

JUN 6 10 57 AM '88

SUBDIVISION RESTRICTIONS

FILED-STATE OF ALA.  
HOUSTON COUNTY  
R.J. STEHRIDGE  
JUDGE OF PROBATE

STATE OF ALABAMA  
COUNTY OF HOUSTON

PART "A" - PREAMBLE

WHEREAS, Jimmy D. Hatfield and Gelane Hatfield, is the owner of the property located in Houston County, Alabama, described in and as Stratford Place Subdivision, a Subdivision in the City of Dothan, Alabama, a map or plat of which is recorded in the office of the Judge of Probate of Houston County, Alabama in Plat Book 8, Page 445.

WHEREAS, the said Jimmy D. Hatfield and Gelane Hatfield, desiring to restrict the use of all of said real property for its benefit in present and further sales and developments, does hereby restrict the use of said property in the following particulars, to-wit:

PART "B" - AREA OF APPLICATION

B-1. Fully-Protected Residential Area. The residential area covenants to Part C shall, in their entirety, apply to all areas of the property and lots described in Stratford Place Subdivision in The City of Dothan, Alabama, a map or plat of which is recorded in the office of Judge of Probate of Houston County, Alabama, in Plat Book \_\_\_\_\_ Page.

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 detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not less than two cars.

C-2. Architectural Control. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line shown on the subdivision plat or survey of the property described in Exhibit "A" unless similarly approved. Approval shall be as provided in Part D.

C-3. Dwelling Size. The ground floor area of the main structure, exclusive of open porches, terraces, carports and garages, shall be not less than 1,800 square feet for a one story dwelling. In the case of a two story dwelling, said dwelling shall contain a minimum of 2,000 square feet, exclusive of open porches, terraces, carports and garages.

C-4. Building Location. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on said subdivision plat. In any event, no building shall be located on any lot nearer than 35 feet to the front line, or nearer than 35 feet to any side street line. Otherwise, all setback requirements and locations of dwellings shall be governed by The City of Dothan, Alabama zoning ordinance in effect of the date of the recording of these restrictions. No dwelling shall be located on any interior lot nearer than 40 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

C-5. Lot Area and Width. No dwelling shall be erected or placed on any lot having a width of less than that shown on the recorded plat hereof.

C-6. Easements. Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved as shown as the recorded plat hereof. The granting of this easement or right of access shall not prevent the use of the area by the owner for any permitted purpose except for buildings. A right of pedestrian access by way of a driveway or open lawn area shall also be granted on each lot, from the front lot line to the rear

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lot line, to any utility company having an installation in the easement.

C-7. Nuisances. No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

C-8. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

C-9. Signs. No sign of any kind shall be displayed to the public view on any lot except a professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sales period.

C-10. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

C-11. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept or maintained as personal pets.

C-12. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

C-13. Sewage Disposal. No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authority.

C-14. Sight Distance at Intersections. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of the street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

#### PART D - ARCHITECTURAL CONTROL COMMITTEE

D-1. Membership. The architectural control committee is composed of Jimmy Hatfield and Gelane Hatfield, all of Dothan, Alabama. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly reported written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

D-2. Procedure. The committee's approval or disapproval as required in these covenants shall be writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART E - GENERAL PROVISIONS

E-1. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

E-2. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

E-3. Severability. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said Jimmy D. Hatfield and Gelane Hatfield, have caused their names to be signed hereto on this the 10<sup>th</sup> day of July, 1988.

*Jimmy D. Hatfield*  
JIMMY D. HATFIELD  
*Gelane Hatfield*  
GELANE HATFIELD

STATE OF ALABAMA  
COUNTY OF HOUSTON

I, the undersigned a Notary Public in and for said County, and in said State, hereby certify that Jimmy D. Hatfield and Gelane Hatfield whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument they executed the same voluntarily on the day the same bears date.

Given under my hand this the 10<sup>th</sup> day of July, 1988.

*Doris L. Smith*  
NOTARY PUBLIC

My Commission expires: MY COMMISSION EXPIRES 2-28-1991



200  
7/25/88  
950

Filed this 6 day of July 1988 at 10:57 AM M.S. 1108 Misc. Tax.  
\$            Deed Tax Paid, Recorded 1108 Book 108 Page 33  
R. Q. Stambaugh, Judge of Probate No. 4709  
HOUSTON COUNTY, ALABAMA

Mr. 6 10 57 AM '88  
FILED  
HOUSTON COUNTY, ALABAMA  
R. Q. STAMBAUGH  
JUDGE OF PROBATE

*Rt Carter, Hall + Stover*

ADDENDUM TO FINAL PLAT FOR STRATFORD PLACE

Comes now the undersigned owners and amend and correct that certain Final Plat for Stratford Place recorded in Plat Book 8, Page 45, in the Office of the Judge of Probate of Houston County, Alabama, as follows:

By deleting the Owner's Certification as shown on said Plat and in its place and stead substituting the following Owner's Certification:

"OWNER'S CERTIFICATION:  
STATE OF ALABAMA, COUNTY OF HOUSTON

THE UNDERSIGNEDS CERTIFY THAT THEY ARE THE OWNERS OF THE LAND SHOWN ON THIS PLAT AND ACKNOWLEDGE THIS PLAT AND ALLOTMENT TO BE THEIR FREE ACT AND DEED AND DEDICATE TO PUBLIC USE FOREVER ALL AREAS SHOWN OR INDICATED ON THIS PLAT AS STREETS, ALLEYS, EASEMENTS, OR PARKS."

DATED: 6/16/88

Aug 18 3 22 PM '88  
FILED IN ALA.  
HOUSTON COUNTY  
JUDGE OF PROBATE

Jimmy Hatfield  
JIMMY HATFIELD, Owner  
Gelane Hatfield  
GELANE HATFIELD, Owner  
Charles Barker  
CHARLES BARKER, Owner  
Audria Barker  
AUDRIA BARKER, Owner  
Benjamin Foy Empfinger  
BENJAMIN FOY EMPFINGER, Owner  
Silvia Denise Empfinger  
SILVIA DENISE EMPFINGER, Owner

STATE OF ALABAMA  
HOUSTON COUNTY.

I, the undersigned authority, a Notary Public in and for said County and State, do hereby certify that Jimmy Hatfield and Gelane Hatfield, whose names are signed to the foregoing Certification and who are known to me, acknowledged before me on this date, that, being informed of the contents of said Certification, they executed the same voluntarily on the day same bears date.

Given under my hand this 16 day of August, 1988.

Emoree Bundeskiel  
ROTARY PUBLIC  
Emoree Bundeskiel  
AUG 18 1988

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STATE OF ALABAMA  
HOUSTON COUNTY.

I, the undersigned authority, a Notary Public in and for said County and State, do hereby certify that Charles Barker and Audria Barker, whose names are signed to the foregoing Certification and who are known to me, acknowledged before me on this date, that, being informed of the contents of said Certification, they executed the same voluntarily on the day same bears date.

Given under my hand this 16<sup>th</sup> day of August, 1988.

Enoree Burdeshaw  
NOTARY PUBLIC Appointed 12/16/90

STATE OF ALABAMA  
HOUSTON COUNTY.

I, the undersigned authority, a Notary Public in and for said County and State, do hereby certify that Benjamin Foy Enfinger and Silvia Denise Enfinger, whose names are signed to the foregoing Certification and who are known to me, acknowledged before me on this date, that, being informed of the contents of said Certification, they executed the same voluntarily on the day same bears date.

Given under my hand this 17<sup>th</sup> day of August, 1988.

Mirna H. Guide  
NOTARY PUBLIC Exp date 10/30/89

Aug 18 3 22 PM '88  
FILED  
HOUSTON COUNTY  
ALABAMA  
JUGES

NOTARY PUBLIC

200  
7/23  
7/23/88

Filed this 18 day of Aug 19 88 at 3:22 PM M. S.        Mtz. Trx.  
Dred Tax Paid, Recorded        Book        Page         
P. J. Stemburg Judge of Probate No. 7049  
HOUSTON COUNTY, ALABAMA

Carter, Hall & Spence