

RESTRICTIONS FOR CRESTWOOD VILLAGE SUBDIVISION,

STATE OF ALABAMA

HOUSTON COUNTY

MISC 217 83
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Luke Cooley
Judge of Probate
Houston County, Alabama

PART A – PREAMBLE:

This indenture made and entered into by and between Crestwood Village, a limited liability corporation, and the purchaser or purchasers of lots or parcels of land in Crestwood Village Subdivision, a Subdivision in the City of Dothan, Houston County, Alabama, witnesseth:

WHEREAS, Crestwood Village, a limited liability corporation, has had platted and subdivided into lots and streets as shown by the plat of said land recorded in Plat Book 11, Page 36, in the office of the Judge of Probate of Houston County, Alabama, and desires to place certain restrictions on the use of said property as 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 the entire subdivision

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 building, not to exceed 2 stories in height. The building plan and plot plan must have prior approval from the Architectural Control Committee. For structures other than main building refer to C-2.

C-2 Architectural Control: No storage buildings are to be allowed unless they are out of view from the street in front of the building, and they are made of similar construction as the building. No other type building, cabana, swimming pool, fences, walls, TV satellite dishes, basketball goals, clotheslines, or any other structure shall be erected, placed or altered on any lot in the subdivision until the plans, material specifications and plot plan showing the location and design of such buildings or structures have been expressly approved as to conformity and harmony of external design and location with existing structures in the subdivision and as to location of the buildings or other structures

in respect to topography and finished ground elevation by the Architectural Control Committee. 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 shall be of a quality of workmanship and material substantially the same or better than that which can be produced on the date of these covenants are recorded. The heated and cooled area of the main structure, exclusive of porches and garages shall be not less than 1350 sq. feet for lots 4 through 84 , BLK. A, and lots 4 through 16 BLK. B. For lots 1 through 3 BLK. A and 1 through 3 BLK - B, the minimum area will be 1500 sq. feet.

C-4 Material Specifications: Each building shall consist of at least 80% brick veneer for exterior wall coverings. The front, sides, & rear elevation must be brick from bottom plate line to top plate line. Indention for porch areas, etc., are excluded. No roof pitch is to be lower than 5/12 pitch. Roofing colors are to be limited to shades of brown, gray and black. The brick used must be from the following manufacturers: From Boral Brick: Mt. Vernon, Old Overton, Annapolis, Wellington, Homewood, and Woodward. From Henry Brick: Old Virginian. Any other brick must be approved in advance by the Architectural Control Committee.

C-5 Landscaping: The purchaser shall plant and maintain four (4) hardwood trees of not less than a 2" caliper. The trees may be oak, maple or elm. Two will be placed in the front yard and two will be placed in the back yard.

C-6 Building Location: No building shall be located on any lot nearer than 30 feet to the front lot line, 30 feet to any side street line, 4 feet to any interior lot line, or 30 feet to any rear lot line. For the purpose of this covenant, eaves, steps, and fireplace chases shall not be considered as a part of an interior, provided, however, that this shall not be construed to permit any portion of a building or a lot to encroach upon another lot. Also, lots 1-16 Block B and lots 1-3 Block A have a special 30' undisturbed buffer area on rear of lots.

C-7 Garages: Each house shall have a minimum of a one car garage. No carports are allowed.

C-8 Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

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 Temporary Buildings: No building materials of any kind or character shall be placed or stored on the property until the owner is ready to commence improvements, and then such material or temporary building shall be placed within the property line of the lot or parcel of and upon which the improvements are to be erected and shall not be used

for other than construction purposes; and expressly, such temporary structure or buildings shall not be used for residential or sales office purposes either during construction or within one year after such material or temporary building was placed thereon, whichever is sooner.

C-11 Storage Buildings: No storage building shall be erected or placed upon any lot unless the same be constructed with the same kinds of materials and workmanship as used in the main dwelling; and the design, construction, and location of such building shall be expressly approved by the Architectural Control Committee. No portable storage buildings are allowed.

C-12 Signs: No sign of any kind shall be displayed to the public view on any lot except on a professional sign of not more than five square feet advertising the property for sale or rent, or one sign used by a builder to advertise the property during the construction and sales period.

C-13 Livestock and Poultry: No animals, 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 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. All incinerators or other equipment for the storage of, or disposal of such material shall be kept in a clean and sanitary condition.

C-15 Sight Distance at Intersection: No fence, wall edge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways section of a street property line with the edge of a driveway. No trees shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such lines.

C-16 Drying of Laundry: No structures or apparatus may be constructed for the outdoor drying of laundry or wash.

C-17 Excavations: No excavating, except such as is necessary for the construction of improvements, shall be permitted.

C-18 Fencing: No fences shall be installed on any lot without written approval of the Architectural Committee, but in no case shall the fencing be closer to the front street than the rear wall of the house. Any wall visible to the street must be of wood, with the good side facing out.

C-19 House and Travel Trailers: No house trailers, travel trailers or motor homes are allowed in the subdivision.

C-20 Oil and Mining Operations: No oil drilling, oil development 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.

PART D – ARCHITECTURAL CONTROL COMMITTEE:

D-1 Membership: The Architectural Control Committee is composed of Charles H. Chapman, III and John Watson, both of Dothan, Alabama. Either committee member may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining member 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.

D-2 Procedure: The Committee's approval or disapproval as required in the covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty 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.

D-3 Term: The powers and duties of the members of the Architectural Control committee shall cease on or after December 31, 2023. Thereafter the approval described in these covenants is executed by the then recorded owners of a majority of lots in the subdivision and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers previously exercised and given herein to the Architectural Control Committee.

PART E – GENERAL PROVISION:

E-1 Term of Restriction: These covenants and restrictions are to run with the land, and shall be a part of all deeds and contracts or conveyances of any and all lots in this subdivision and shall be binding on all parties and all persons claiming under them until December 31, 2023, at which time said covenants and restrictions shall terminate. They may be extended for additional successive periods of ten years by written and recorded agreement of a majority of the record owners on December 31, 2023, and each successive ten year anniversary date thereafter.

E-2 Proceedings Against Violators: If any owner, tenant or occupant of this subdivision shall violate or attempt to violate any of these covenants and restrictions while in force and effect, it shall be lawful for any other person or persons having any

ownership interest in any other lot in the subdivision to prosecute any proceedings at law or in equity against any person violating or attempting to violate such covenants and restrictions and either to prevent them from doing so or to recover damages for such violations. In no event and under no circumstances shall a violator of any covenant or restriction herein contained work a forfeiture of reverter to title.

E-3 Invalidation of any Covenants: Invalidation of any of these covenants or restrictions by judgment or court shall in no way affect any other provision which shall remain in full force and effect.

E-4 Attorney Fees and Court Costs: If the party attempting to enforce these restrictions shall prevail in any proceeding at law or at equity, such party shall be entitled to recover reasonable attorney fees and court costs, which will be assessed against the party which is found to be in violation of such restrictions.

E-5 Abatement or Removal of Violations: Violation of any restrictions or covenant, except such violations as have been waived by failure to take action as provided in paragraph 2 herein, shall give Crestwood Village, a limited liability corporation, or its duly designated representative, the right to enter upon the property where such violations exist and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed as trespass.

E-6 Deed Restrictions: Crestwood Village, a limited liability corporation, its successors, or its designated representative, may make other restrictions applicable to each homesite by appropriate provision in the contract for deed or any deed without otherwise modifying the general plan herein outlined, and such other restrictions shall inure to the benefit of other owners of homesites in the subdivision and shall bind the grantees and their respective heirs, successors, or transferees in the same manner as though they had been expressed herein.

E-7 Property Owners Organization: The developer of this subdivision, Crestwood Village, may cause to be organized a non-profit corporation of property owners to provide an effective means to obtain an adherence to these protective covenants and as a device for maintaining the character and long range value of this development. If such corporation is started is started, the Architectural Control Committee and/or Crestwood Village may transfer some or all of its duties hereunder to such corporation.

Done this the 8th day of MAY, 2003

CRESTWOOD VILLAGE
AN ALABAMA LIMITED LIABILITY
CORPORATION

BY:

Charles H. Chapman, III

Ret:
Charles Chapman
P O Drawer 220
Dothan, AL 36302
DothanAR
Dothan Agent Resources

Recording Fee 23.00
TOTAL 23.00