

RESTRICTIONS FOR DEER VALLEY SUBDIVISION

STATE OF ALABAMA HOUSTON COUNTY

PART A - PREAMBLE AND PURPOSE:

This indenture made and entered into by and between Deer Valley Developers and the purchaser or purchasers of lots or parcels of land in Deer Valley Subdivision, a Subdivision in the City of Dothan, Houston County, Alabama. Witnesseth:

WHEREAS Deer Valley Developers has had platted and subdivided into the lots and streets as shown by the plat of said land recorded in Plat Book 10, Page 60, in the Office of the Judge of Probate of Houston County, Alabama, and desire to place certain minimum 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 APPLICATIONS:

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 single family dwelling not to exceed two and one-half stories in height; however, more than one lot may be used for the erection of one single family dwelling. For structures other than main building, refer to C-2.
- C-2 Architectural Control: No main building, storage 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 dwelling shall be of a quality of workmanship and material substantially the same or better than that which can be produced on the date these covenants are recorded. The heated and cooled area of the main structure, exclusive of porches and garages shall be not less than 1,150 square feet on all 50' wide lots and 1,400 square feet on all 85' wide lots. One and one-half or two story structures shall have a ground floor area of at least sixty (60%) per cent of the total square footage allocated for the structure. All homes are to be properly landscaped with shrubbery and sod within 30 days of completion of the home. All yards are to be sodded completely in the front and side yards, rear yards can be covered with "sprigging" from the rear of the home to the rear property line. The front elevations only of all homes are to be composed of a minimum of 50% brick. 50% brick or equivalent brick on other parts of exterior of home. *scu*
- C-4 Building Location: No building shall be located on any lot nearer than 30 feet to the front lot lines, 30 feet to any side street line, 10 feet to any interior lot lines, or 35 feet to any rear lot line except for Lots 1-17 Block "E" and Lots 1-17 Block "D" where no building shall be located on any lot nearer than 30 feet to the front line, 30 feet to any side street line, 5 feet to any interior lot line, or 35 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 a building, provided, however, that this shall not be constructed to permit any portion of a building or a lot to encroach upon another lot.
- C-5 Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
- C-6 Nuisance: No noxious or offensive activities shall be carried on upon lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood.
- C-7 Temporary Buildings: No trailer, basement, tent, garage or other out building 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. No building materials or temporary buildings 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 land upon which the improvements are to be erected and shall not be placed in the streets or between the street and the property lines; and any such temporary building or

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- C-21 On Street Parking: The street shall not be used for parking any vehicle on a regular basis.
- C-22 Lot Clearing: No removal of trees shall be permitted on any lot without approval by the Architectural Control Committee.

PART D - ARCHITECTURAL CONTROL COMMITTEE:

- D-1 Membership: The Architectural Control Committee is composed of Mark J. Dennis, and Tom A. West, III, 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 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.
- D-2 Procedure: All requests for approval shall be submitted in writing to the Committee. 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, 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, 2024. 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 Restrictions: These covenants and restrictions are to run with the land, and shall be 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, 2024, 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, 2024, 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 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 revert to title.
- E-3 Invalidation of any Covenants: Invalidation of any of these covenants or restrictions by judgment or restrictions by judgment or court order 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: Violations 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 Deer Valley Developers, 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: Deer Valley Developers, a general partnership, its successors, or its designated representative, may make other restrictions applicable to each home site by appropriate provision in the contract for deed or in any deed without otherwise modifying the general plan herein outlines, and such other restrictions shall insure to the benefit of other owners of home sites 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.