

TUSCANY VILLAGE

COVENANTS AND RESTRICTIONS

BLOCK A, LOTS 1 THRU 24

STATE OF ALABAMA
HOUSTON COUNTY

This declaration, made this 17th day of November, 2008, by M and M HOMEBUILDERS, L.L.C.

The intent of these covenants and restrictions is to keep the integrity of this neighborhood to the highest of standards; all lots sold will have to abide by these covenants and restrictions, once deed and ownership has changed from developer to new owner.

DEFINITIONS

ACC: Architectural Control Committee; A committee of two or more persons, which may include David Mauldin, his successors, or representative. The purpose of this committee is to review all lot improvements for conformance to the community design standards, before, during, and after completion of any improvement.

HOA: Homeowner's Association; Developer shall cause to be formed an association to be known as Tuscan Village Homeowner's Association, with the powers and duties as set forth below. Any purchaser of any lot in the subdivision is deemed to have consented specifically to this provision and does specifically agree to comply with the provisions as set out herein. Every owner of a lot in the subdivision shall be a member of the HOA, except that only 1 (one) membership shall be allowed per lot. Where lots are owned by more than 1 (one) owner, such

owners shall, by written instrument, designate 1 (one) of such owners to be the sole voting member.

HOA FEES: Monies deemed necessary for the maintenance and up keep of the common area of said subdivision, such as front gate, detention pond, security light, electric bill and water bill for common area. The owner of any lot by acceptance of a deed for such lot, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay any and all fees to the Developer, its successors and assigns, and/or the HOA, and agrees that such maintenance fees create a lien on the property. Fees shall start as soon as deed has been recorded in buyer's name. Fees will be paid to M and M Homebuilders until such time as an association has been formed. Fees will be \$120.00 (one hundred twenty dollars) or more per year. Fees shall be paid in advance, either monthly, quarterly, or annually. Late fee of \$5.00 (five dollars) will be added to every month that is late. Unpaid fees can and will be assessed to property deed.

GENERAL PROVISIONS

1. These covenants are to run with the land and be binding on all lots and persons claiming under them for a period of 25 (twenty five) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 (ten) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or part.
2. In the event any person or persons shall violate or attempt to violate any of the covenants herein, it shall be lawful for Developer, its successors and assigns, the homeowner's association, or any other person or persons owning real property situated in said subdivision, to prosecute any proceedings at law in or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violating or to recover damages.
3. Invalidation of any one of these covenants or any part thereof, by judgment or court order, shall in no way effect any of the other provisions that shall remain in full force and effect.

4. These restrictions may be amended at any time by an instrument in writing, signed by the then recorded (deed only) owners of a majority (majority being at a minimum of 2/3 recorded lot owners, each lot having only 1 (one) vote) of the lots in Tuscan Village Subdivision, which instrument must be filed and recorded in the office of the Probate of Houston County, Alabama. Each lot owner has to respond within 30 days of receiving certified mail notice, or their position to vote will be revoked.

PART A PREAMBLE

This indenture made and entered into by and between Tuscan Village and the purchaser or purchasers of lots or parcels of land in Tuscan Village Subdivision, a subdivision in the City of Dothan, Houston County, Alabama.

WHEREAS, Tuscan Village, has been platted and subdivided into lots and street as shown by the plat of said land recorded in Plat Book 12, Page 61, in the office of the Judge of Probate of Houston County, Alabama, and desires to place certain restrictions on the use of said property to size of dwelling, and other related matters, and in order to properly restrict said property do hereby covenant and agree as follows:

PART B AREA OF APPLICATION

B-1 FULLY PROTECTED RESIDENTIAL AREA: The residential area covenants in Part C in their entirety shall apply to all lots and common area of Tuscan Village.

PART C RESIDENTIAL AREA COVENANTS

C-1 LAND USE AND BUILDING TYPE: 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 house and one detached building, not to exceed 2 stories in height or a maximum of 35 feet above grade. The building plan, specifications, and plot plan must have prior approval from the Architectural Control Committee (ACC). For structures other than main building refer to C-2. All dwellings, houses, garages, and buildings must be completed, no longer than 6 (six) months from date permit was issued, and/or start date, whichever is first.

C-2 ARCHITECTURAL CONTROL: (HEREAFTER REFERRED TO AS ACC) Architectural Control Committee shall consist of David W. Mauldin and/or his assignees. No storage buildings, garages, or other structures may be built on the property until ACC has reviewed plans, specifications, and lot placement (location on lot). No building shall ever be closer than 5 feet to the property line. No other building, cabana, swimming pool, fences, walls, TV satellite dishes, basketball goals (no sport items are to be on the street or sidewalks), or any other structures shall be erected, placed, or altered on any lot in the subdivision until plans, material specifications, and plot plan showing location and design of such building or structures have been expressly approved as to the conformity and harmony of external design and location with existing structures in the subdivision, and as to the location of the building or other structures in respect to topography and finished ground elevation by the ACC. Approval shall be as provided in Part D.

C-3 SIZE AND QUALITY: It is the intention and purpose of the covenants to assure that all dwellings, and/or other structures shall be of a quality of workmanship and material substantially the same or better than that which can be produced on the date on which these covenants are recorded. The minimum heated and cooled area of the main structure, exclusive of porches, storage and garages, shall be 1,400 (fourteen hundred) sq. ft.

C-4 MATERIAL SPECIFICATIONS: Each building shall consist of at least 75% masonry products from top of footings to top plate line. Cement siding is acceptable (must be approved by ACC). All block shall be covered with brick or stone (unless ACC approved siding continues to footings). Vinyl and aluminum products can be used in gables, soffits, and porch indentions. All brick, stone, cement siding, and exterior paint colors must be approved by ACC. Roof pitch is to be no lower than 5/12 (five on twelve). Roof pitch of 4/12 (four on twelve) may be used only with written permission from ACC. Roof colors to be limited to shades of brown, gray, or black.

C-5 LANDSCAPING: The builder and/or lot owner shall plant at least 1 (One) tree (other than pine) of not less than 2 (two) inch caliper in front of each residence. Tree species will be shown on plans or approved by ACC at a later date prior to planting said tree. Yards must have grass planted in the entire front and side yards. All residences must have, and regularly use, an irrigation system to maintain the growth and greenery of all plants and grass that are seen from the street. Irrigation systems are to be adjusted so as to not spray sidewalks. Grass is to be kept at a height of no more than 4 (four) inches. All shrubs, bushes and plants shall be kept in a neat appearance. Drives, sidewalks, and curbs shall be kept edged. (No grass growing over the edge of said structures). Trash piles for yard clippings or other waste must be rotated or pad put in place to keep grass from dying. Pad for the above must be approved by ACC. Yards shall be kept in a neat and clean appearance. If driving any kind of vehicle to and from the back yard shall persist, then a concrete driveway must be installed from driveway or street to destination in back yard to prevent the killing of the grass. If parking on grass should be determined by ACC to be killing the grass, then parking there must be halted. See section C-19.

C-6 BUILDING LOCATION: No building shall be located on any lot nearer than 30 (thirty) feet to the front lot line, 30 (thirty) feet to the rear lot line, 30 (thirty) feet to any side street lot line; all lots will have a 5 (five) foot side lot line to one side and a minimum 10 (ten) foot side lot line to the opposite side of same lot. The intention of these side lines being different is to maintain a minimum distance of 15 (fifteen) feet between buildings. For the purpose of this covenant,

eaves and steps shall not be considered as part of the exterior, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another lot. Also, lots 1 (one) thru 14 (fourteen) have a special 25 (twenty five) feet undisturbed buffer area on the rear of the lots. Special exemptions could be granted only with written permission from the ACC, and must stay within city codes.

C-7 GARAGES: Each house shall have a minimum of a 2 (two) car garage. No carports will be allowed. Garage doors to be kept shut when garage is not in neat and orderly fashion.

C-8 EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. A 10 (ten) foot special easement on house side of curb is needed because of sidewalks. This will be 11 (eleven) feet behind sidewalk. Sidewalks cannot be blocked at any time.

C-9 NUISANCE: No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may become any annoyance or nuisance to the neighborhood.

C-10 BUILDING MATERIALS: No building materials of any kind or character shall be placed or stored on the property until the owner is ready to commence construction, and then such materials shall be placed within the property line of the lot or parcel of which the improvements are to be erected, and shall not be used for any other construction purposes.

C-11 STORAGE BUILDING, DETACHED GARAGE, OR OTHER LIKE BUILDING: No storage building, detached garage, or other like building shall be placed or erected upon any lot unless the same be constructed with the same kind of materials and workmanship as used to construct the main dwelling; and the design, construction, and location of such building shall be expressly approved by the ACC. No portable buildings are allowed.

C-12 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 5 (five) sq. ft. advertising that one lot or house for sale or for rent; except that residents may post garage/estate sale signs week of sale, but must promptly remove upon completion. Builders may place a sign of same size to advertise the property for sale during construction and sales period. No other signs may be placed in the neighborhood.

C-13 LIVESTOCK AND POULTRY: No animals (with the exception of household pets), livestock, or poultry of any kind shall be raised, bred or kept on any lot.

C-14 DISPOSAL OF REFUSE: No garbage, trash, ashes, refuse, inoperative vehicles (that have been inoperative for more than 30 (thirty) days) or other waste shall be thrown, or dumped on any lot or street in the subdivision as permitted to remain upon any such place. Vacant lots shall not be used as a dumping ground for any reason. Person or persons who violate this covenant will be charged for clean-up.

C-15 SIGHT DISTANCE AT INTERSECTION: No fence, wall edge, or shrub planting shall obstruct the view of roadway, for purposes of seeing traffic or pedestrians. All plants planted on right-of-way or utility easement shall have a clear view from 3 (three) ft. to 6 (six) ft. above finished elevation, and must be approved by the ACC. All plants must be maintained to these standards by the lot owner on whose lots, or adjacent rights-of-way, they are planted.

C-16 DRYING OF LAUNDRY: No structures or apparatus may be constructed for the outdoor drying of laundry or wash. No drying of laundry on any fence.

C-17 EXCAVATIONS: No excavating, except such as is necessary for the construction of improvements, shall be permitted. Any excavating must have written approval from the ACC.

C-18 FENCING: No fences shall be installed on any lot without written approval from the ACC. But in no case shall the fencing be closer to the front street than the rear wall of the house on whose lot the fence is installed. Any fencing installed must be done so with the smooth side of fence facing the outside. Materials accepted: pressure treated wood, composite, vinyl, brick, and stone.

Other materials may be approved by the ACC. The City of Dothan requires a permit before any fence can be installed. Any fence installed that has a drive thru gate to the back yard must also have a concrete drive from the street to the gate if such traffic is killing the grass. This will and must keep tracks from forming in the grass. All back property line fences shall be 6 (six) ft. high. A lot owner shall have rights to enter onto the adjacent lot for the purpose of maintaining their fence. However, they do not have the right to leave adjacent property in a lesser state than they found said property. Back fences, not built on property line, shall have a gate for the purpose of maintaining yard outside of fence.

C-19 RVs, TRAVEL TRAILERS, BOATS: No house trailers, travel trailers, motor homes or watercraft, are allowed to be parked in the street, but may be parked in driveway for no more than 48 (forty eight) hours. RVs parked in back yard must not be seen from the street or from the neighbor's yard. A garage that matches the house may be built to park RVs in; however, they are to follow the guidelines of section C-11 (eleven) and must have roll-up doors to conceal any units inside. Boats may be kept in back yard only if concealed and out of site from the street. Boats kept in back yards must be behind a fenced in back yard. No RV of any kind may be used for temporary or permanent residence while in Tuscany Village.

C-20 OIL AND MINING OPERATIONS: No oil drilling, oil development operations of any kind shall be permitted upon any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil, natural gas, water or any other items found below grade shall be erected, maintained or permitted upon any lot. No windmill of any kind shall be permitted.

C-21 PETS: No pets of any kind shall be bred for commercial purposes. Pets shall not be a nuisance to your neighbors, including excessive barking. Pets must be on a leash, if not in back yard. All waste from pets must be disposed of properly.

C-22 COMMERCIAL VEHICLES: No commercial vehicles shall be parked in the street. No commercial trailers shall be allowed to be parked in street or yards. No trucks bigger than 3 (three) axles shall be permitted (with an exception for

maintenance work being performed on a daily basis). New construction work will be excluded from this section.

C-23 SEASONAL AND HOLIDAY DECORATIONS: All seasonal decorations must be removed no later than 14 (fourteen) days after said holiday or season.

C-24 PORTABLE STORAGE: Short term only. For the purpose of moving in or out only, and must not stay more than 6 (six) consecutive days.

C-25 OUTSIDE MAINTENANCE: The outside of all buildings must be kept in a neat and clean appearance. Buildings must be washed if needed, painted if needed, and any maintenance needed must be performed to keep outside appearance at a high standard. Roofs must be replaced when needed. See section C-5. The purpose of this section and related sections is to keep the subdivision in a clean and neat state; this will preserve property values and sales prices (new and existing), and will make for an even appearance throughout the subdivision.

C-26 TRASH CANS: Trash cans must be kept out of site from street. Trash cans may be put out to street the night before trash pickup, but must be taken in same day as pickup service.

C-27 DETENTION POND AND FRONT GATE: The homeowner's association shall maintain the detention pond and front entrance. Grass cutting, sprinkler system, electric payment, and associated cost will be paid out of HOA. Detention pond for Tuscany Village is located on adjacent property, but is still the responsibility of Tuscany Village HOA and residents.

C-28 HOMEOWNER'S ASSOCIATION: A homeowner's association shall be formed. Due to the City of Dothan guidelines on detention ponds, the reason to have a HOA has become necessary; the pond must be mowed and maintained by the residents of the neighborhood, and the entrance for Tuscany Village must also have monies to provide for its maintenance. Street light electric bills have to be paid to Alabama Power, since these lights are not furnished by the city. Street lights may not be in each front yard, but each resident of Tuscany Village will be responsible for a pro-rata share of the power bill as part of the HOA dues. Dues will be paid in monthly, quarterly, or annual installments. Dues will be paid to M

and M Homebuilders until such time an association can be created. All residents are encouraged to take part in the neighborhood HOA, not only in dues but in the management as well. Dues not paid can and will be assessed to all lot owners. Legal action can and will be taken to collect any and all dues not paid, and all costs associated with collection shall be the responsibility of the owner in default.

C-29 COMMON AREA: Any damage to the common areas, front entrance, detention pond, sidewalks, street lights or any other common area, shall be repaired at the expense of the lot owner and/or party who caused the damage.

C-30 SWIMMING POOLS: Before any pool is installed, the plans and specifications must be approved by the ACC, and said homeowner must receive written permission from ACC. The City of Dothan requires a permit before construction can commence. No pool will be built without a fence in place. A temporary fence must be in place during the construction of any pool. All pools must be kept in a clean and neat manner; they are not to be left in disarray, so as to become a nuisance to the neighborhood. Above-ground pools will only be allowed if they are no taller than 18 (eighteen) inches in height and 12 (twelve) feet in diameter, must be kept in the back yard within a fenced area, must be maintained, and only erected during the swimming season.

C-31 OUTSIDE MAINTENANCE: All outside work must be performed only during the hours of 7:00am to 6:00pm. No construction work shall take place on Sunday.

C-32 CISTERN: Any and all water collection systems must be maintained to the highest of standards. Safety is an issue; there must be a closed system to prevent the accidental entrance of people and pets. Insects shall not be allowed to breed in these systems.


David Mauldin

Recording Fee 38.00
TOTAL 38.00

 original David Mauldin
Dothan Agent Resources