

Houston County
Dothan, Alabama

RESTRICTIVE COVENANTS

VERITAS VILLAS SUBDIVISION

The following minimum restrictions are placed on each and every lot in the Veritas Villas Subdivision, a subdivision in Houston County, Alabama in Plat Book Page.

PREAMBLE

This indenture made and entered into by and between Veritas Villas Homeowners Association, a non-profit organization for Veritas Villas homeowners in the Veritas Villas Subdivision in Houston County, Alabama, and its future lot and homeowners.

WHEREAS, G. & L Properties, L.L.C., d/b/a Premier Property & Development Group, a Limited Liability Company, has platted and subdivided into lots and streets as shown on the plat of said land and desires to properly restrict the use of said property as to size of dwelling, and other related matters, Veritas Villas Homeowners Association does hereby covenant and agree to the following:

A ~ AREA OF APPLICATION:

A ~ 1 Fully Protected Residential Area: The residential area covenants in Part B in their entirety shall apply to the entire subdivision.

B ~ RESIDENTIAL AREA COVENANTS:

B ~ 1 Land Use and Building Type: All lots in the tract shall be known, described and used only as residential lots. No structure, other than one (1) residential home, shall be erected, altered, placed or permitted to remain on any one residential building lot. Each residence will have a double car garage. More than one lot may be used for the erection of one-single family dwelling.

- B ~ 2 Land Use Building Location:** All lots must have a minimum 20 foot front set back, a zero left side set back of each property (facing the front of the structure from the street), a minimum 8 foot set back on the right hand side of each property and a minimum 15 foot rear set back from the rear Property line.
- **** On a standard 50' x 100' lot, this could create a maximum building area on the 1st floor of 42' wide x 65' deep (2,730 square feet less the area for an oversized double garage of approximately 22' x 22', or 484 less square feet for a net maximum on a standard lot of approximately 2,246 square feet). For the purpose of this covenant, eaves, steps, and fireplace chases shall not be considered as a part of the home, provided, however, that this shall not be constructed to permit any portion of a building or lot to encroach upon another lot or any setback limitation.
- B ~ 3 Architectural Review Committee:** The committee will charge a fee of \$50.00 per submission and approval or disapproval of plans for every home to be built in *VERITAS VILLAS SUBDIVISION*. This fee is to cover the cost of review for the particular home/lot being submitted as well as homes surrounding particular submission, etc, and in keeping with aesthetic value of the subdivision.
- B ~ 4 Architectural Control:** No main building, storage building, cabana, swimming pool, fences, walls, TV satellite dishes, (except dishes 18 inches or less in diameter), basketball goals, clotheslines, etc. or an other structures shall be created, placed or altered on any lot in the subdivision until the plans, material specifications and plot plan showing the location and design of such building or structures have been expressly approved for conformity and harmony of the external design and location with the 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 Review Committee.
- **** Roof pitches are to be minimum of 7/12. All residences are to Face Veritas Drive.
- B ~ 5 Construction Material:** House exteriors may be constructed of brick, hardy plank, stone, stucco, or dry-vit. The only vinyl allowed will be for the eaves and soffit of the house.
- ****House must be constructed on the lot **FROM THE FOUNDATION UP.**
- ****The first eight (8) foot of each double driveway (that area from the street for eight (8) foot towards the house) **IS TO BE DECORATED** in a similar manner as the "Brick Pavers" look/design as the entrance of *VERITAS VILLAS*.

****REAR YARD PRIVACY FENCING** is to be six foot high (staggered; no gaps between slats) on each and every lot completely and continuously around the entire back and sides of *VERITAS VILLAS*, and in the rear of six interior lots of *VERITAS VILLAS*. However, on lots 17-21, the fencing must be eight feet high. As a minimum, **FENCES** shall be made of **WOOD PRIVACY FENCING**. The **BUILDING CONTRACTOR** is responsible for installing such privacy fencing prior to any home completion. **NO FENCES** will be permitted in the front or front half of any home. Furthermore, on lots 1, 21, 23, 24, and 25, where the rear (or side) of the **FENCE** is up against the wrought iron and brick fencing on Main Street, there must be a minimum gap of five feet between the two fences to allow maintenance crews access to maintain that portion of yard/grass.

****No house shall have any CONCRETE BLOCK** retainer walls unless made completely of the decorative nature and installed properly with the approval of the Architectural Review Committee.

****Absolutely NO ABOVE GROUND POOLS** will be permitted.

****SHINGLES** are to be of an asphalt material unless approved in writing by the Architectural Review Committee. No white roofing of any material will be permitted.

****EXTERIOR COLORS.** With concern for increase value to all residents of *VERITAS VILLAS*, it is recommended that **NO LOUD** or **VIBRANT COLORS** be incorporated on the exterior of any structure in the subdivision.

****The subdivision will have MAILBOXES** of like design shared by at least two residences per mailbox stand where practical. The purchaser of the lot will be responsible for purchasing and installing said **MAILBOX** from the Developer or the Architectural Review Committee at completion of home.

****SCREEN DOORS** shall not be used on the front side of any dwelling. Approval or disapproval by the Architectural Review Committee as required in these covenants shall be in writing. In the event that the Architectural Review Committee fails to approve or disapprove any item within 30 days after the plans and specifications have been submitted to them, or in any event, if no suit to enjoin the construction, then the application will be considered **DISAPPROVED**, and a revised application will need to be re-submitted to the Architectural Review Committee for approval. Every effort will be made for an approval.

B ~ 6 Owner Responsible for Privacy Fence:

- A) Can not be removed without Association permission
- B) Must be kept in good repair
- C) Cannot be painted or stained without Association permission

B ~ 7 Brick Fence:

- A) Cannot be removed or altered in any way, without written consent of Homeowners Association.
- B) If owner adds a privacy fence, it must be at least 5' from existing brick fence (see Section B-5)

B ~ 8 Easements: Easements for installation and maintenance of utilities, sewer, and drainage facilities are reserved as shown on the recorded plat. Within these easements, no home, structure, planting or other material shall be placed or permitted to remain which will damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow channels in the easements. The easement area of each lot will be maintained in the same manner (by the maintenance crew hired by the homeowners association) as all lots in *VERITAS VILLAS SUBDIVISION*.

B ~ 9 Lawn Sprinklers:

- A) Will be required on ALL lots within the Subdivision.

B ~ 10 Grounds Maintenance: See Section D.

B ~ 11 Nuisance: No noxious or offensive trade or activity shall be carried on upon any residential lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
****No trailer trucks shall be parked on the roads or properties within the subdivision.**
****Overnight parking will be limited to only those cars that will fit in the garages or driveway areas and there cannot be any overnight parking at the curbs.**

B ~ 12 Temporary Buildings: No trailer, basement, tent, shack, garage, barn, awning, etc. shall be erected on any residential lot and neither shall any such structure ever be used as a temporary residence.

- B ~ 13 Vehicles of all Types:** Cars are not to be "parked" on Veritas Drive by owners or their guests on a day to day basis. A limit of 4- parked cars is recommended in each residence driveway/garage.
**Vehicles "not in use", boats, jet ski's, ski-mobiles, RV's, motorcycles, antique cars/trucks, campers, motor homes, travel trailers, etc. or vehicles without current license plates, are prohibited in plain view of neighboring residents (covered or uncovered). Vehicles "Not in use" must remain inside garages.
- B ~ 14 Main Dwelling Size Restrictions:** Dwellings are to be at least 1800 square feet. If a two story home is selected, the first floor should occupy approximately 1100 square feet minimum heated and cooled (not counting any garages, porches, etc.), with at least an additional 700 feet of FINISHED square feet space on the 2nd floor.
**Any additional structure must be built within the "set back" guidelines previously mentioned and such structures must be of matching construction, material, and colors as the home (such as a professionally matching workshop or detached garage).
- B ~ 15 Pets, Livestock, and Poultry:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any of the residential lots.
**It is recommended that no more than four (4) per household, four legged pets (dogs, cats, etc.) be kept and provided that they are not bred or maintained for any commercial purpose and/or in any manner which will constitute a nuisance to any other lot/home owner. It is also recommended that such pets be kept inside, again, as not to be a nuisance to any other lot/homeowner.
**Any owner walking dogs must do so with a leash and also carry devices with them to properly and quickly "scoop up" and discard (in THEIR own garbage receptacles) anything left by such household pets.
- B ~ 16 Oil, Mineral and Mining Rights:** No drilling or digging for oil or minerals shall be permitted on any lot in the subdivision.
- B ~ 17 Signs:** No sign of any kind shall be displayed to the public view on any lot except for a professional sign of not more than one square foot, one sign of not more than five square feet for marketing the property for sale prior to, during, and after the builder's construction period.
- B ~ 18 Term of Restrictions:** The covenants are to run with the land and shall be binding on all parties and all persons claiming under them.

MISC 229 704

B ~ 19 Homeowner's Association: The purpose of the Association shall be to maximize the quality of ownership for all residents of *Veritas Villas Subdivision*. A semi-annual meeting will be held on the 2nd Tuesday of March and September. Premier Property & Development Group will also transfer management of *Veritas Villas* to the Homeowners Association upon completion of 65% build-out (the 20th resident moves in) Association will have the authority to add, delete, or amend the "Restrictive Covenants" by a majority vote of 75% of the current residents (maximum of one voting resident per household) for a meeting with a proper written notice to all residences (seven (7) days in advance of such meeting). Each lot will be included in the Home Owners Association without Exceptions. All rights, expense, income, voting, etc. will be allocated on an equitable, pro-rated basis. The Association will be charged with managing the interest of all homeowners in the subdivision, including publishing and creating a budget and accounting for all funds. An audit of any funds may be approved by a majority vote of the homeowners for the accountability of such funds and for the benefit of the homeowners.

C ~ LEGAL RIGHTS OF PROPERTY OWNERS AND THE ARCHITETURAL REVIEW COMMITTEE:

C ~ 1 Deed Restrictions: If the parties hereto, or any of them or their heirs or assigns shall violate or attempt to violate any other covenants herein it shall be lawful for any person or persons owning any real property situated in said development or subdivision or adjoining properties to prosecute, proceeding at law, or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from doing so, and to recover damages or their dues for such violations.

C ~ 2 Invalidation of any Covenants: Invalidation of any one of these covenants by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

C ~ 3 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 costs, which will be assessed against the party which is found to be in violation of such restrictions.

D ~ GROUNDS MAINTENCE:

D ~ 1 Ground Maintenance Responsibility: All lawn/grass cutting, edging, blowing, etc. on each lot, all common areas, and any utility/city/state/ "right of ways" (including the two "holding/retention ponds" presently on lots 15, and 21) are to be professionally landscaped and maintained at all times by the VERITAS VILLAS Homeowners Association, and initially be managed by Premier Property & Development Group (for a service fee) while the subdivision is being developed.

****Property owners hereby agree to allow the maintenance contractors entrance on to their property at times necessary to perform maintenance and/or lawn maintenance whether or not the access needed is for your lot or another lot in the subdivision (i.e. a maintenance person could possibly be performing maintenance on a neighbor's property and have need to be on your property to perform the work). This clause must be accepted unconditionally.**

****If a lot is undeveloped, the current lot owner is responsible for reimbursing the Developer for maintenance, or the *VERITAS HOMEOWNERS ASSOCIATION* for any lawn/yard maintenance deemed necessary, when the current lot owner either forgets, neglects, or ignores.**

****Once 65% of the lots have residents occupying the homes, the *VERITAS HOMEOWNERS ASSOCIATION* will then assume management of this lawn/yard maintenance requirement responsibility.**

****Builder must remove all building DEBRIS, etc. from each lot as often as necessary to keep the lot, home, and subdivision attractive (at the very least, weekly).**

****No EXISTING TREES on any lot may be removed without the Architectural Review Committee approval. All dead trees must be removed and replanted within twelve months.**

MISC 229 706

****Each lot shall have a MINIMUM of five trees with a two-inch caliper size and a minimum height of ten feet. The home owner/Builder shall be responsible for expenses related to this requirement.**

**E ~ BUILDING ON LOTS DURING
CONSTRUCTION OF SUBDIVISION:**

E ~ 1: In keeping with the progression of *Veritas Villas Subdivision*, as well as the continual "building of value" for lot/home owners in the subdivision, all lots purchased must have construction of the residence to be built or under construction within fifteen (15) months after receiving deed to the property. If construction has not begun at that time, then the Developer has the "first right of refusal: to purchase the lot at the original purchase price, less a \$2,500.00 (two thousand five hundred dollar) "LISTING FEE" for restocking said lot and may offer for resale the lot or lots to any other prospective Homebuyer or Home Builder for **MARKET PRICE at that time. No additional profits or financial consideration is be received or shared with the lot owner that forfeited the right to build on the lot by failing to begin building on said lot within the fifteen (15) months required herein.**

Ret. John Lyle
2731 Ross Clark Cir
Dothan, AL 36301

Veritas Villas Subdivision

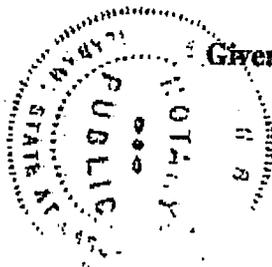
NISC 229 707

John Lyle
John Lyle, Project Manager

Irwin V. Autrey
Irwin V. Autrey, Developer

I, the undersigned authority in and for said County and State, hereby certify that Irwin V. Autrey, who is known to me and with full authority as Co-Owner of G & I Properties, L.L.C. d/b/a Premier Property & Development Group, is signed to the foregoing instrument, acknowledged before me on this date, that being informed of the contents of said instrument, has executed the same voluntarily for and as the act of said Developer.

Given under my hand and seal this 18th day of February 2004.



Betty W. Brewer
Notary Public BETTY W. BREWER
ALABAMA STATE AT LARGE
My Commission Expires MY COMMISSION EXPIRES
SEPTEMBER 20, 2006

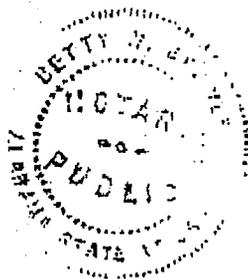
Veritas Villas Subdivision

Recording Fee 35.00
TOTAL 35.00

Greg L. Unger
Greg L. Unger, Developer

I, the undersigned authority in and for said County and State, hereby certify that Greg L. Unger, who is known to me and with full authority as Co-Owner of G & I Properties, L.L.C. d/b/a Premier Property & Development Group, is signed to the foregoing instrument, acknowledgment before me on this date, that being informed of the contents of said instrument, has executed the same voluntarily for and as the act of said Developer.

Given under my hand and seal this 18th day of February 2004.



Betty W. Brewer
Notary Public BETTY W. BREWER
ALABAMA STATE AT LARGE
My Commission Expires MY COMMISSION EXPIRES
SEPTEMBER 20, 2006

September 15, 2008

Re: Section 7 of "Contract For The Sale And Purchase Of Real Estate"; Dated September 12, 2008; G. & I. Properties, LLC d/b/a Premier Property & Development Group (Seller) and Harold M. Brown (Buyer)

Veritas Villas Homeowner's Association hereby agrees to waive the contingency stating construction must take place within fifteen (15) months of receiving deed to property.

The Developer "G. & I. Properties, LLC" does hereby agree to waive its' first right of refusal" to purchase any lot back at the original purchase price, less \$2,500 for "restocking".

Mike Woodham
Homeowner's Association
Mike Woodham, Representative
Date 9-15-08

Irwin V. Autrey
SELLER: Irwin V. Autrey, Co-Manager
G. & I. Properties, LLC
Date 9-15-08

Greg L. Unger
SELLER: Greg L. Unger, Co-Manager
G. & I. Properties, LLC
Date 9/15/08

Harold M. Brown
BUYER: Harold M. Brown, Co-Manager
G. & I. Properties, LLC
Date 9-16-08

VERITAS VILLAS SUBDIVISION

RESTRICTIVE COVENANTS

Lots Available

