is placed on any site consisting of portions of two (2) or more numbered lots in this subdivision, then such building site shall be of an area of no less than the average area of the lots in the subdivision.

Section 2. No obnoxious or offensive activities shall be carried on upon any lot, nor shall anything be done on it that may be or become an annoyance or a nuisance to the neighborhood.

Section 3. Subject to the approval of the ARC, fences may be erected. The ARC shall have complete control in its discretion as to the design, building material, and height of fences, and may refuse to authorize any fence whatsoever.

Section 4. No visible outside clotheslines are permitted in the subdivision. The ARC shall have the right to require the owners of any lot in the development to screen or enclose outside equipment or personalty stored outside of any dwelling unit, if the ARC in its discretion finds that the presence thereof is so unattractive that it is inconsistent with the high standards of appearance planned for the development. No outside poles, masts, antennas (or satellite dishes) are permitted. *See Waiver*

Section 5. No camper or recreational vehicle of any sort, boat, or trailer shall be allowed to park on a regular basis on any street, common area, driveway or yard in the subdivision. No truck larger than a one-half ton pick-up truck shall be allowed to park on a regular basis on

any street or driveway in the subdivision. It is the intention of this restriction that all such vehicles and/or boats be properly parked in enclosed garages, so as not to be detrimental to the general appearance of the neighborhood.

Section 6. No animals except domestic household pets shall be permitted in the subdivision. No pet of any sort shall be allowed to run loose in the subdivision. No animals may be bred in the properties for commercial purposes. The intention of this restriction is to exclude pets from roaming the subdivision and to prohibit any pet from becoming an annoyance or nuisance to other owners.

Section 7. No dwelling shall be constructed with the garage door facing the front (street side) of the lot unless approved by the ARC. Garage doors must remain closed at all times except when automobiles are entering or leaving the garage.

Section 8. After erection of a dwelling unit on any lot, the owner shall cause to be displayed such identification of his premises as may be required by the ARC. If the numbering of each unit for identification to be used by the U. S. Post Office is not sufficient for service and emergency personnel to quickly identify each unit, the ARC shall design a home identification system to accomplish such quick identification. Regardless of what identification system is required, each owner shall use the size and type designated by the ARC.

Any mailbox and accompanying support fram shall be constructed solely as allowed by the ARC and shall conform to the shape and profiles approved by the ARC. Each owner shall maintain the mailbox and structure in good condition at all times.

Section 9. No garbage, rubbish, trash or other miscellaneous unsightly objects shall be dumped or allowed to remain on any lot. Garbage containers will be housed in dwelling areas which will not be visible from the street. If garbage containers are left outside, they will be screened by vegetation or appropriate fencing.

Section 10. No above ground swimming pool shall be constructed or erected on any lot on the properties. All in ground pools shall be subject to review and approval by the ARC prior to construction of any such pool to determine conformance with set backs, pool enclosures and in keeping with the overall development plan of the properties. No hot tub, sauna, or spa shall be erected on any lot without prior approval of the ARC and after submission of design and plan to the ARC for approval.

Section 11. No trailer, mobile home, double wide home, shack, tent, barn or other out building shall be erected on any lot. No improvement shall be erected on any property of a temporary character to be used as the principal residence.

Section 12. No sign or reflectors of any kind shall be displayed to public view of any lot except one sign of not more than one square foot advertising the property for sale. Any such signs permitted shall be restricted to one per lot and shall be maintained in an orderly manner.

Section 13. Each lot owner shall maintain the exterior premises of the lot and all improvements thereon in a clean, neat and attractive condition. Lawn, fence, hedge, tree or landscaping maintenance are required to be performed during the hours of 8 a.m. and 6 p.m. Monday through Saturday of each week. No exterior maintenance shall be performed on Sunday unless it is of an emergency nature and necessary for the preservation of the owner's property.

Section 14. No owner, other than Declarant, shall lease or rent any lot or completed dwelling without prior written approval of the ARC.

Section 15. The ARC, by a two-thirds (2/3) vote, shall have the right to waive minor violations of these covenants after determination that the violation waived is minor and does not adversely affect the overall character of the subdivision or the value of the lots.

ARTICLE IX

LOT DEVELOPMENT, RESTRICTIONS AND LIMITATIONS

Section 1. Jamestown Residential Community is partitioned into three separate groups of residential dwelling lots. Block A, Lots 1-28 is designated as a Garden Home District. Block B, Lots 1-5, and Block C, Lots 1-29, have been designated as a Townhouse District. Block D, Lots 1-22, Block E, Lots 1-14, and Block F, Lots 1-11, have been designated as a Single Family District. Each district has individual developmental restrictions and limitations applicable only to that respective district. The restrictions and limitations are as follows:

Garden Home District

(A) No building shall be erected, altered, placed, or permitted to remain on any Garden Home lot other than one detached single family dwelling and accessory building which may include a detached private garage.

(B) No Garden Home residential building shall contain less than 1,250 square feet of living area, excluding attached garage, screened porch, covered patio or entry way provided that a variance not to exceed 15% of this minimum size restriction may be granted by the ARC upon its determination that the plans as submitted are in conformity with the development.

(C) There shall be appurtenant to each dwelling a non-exclusive easement for use of all pipes, wires, cables, conduits, utility lines, flues and ducts serving such dwelling and situated in any other dwelling. Each dwelling shall be subject to an easement in favor of other dwellings for use of all pipes, wires, cables, conduits, utility lines, flues and ducts situated in such dwelling and serving such other dwellings. *see first Amendment @ back of book*

(D) No dwelling owner shall contract for or perform any maintenance, repair, replacement, removal or alteration of the common elements or any addition thereto except the Association or its Officers. No dwelling owner shall take or cause to be taken any action within his dwelling which would jeopardize the soundness or safeness of any part of the common element or impair any easement or right of any easement owner or affect the common elements without the unanimous consent of all the owners who are affected thereby.

(E) No Garden Home lot owner shall have access to any adjacent property or street located outside the subdivision. Lots 15 and 16, Block A cannot have access to South Westmont Drive. Also, Lots 21 and 22, Block A cannot have access to South Westmont Drive.

(F) Jamestown Residential Community is surrounded by a boundary fence which will be maintained by the Association. A valid easement shall exist for the maintenance of the same and the Garden Home lot owner shall permit access during reasonable hours as may be necessary for the repair or maintenance of the fence.

(G) Each Garden Home lot shall be subject to a right of encroachment of up to twenty-four (24) inches from the adjacent lots solely for the overhang of roof eaves, gutters, or other related structures. Each lot shall be subject to a right of encroachment for the

repair or reconstruction of a dwelling and a valid easement shall exist for such encroachment so long as the property is subject to these restrictions.

(H) No building shall be located on any Garden Home lot nearer to the front lot line than the minimum building set back line shown on the subdivision plat. There shall be no minimum rear set back line; however, each dwelling constructed must submit a landscaping or fencing plan to the ARC for the purpose of securing the boundary between adjacent property owners. Each building will be constructed on a "zero" side lot line basis and the opposite lot line shall have a five (5) foot minimum side yard.

(I) Structural coverage on the total square footage of the lot shall not exceed seventy percent (70%) of the square footage of the lot without a variance being granted by the ARC. A variance of this requirement, minimum set back distance from interior and rear lot lines, may be granted by the ARC if it determines that the plans submitted are in conformance with the development plans and will not diminish the use or value of adjoining property.

To be deleted

Townhouse District

Repealed to cottages

(A) No building shall be erected, altered, placed, or permitted to remain on any Townhouse lot other than one detached single family dwelling and accessory building, which may include a detached private garage.

(B) No Townhouse residential building shall contain less than 1,500 square feet of living area, excluding attached garage, screened porch, covered patio or entry way provided that a variance not to exceed 15% of this minimum size restriction may be granted by the ARC upon its

determination that the plans as submitted are in conformity with the development. No Townhouse dwelling shall exceed three (3) stories in height.

(C) Each wall which is built as a part of the original construction of the townhouses upon the properties and placed on the dividing line between the Townhouses shall constitute a Party Wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of Alabama law regarding party walls and liability for property damage due to negligent or wilful acts or omissions shall apply thereto.

(D) The owners of each Townhouse, their heirs, successors and assigns, shall have the right to use each party wall jointly with the owners of contiguous Townhouses joined by a party wall, their heirs, successors and assigns.

(E) The costs of reasonable repair and maintenance of a party wall shall be shared by owners who have the right of the use of said wall in equal proportion to their right of use.

(F) Should a party wall at any time be damaged or destroyed by fire or other casualty while both adjoining owners have a right to use as aforesaid, the same shall be repaired or rebuilt at their joint and equal expense; provided, that this is without prejudice to the right of any such owner to call a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions, and without prejudice to the claim of any owner or party in interest for payment under any insurance policy.

(G) Notwithstanding any other provision of this Declaration, any owner who by his negligent or willful act causes the party wall to be

exposed to the elements shall bear the whole cost of restoring the wall to furnish necessary protection against such elements.

(H) The right of any owner to contribution from any other owner for the repair or rebuilding of a party wall shall run with and be appurtenant to the land, and cannot be terminated in any manner except by the joint agreement of the fee simple owners of both lots joined by a party wall.

(I) As Townhouses are constructed in the Townhouse District, an ingress and egress road will be constructed for the use of each Townhouse owner. This will be a road for the private use of the Townhouse residents in Block B and Block C. The owners do hereby grant an access easement for said road and agree that it shall become a common private road for the use of all Townhouse residents in said blocks. The owners further agree that this road may be accessed for the use of sanitary sewer, water, electrical, and garbage removal systems established on the property.

(J) In addition to a ten (10) foot utility and drainage easement on the front of the lots located in Blocks B and C, there is identified a certain area of the properties known as an access easement. It is contemplated that sidewalks and other appurtenant landscaping common to all lot owners will be established in this easement zone. There shall be a right of encroachment given to adjacent property owners and maintenance personnel to maintain improvements established in this zone.

(K) The owner of a Townhouse lot may attach walls, fences or other structures to the existing outside wall of the dwelling of the adjacent lot only with the prior written permission of the ARC.

(L) Lots 1-26, Block C and Lots 1-5, Block B cannot have access to South Englewood Drive. Lots 27, 28 and 29 of Block C cannot have access to Heard Drive.

(M) There is shown on the master plat of Jamestown Residential Community a thirty (30) foot buffer easement which runs behind the Townhouse lots located in Blocks B and C. This buffer easement adjoins a similar easement adjacent to Single Family lots located in Blocks D-F. It is intended that this easement be utilized as a permanent buffer zone between residences and the outside perimeter fencing. There will be established in this zone a natural trail to be used by all residents who desire to walk, jog or bike upon the trail. Each land owner covenants to cooperate with the Association in maintaining the natural integrity of this easement and to assist in enhancing its use as a common element. No trees or other vegetation located within this zone maybe trimmed or cut without prior approval by the ARC.

Single Family District

(A) No building shall be erected, altered, placed or permitted to remain on any Single Family lot other than one detached single family dwelling and accessory building, which may include a detached private garage.

(B) No Single Family residential building shall contain less than 2,500 square feet of living area, excluding attached garage, screened porch, covered patio or entry way provided that a variance not to exceed 15% of this minimum size restriction may be granted by the ARC upon its determination that the plans as submitted are in conformity with the development.

(C) No building will be erected nearer than forty (40) feet from the front lot line nor nearer than twenty (20) feet to any side or rear lot line provided that the ARC may grant a variance of this set back restriction upon its determination that the plans as submitted are in conformity with the development. Each lot line of a corner lot adjacent to a street should have a minimum thirty-five (35) foot set back on the street side of said corner. Lots 1 and 11 of Block F, Lots 5 and 22 of Block D and Lot 1 of Block E cannot have access to Jamestown Boulevard for the purpose of the construction of driveways or access areas.

(D) Lots 14, 15, 16, 17, 18, 19 and 20 of Block D and Lots 3, 4, 5, 6, and 7 of Block E adjoin a large utility and drainage easement common element which is intended to serve as a natural drainage basin and natural common area. From time to time under rainy conditions, this area will be subject to temporary flooding. The basin will drain in accordance with engineering data prepared by the engineering firm of Peters-Mitchell & Assoc. of Dothan, Alabama. Detailed drainage data may be obtained from that firm. Lot owners adjoining this area should carefully coordinate their building plans to insure construction above elevation 281.00 more fully identified on the plat of the Jamestown Residential Community. Lot owners agree to cooperate with the Association in maintaining and enhancing this common element.

(E) There is shown on the master plat of Jamestown Residential Community a thirty (30) foot buffer easement which runs behind the Townhouse lots located in Block B and C. This buffer easement adjoins a similar easement adjacent to Single Family lots located in Blocks D-F. It is intended that this easement be utilized as a permanent buffer zone between residences and the outside perimeter fencing. There will be

established in this zone a natural trail to be used by all residents who desire to walk, jog or bike upon the trail. Each land owner covenants to cooperate with the Association in maintaining the natural integrity of this easement and to assist in enhancing its use as a common element. No trees or other vegetation located within this zone may be trimmed or cut without prior approval by the ARC.

(F) All lot owners within the Jamestown Residential Community are required to become members of the Association. Upon the sale of the lot, each owner will be given a copy of association documents together with a copy of the Declaration of Covenants, Conditions and Restrictions. Each lot owner will be requested to sign an exit agreement after purchase of his lot affirming receipt of these documents and agreeing to the provisions of each document.

ARTICLE X

AMENDMENTS AND EXTENSIONS TO OTHER PROPERTY

1. Amendment by Declarant. Notwithstanding anything to the contrary contained in this Declaration, Declarant reserves unto itself, its successors and assigns for so long as Declarant is the owner of any undeveloped lot or unoccupied unit the sole right to:

- (A) Amend this Declaration for the purpose of curing any ambiguity in or inconsistency between the provisions set forth herein;
- (B) Amend this Declaration so as to modify, delete or add restrictions and limitations respecting the development and use of lots, tracts or units so long as such amendment shall conform to the general purposes and standards set forth therein;
- (C) Amend this Declaration for the purposes of designating

- (C) Amend this Declaration for the purposes of designating additional Common Area, provided that such property is (i) owned by Declarant, and (ii) is a portion of the property subject to this Declaration at the time such amendment is recorded.
- (D) Amend this Declaration for the purpose of submitting all or portions of the property described in Exhibit "A" to the terms and provisions of this Declaration. Such amendment may be accomplished by Declarant filing a statement in the public records of Houston County declaring all of the terms, covenants and restrictions of this Declaration, or so many thereof as Declarant shall determine, as being applicable to the property described in such amendment, specifically describing the property to which such terms, covenants, restrictions and conditions are to be applicable and specifically describing the common area, if any, therein, title to which shall pass to the Association upon the filing of such statement.
- (E) Amend or alter this Declaration or any part thereof in any other respect with the consent of a majority of the owners other than Declarant.

2. Amendment by Owners. Subject to the limitations set forth in Paragraphs 3 and 4, below, this Declaration may be amended by instrument executed by all of the owners and recorded among the public records of Houston County, Alabama, a copy of which shall be furnished to the Association.

3. Mortgagee's Rights Reserved. No amendment to this Declaration shall affect the lien of the holder of any mortgage lien of record prior

to such amendment without such Mortgagee's express written consent thereto and to the extent an amendment purports to affect such lien or the holder's rights in respect thereto, it shall be void and of no force and effect.

4. Limitation on Amendment. No amendment to this Declaration which modifies or purports to modify or affect in anyway the rights, duties and/or obligations of Declarant granted or reserved hereunder or which, in the reasonable judgment of Declarant, adversely affects any other portion, phase or aspect of the development of Jamestown Residential Community and to the extent an amendment purports to affect such rights, duties and/or obligations it shall be void and of no force and effect absent such consent.

ARTICLE XI

RESERVATIONS BY DECLARANT

1. Reservations for Development and Sale. Notwithstanding any provisions to the contrary contained in this Declaration, the Association's By-Laws or any Rules and Regulations published by the Association pursuant to the authority contained herein and in the Association's By-Laws, it shall be expressly permissible for the Declarant and for any public utility, private utility service company or residential construction contractor authorized by Declarant so to do, to maintain and carry on upon such portion of the Common Area as the Declarant may deem necessary, such facilities and activities as may be reasonably required, convenient or incidental to the development and sale of the lots and tracts and the construction and sale of residences thereon, including, but without limitation, business offices, material storage sites, signs, model units and sales offices. The right to

maintain and carry on such facilities and activities shall include specifically the right to use residences owned by Declarant as models and sales offices.

It is the intent of the Declarant to convey the Common Areas identified on the plat of Jamestown Residential Community to the Association when one hundred percent (100%) of the lots (including the second phase) are sold. After conveyance of the same, there is hereby specifically reserved to Declarant an easement for ingress, egress and use of the Common Area for the purposes herein expressed, which easement and right shall continue to exist in Declarant so long as Declarant is the owner of any unimproved lot or unimproved unit site in Jamestown Residential Community. The lake fronting Middlefield Drive in Jamestown Residential Community is a private lake owned by the Declarant, and the Declarant reserves all rights of utilization to the lake. The lake shall not be considered a Common Area for use by other lot owners.

2. Reservation of Right to Assign Rights. Declarant shall have the right at any time to assign any rights it may have under this Declaration to such other person or entity as it shall elect. No such assignment shall require the written consent of any owner or of the Association and, in the event any such is assigned, the Assignee shall assume all obligations of Declarant so assigned and Declarant, its officers, directors and stockholders shall thereupon be relieved of any and all obligation or liability with respect thereto.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Scope of the Development. Jamestown Residential Community is a part of a mixed use project being developed by Jamestown

Family Properties which is being constructed in three (3) phases. A detailed description of the project has been included in the association documents which will be given to each lot owner at closing. Application will be made through the proper city authorities for approval of this plan, and each lot owner is encouraged to review these plans and ask any questions prior to closing. It is the intent of the developer to complete the plan with minor modifications. Comments and suggestions are welcomed from each lot owner.

Section 2. Enforcement. 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.

Section 3. Severability. 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.

Section 4. Amendment. 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. 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 ²⁰¹¹ seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions may require the prior approval of the Federal Housing Administration or the Veterans Administration: Dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 1st day of March, 1991.

JAMESTOWN FAMILY PROPERTIES

BY: *James Johnson II*

Partner

Sharon Johnson

Partner

Sharon Johnson

Partner

STATE OF ALABAMA]

COUNTY OF HOUSTON]

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that the partners of Jamestown Family Properties, whose names are signed to the foregoing document and who are known to me, acknowledged before me on this day, that being informed of the contents of the document, they executed the same voluntarily.

Given under my hand and seal this 1st day of March, 1991.

Angelina Wade Turner

Notary Public

Prepared by:
J. Michael Conaway
Attorney at Law
Post Office Box 1631
2001 West Main Street
Dothan, Alabama 36302
Dothan Agent (205) 792-6752

DothanAR
Dothan Agent (205) 792-6752

STATE OF ALABAMA
HOUSTON COUNTY

174 470
Recorded In Above Book and Page
02/23/1996 03:58PM
Luke Cooley
Judge of Probate
Houston County

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, and RESTRICTIONS
JAMESTOWN RESIDENTIAL COMMUNITY

BE IT KNOWN THAT:

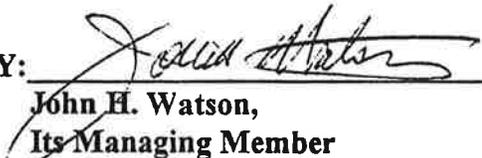
IN ACCORDANCE with Article X of the DECLARATION OF COVENANTS, CONDITIONS, and RESTRICTIONS of Jamestown Residential Community, ARTICLE IX, Section 1. (C) shall be and is amended to read as follows:

There shall be appurtenant to each dwelling a non-exclusive easement for use of all pipes, wires, cables, conduits, utility lines, flues and ducts serving such dwelling and situated in any other dwelling. Each dwelling shall be subject to an easement in favor of other dwellings for use of all pipes, wires, cables, conduits, utility lines, flues, and ducts situated in such dwelling and serving such other dwellings.

Each dwelling shall be subject to an easement in favor of any residential construction contractor who is constructing a house on a lot in the Jamestown Residential Community to use or encroach on any adjacent lots solely for the purpose of constructing a dwelling in accordance with this Declaration. Said easement shall exist until the residence is completed.

DONE this the 23rd day of February, 1996.

JAMESTOWN PROPERTIES, L.L.C.

BY: 
John H. Watson,
Its Managing Member

SPJ Fee	2.00
Recording Fee	3.50
TOTAL	5.50

To the members of JRCA

Article VIII Section 4 of Covenants, Conditions and Restrictions states: "No outside poles, masts, antennas or satellite dishes are permitted." John Watson, Managing Director, Jamestown Properties, L.L.C., has authorized waiving this restriction.

Satellite dishes may be permitted with the approval of the ARC using the following guidelines:

- the dish shall be no larger than 24" in diameter;**
- the dish shall be installed at the rear of the residence;**
- the dish shall be located in a position least likely to be visible from the street.**

10 June 2006

JHW/js

**GUIDELINES FOR FENCES AND WALLS AS PROVIDED BY THE
ARCHITECTURAL REVIEW COMMITTEE OF JAMESTOWN
RESIDENTIAL COMMUNITY (Adopted by ARC January 5, 2005)**

All fencing shall be approved by the Architectural Committee.

All fences and walls should abide by the guidelines as provided below. Any inconsiderately placed fence can box a neighbor in, destroy his or her view or detract from the overall image of the community. Fences should not block sight lines at roadways.

Any existing fences that are not in agreement with the guidelines of January 5, 2005 must be presented for review when such fence is replaced.

The finished side of fences must always face out from the lot toward the street. The fence framing should not be visible from the street.

Fences are to be constructed of wood or masonry or equivalent. Unacceptable fencing material includes chain-link, rough cut lumber and hogwire fencing.

No fence of any type will be erected on the front of any lot. No fence of any type will be erected in an easement area. No side yard fencing shall protrude past the front corner of the house or garage. Fencing is to be compatible in height with any connecting fence except where connecting to the perimeter fence which is eight feet high in most areas. A six feet high fence is recommended for privacy.

Homeowners with fences and gates should be aware of the amended Article IX of the Declaration of Covenants, Conditions and Restrictions of Jamestown Residential Community, which allows for the need of "next door" neighbors and/or builders to "encroach" from adjacent lots for the purpose of maintenance, repair or reconstruction of a dwelling and a valid easement shall exist for such encroachment so long as the property is subject to these restrictions.

Items required for plan review to be presented to the ARC shall include a site plan with house placement showing proposed fence position and a sample or picture of material to be used.