

**EXHIBIT "A"**

STATE OF ALABAMA)  
)  
COUNTY OF HOUSTON)

**Restrictive Covenants for the Fortner Field Estates**  
By: Alan Jimmerson and TaJauna Jimmerson

The following restrictive covenants run with each and every lot in Fortner Field Estates, a subdivision in Houston County. Exhibit "A" is attached to said real property on a permanent basis unless modified or released in writing by Alan Jimmerson and TaJauna Jimmerson or the survivor of them. Alan Jimmerson and TaJauna Jimmerson, or the survivor of them, have the exclusive authority to enforce any of the restrictive covenants herein, or any part thereof, at any time, and any adjacent or adjoining land owner, in whole or in part, of any restrictive covenants herein, may enforce the same and seek judicial relief, the restrictive covenants are as follows:

1. All lots shall be used only as residential lots, and shall not be subdivided. No structure, other than one single family dwelling, shall be erected, placed, or permitted to remain on any residential building lot other than a private detached garage or workshop of similar construction as the main residence, or a barn as hereinafter provided. More than one lot may be used for the erection of one single family dwelling.
2. No building of any type shall be erected within forty (40) feet to any side of any property line. Once construction begins on a dwelling it must be complete within twelve (12) months.
3. No residential dwelling with a ground floor area of the main structure, exclusive of one story open porches and garages, of less than two thousand (2000) square feet of heated and cooled area shall be permitted on any residential lot. Two-story structures must have a ground floor of not less than thirteen hundred (1300) square feet of heated and cooled area.

4. No mobile home, modular home, or manufactured home shall be located on the property at any time. All homes must be site built and proposed home plans shall be reviewed for approval by Alan and TaJauna Jimmerson.
5. The property is solely for residential structures and shall be used only for residential purposes, except a business may be operated that:
  - a. home based employees can not meet and park vehicles on the property
  - b. customers cannot go in and out of such property for business purposes.
  - c. no sign(s) shall be displayed on any lot except that of a real estate company or for sale by owner pertaining to that particular residence.
6. Each driveway is for the use and benefit of the property owner(s) and their guests only. Driveways cannot be used by adjoining property owners.
7. All swimming pools must be fenced with adequate security to prevent access from any unsupervised minor or person in need of supervision.
8. No exposed, open, inoperative, disabled, or abandoned vehicle(s) of any type shall be kept or maintained on said property at any time.
9. Horses are permitted but no more than one (1) horse per acre. No cows or other farm animals shall be allowed on any land parcel.
10. Any horse barn constructed on a lot shall have a ridge line or gable designed roof and shall be constructed of colored metal or wood materials similar to the residence on the lot, and shall not have galvanized or silver colored metal.
11. All dogs and cats, or any animal shall be tied, penned, or confined to the property. Any animal being a nuisance, in any public or private way, must be immediately removed from the property. Any animal litter or waste causing any stench, smell, or odor, which may be detected from other properties, must be immediately removed and disposed of properly.

12. Fences must be chain link, wood, or PVC plastic. Chicken wire, hog wire, barb wire, or electric fence wire may not be used. All fence lines must be maintained by property owner. This means wiring and/or planks must be kept neat and fencing shall not be in disrepair.
13. Alan Jimmerson and TaJauna Jimmerson, or the survivor of them, may at any time, establish a drainage easement five (5) feet in width along each side property line, and the rear property line. Alan Jimmerson and TaJauna Jimmerson, or the survivor of them shall have absolute judgement to establish such drainage easement(s), and the grantee(s) agree to such right, and will not interfere in any way whatsoever.
14. No lot shall be used as a dumping or storage ground for rubbish, trash, garbage, or any other waste material. Trash, garbage, or any other waste must be kept in sanitary containers and kept in sanitary condition.
15. No weeds, underbrush, or other unsightly growth shall be permitted to grow or remain upon any part of a lot. No refuse pile or unsightly object shall be allowed to be placed or suffered to remain upon any part of a lot.

GRANTEE(S) accepts title to the real property described in the attached deed with full and complete knowledge of the above restrictive covenants, and after having full and complete opportunity to read and understand the same. Should GRANTEE(S), or any successor Grantee(s), violate or fail to comply with any restrictive covenant herein, in any way, and litigation is necessary to enforce the same, or any portion thereof, then and in that event, such GRANTEE(S) or successor Grantee(s) agree to pay, and shall pay any and all legal expenses, including, but not limited to attorney fees, court costs, discovery costs, and the like.

DEED with Restrictive Covenants attached and included therein as a part of said deed accepted on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
WITNESS

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GRANTEE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
GRANTEE