

RESTRICTIONS TO VIEUX CARRE SUBDIVISION

The following minimum restrictions are placed on each and every lot in Vieux Carre, a subdivision in the City of Dothan, Houston County, Alabama, a map or plat of which is recorded in the Office of Probate of Houston County, Alabama, in Plat Book _____.

(1) All lots in the Subdivision shall be residential lots. No building or structure shall be erected, placed, or permitted to remain on any residential lot other than single family dwellings, not to exceed two and 1/2 (2 1/2) stories in height, including a private garage. No more than one (1) dwelling may be erected on any one numbered lot in the Subdivision.

(2) By these presents there is created an Architectural Control Committee initially chaired by Charles Paulk. It is to be the function of the Architectural Control Committee to consider and approve all proposed construction as to external design, location, changes and facade, outside wall covering, or any other external change in existing structures or fences. Failure of the Architectural Control Committee to approve any written proposed construction plan within forty-five (45) days of receiving such plans or proposals shall be deemed an approval of the proposal or requested plan by the Architectural Control Committee. No building or structure shall be erected, altered, placed or permitted to remain on a lot in the Subdivision unless and until the Architectural Control Committee has approved in writing the external design and location pursuant to this paragraph. In the event of death or resignation of one (1) of the above named members of the committee, the survivors shall appoint a replacement for such member of the committee. At such time as the developer has sold all of the lots in the subdivision the Architectural Control Committee may tender their resignation and their successors may be appointed by a majority vote of Vieux Carre's Home Owner's Association, an unincorporated association.

(3) No building shall be located any nearer than Thirty (30) feet to the front line or nearer than thirty (30) feet to the rear line or nearer than five (5) feet to the side lot line if the building is a detached single family dwelling.

(4) No noxious or offensive trade or activity shall be carried on upon a residential lot, and no activity shall be done on any lot which may be or which may become an annoyance or nuisance to the neighborhood.

(5) No trailer, 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.

(6) No building shall be permitted to be constructed on any lot within block "A" of the Subdivision with less than 2000 square feet heated area, block "B" of the Subdivision with less than 300 square feet heated area, block "C" of the Subdivision with less than 2000 square feet heated area, and block "D" of the Subdivision with less than 1800 square feet heated area on the ground floor.

(7) 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 one (1) sign of not more than five (5) square feet advertising a property for sale or rent or signs used by builders or contractors to advertise their property for sale during and after construction of residences.

(8) No animals, livestock or poultry of any kind shall be raised, bred, or kept on a lot, except that domestic dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

(9) No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the intersection of the street lines. No trees shall be permitted to remain within this area unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.

(10) If the parties hereto, or any of them, or any subsequent Subdivision lot owners, or their heirs or assigns, violate or attempt to violate any of the restrictions or covenants contained herein, it shall be lawful for any other person or persons owning any lots situated in the Subdivision to prosecute a suit at law or equity against the person or persons violating or attempting to violate these restrictions or covenants for the purpose of preventing them from violating or attempting to violate the covenants or restrictions, or to recover damages for such violations.

(11) There should be no discharge of firearms of any type within the Subdivision.

(12) All fences erected on the premises must have the written approval of the Architectural Control Committee prior to being erected.

(13) The sidewalks, driveways, and entrances must not be obstructed or encumbered or used for any purpose other than for ingress and egress to and from structures erected on lots.

(14) Lot owners shall not cause or permit any disturbing noise or objectionable odors to be produced upon or emanate from their property.

(15) Lot owners shall not keep or permit to be kept on their premises any flammable, combustible or explosive material, nor any chemical or such other dangerous substances.

(16) No wiring for electrical or telephone installation or for any other purpose, nor any television or radio antenna, machines, or window air conditioners shall be installed on the exterior of any structures placed on a lot, nor shall any similar improvements that protrude through the walls or roof of a structure be allowed except as may be expressly authorized by the Architectural Control Committee.

(17) Lot owners, tenants, and occupants shall exercise reasonable care to avoid making or permitting to be made, disturbing or objectionable noises and using or playing or permitting to be used or played musical instruments, radios, stereo systems, television sets, amplifiers, or any other such devices in a manner as may disturb or tend to disturb the owners, tenants or occupants of other structures or residences in the Subdivision.

(18) No storage building may be placed on any lot unless the location, design and construction as well as the exterior color of such building shall have been approved in writing by the Architectural Control Committee.

(19) No exterior clothes lines may be erected on any lot except collapsible or umbrella style clothes lines and such clothes lines must be located behind and in the rear of residential structures.

(20) No automotive repairs shall be performed on any vehicles except in enclosed garages.

(21) No mobile homes, boats, campers or trailers shall be parked outside or in front of a residential structure for any extended period of time unless they are parked or stored in the rear of such residential structures and are not visible from the street.

(22) No builder or contractor shall rent or lease any residential structure or other building to another individual.

(23) During the construction of a residential structure or other building, a builder or contractor shall be allowed an additional five (5) feet for scaffolding or other construction purposes over and across the adjacent lots if needed. The builder or contractor shall bear the cost of repairing any landscaping, fences, or other improvements on such adjacent lots should such builder or contractor avail himself of the use of adjacent property.

(24) No one shall erect a residential structure or outbuilding unless he or she is a licensed homebuilder in the City of Dothan, and the State of Alabama, and is approved by VP Developments, LLC.

(25) The covenants and restrictions contained herein are to run with the land and shall be binding on all parties or persons claiming ownership of lots located in Vieux Carre and shall continue to run with the land unless changed by seventy-five percent (75%) of the owners of all lots in the Subdivision, each lot being entitled to one (1) vote.

(26) Invalidation of any one (1) of these covenants shall not affect the validity of any other covenants, and those covenants not invalidated shall remain in full force and effect.

(27) By these present, and by accepting a deed or conveyance to a lot in the Subdivision, each lot owner shall become a member of the Vieux Carre Home Owner's Association, an unincorporated association and shall be bound by the terms and conditions set forth in the bylaws of the Vieux Carre Home Owner's Association, an unincorporated association, hereinafter called the Association. The Association is for the purpose of maintaining and beautifying the grass, shrubs, lights, and sprinkler system situated in the traffic median, which is centered in the entrance to the Subdivision. The functions of the Association, however, shall not be limited to such purpose, but may also include any purpose which may be approved by the members of the Association pursuant to the bylaws of the Association.