

RESTRICTIONS ON CHESTNUT RIDGE SUBDIVISION

STATE OF ALABAMA,  
HOUSTON COUNTY.

PART "A" - PREAMBLE

WHEREAS, CHAPMAN LAND COMPANY, a corporation, is the owner of the property located in Dothan, Houston County, Alabama, known as Chestnut Ridge Subdivision; and,

WHEREAS, the said CHAPMAN LAND COMPANY, a corporation, desiring to restrict the use of all of said real property for its benefit in present and further sale 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 hereinafter provided shall apply to all the areas of Chestnut Ridge Subdivision, a subdivision in Dothan, Houston County, Alabama, as per map or plat of the same recorded in Plat Book 7, Page 85 in the office of the Judge of Probate of Houston County, Alabama.

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 more 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

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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. Approval shall be as provided in Part F.

C-3. Easements. Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved on the rear 10 feet of the lot. 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 lot line, to any utility company having an installation in the easement.

C-4. Nuisances. No noxious 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-5. 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. Travel trailers and self-contained motor homes must be parked no nearer the front lot line than the rear wall of house on that lot other than for loading, unloading and servicing purposes.

C-6. 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-7. 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, tank 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-8. Livestock and Poultry. No animals, livestock or poultry or any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

C-9. 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-10. 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 and from the Architectural Control Committee.

C-11. 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 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 obstructions of such sight lines.

C-12. Walls and Fencing. No fence or wall shall be erected or placed upon any lot unless the same shall be

constructed of wood or masonry; and the design, construction and location of such fence or wall shall be approved in writing by the Architectural Control Committee.

C-13. Satellite Dishes and Antennas. No towers, conductors, converters, satellite dishes or other facilities or equipment for the reception of audio or video broadcasts directly from satellites or otherwise shall be maintained on any lot. No tower or antennas shall be erected or maintained on any lot without the prior written approval of the Architectural Control Committee as to design, construction and location.

PART "D" - THE FOLLOWING RESTRICTIONS SHALL ALSO APPLY ONLY TO LOTS 3 THROUGH 15, BLOCK A, AND LOTS 1 THROUGH 9, BLOCK C

D-1. Dwelling Size. The ground floor area of the main structure, exclusive of open porches, terraces, carports and garages, shall be not less than 1,200 square feet for a one or two story dwelling.

D-2. 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. There shall be no minimum restrictions for the location of the main dwelling adjacent to an interior lot line or to the rear lot line.

D-3. Building Location. No building shall be located nearer than 10 feet from any building construction on an adjacent lot; however, this restriction shall be subject to the encroachments from adjacent lots as provided in part D-4. This restriction shall not apply to lots 13 and 14, Block A of said subdivision.

D-4. Encroachments from Adjacent Lots. Each lot shall be subject to a right or encroachment of up to 24" from the adjacent lots for the overhang of roof eaves, gutters or other related structures.

D-5. Attachments. The owner of a lot may attach walls, fences or other structures to the existing outside wall of the dwelling of the adjacent lot only with the prior written permission of the owner of the adjacent lot and the Architectural Control Committee.

PART "E" - THE FOLLOWING RESTRICTIONS SHALL ALSO APPLY TO ONLY  
LOTS 1 AND 2, BLOCK A, AND LOTS 1 THROUGH 10, BLOCK B

E-1. Dwelling Size. The ground floor area of the main structure, exclusive of open porches, terraces, carports and garages, shall be not less than 1,500 square feet for a one or two story dwelling.

E-2. 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 30 feet to the front lot line, or nearer than 30 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line, except that a 5 foot minimum side yard shall be permitted for a garage or other permitted accessory building located 40 feet or more from the minimum setback line. 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.

E-3. Lot Area and Width. No dwelling shall be erected or placed on any lot having a width of less than 85 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 12,000 square feet.

PART "F" - ARCHITECTURAL CONTROL COMMITTEE

F-1. Membership. The Architectural Control Committee is composed of C. H. Chapman, III, Raymond M. Jackson and Evelyn L. McMoy, 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 recorded 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.

F-2. Procedure. The committee's approval or disapproval as required in these covenants shall be in 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 "G" - GENERAL PROVISIONS

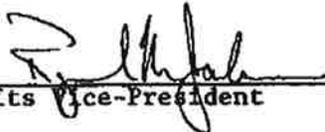
G-1. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years 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 in part.

G-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.

G-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 Chapman Land Company, a corporation, has caused its name to be signed hereto by Raymond M. Jackson, its Vice-President, on this 12<sup>th</sup> day of September, 1984.

CHAPMAN LAND COMPANY, A CORPORATION

By   
Its Vice-President

STATE OF ALABAMA,  
HOUSTON COUNTY.

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I, the undersigned Notary Public in and for said County and State, hereby certify that Raymond M. Jackson, whose name as Vice-President of Chapman Land Company, a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the covenants of said instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 12 day of September, 1984.

*Susan Johnson*  
Notary Public  
*My Commission Expires 6/10/86*



*Chapman Land Co.  
Box 220  
17.50*

Filed this 12 day of Sept 84 at 4:15 M. 3 Mtz. Tax  
3 Doc. Tax Paid, Recorded Book Page  
R.J. Stenbridge, Judge of Probate No. 14709  
HOUSTON COUNTY, ALABAMA

SEP 12 4 15 PM '84  
FILED-STATE OF ALA.  
HOUSTON COUNTY  
R.J. STENBRIDGE  
JUDGE OF PROBATE