

"PRELIMINARY"

- (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 (1) detached single family dwelling not to exceed two and one-half (2-1/2) stories in height, and a private garage.
- (2) Building location The location and use of all structures built in said subdivision shall conform with the provisions of the zoning regulations of the City of Dothan, Alabama, then applicable for R-100-S zoning at the time of construction, with the exceptions as hereinafter set forth. 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 set back lines shown on said subdivision plat. In any event, no building shall be located on any lot nearer than thirty-five (35) feet to the front lot line, or nearer than thirty-five (35) feet to any side street line. No building shall be located nearer than fifteen (15) feet to an interior lot line, and no dwelling shall be located on any interior lot nearer than forty (40) feet to the rear lot line
- (3) Dwelling Size The ground floor area of the main structure, exclusive of open porches, terraces, carports, and garages, shall be:
a) for lots 1-8, Block B & for lots 1-6, Block C - not less than 1,500 sq. feet for a one or two story dwelling.
b) for lots 1-23 & lots 44-53, Block A & for lots 7-13, Block C - not less than 1,700 sq. feet for a one or two story dwelling
c) for lots 24-43, Block A - not less than 1,800 sq. feet for a one or two story dwelling
- (4) Garages/Carports Garages and/or Carports shall be sized for no less than two cars and be "attached" to the residential dwelling either with common walls or walkway or porch that is also "attached." Garages and/or carports shall be oriented such that their entrance is located on the side or back of the residential dwelling.
- (5) Pools Swimming pools shall be constructed at ground level with the maximum elevation of the top of the pool limited to the ground slope necessary for proper drainage. Pool drainage shall be directed to avoid discharge onto adjoining lots.
- (6) Fences No fence shall extend closer to the street or road than the house. All fences which parallel the streets or roads shall be constructed of wrought iron, brick or wood. All other fences shall be of wrought iron, brick, wood or chain link.
- (7) Satellite Dishes No satellite dishes or aerial type antennas shall be constructed or erected with the exception of the new 18" or smaller dishes and only in an inconspicuous location.
- (8) Nuisances No noxious or offensive activity shall be carried upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance in the neighborhood. In addition, no abandoned automobiles shall be parked on property or roadway. Automobiles shall be movable as to facilitate mowing.
- (9) Driveways and Yards All driveways shall be paved. All yards shall be sodded with centipede as to eliminate a patchwork effect in the neighborhood. All front yards shall be solid sodded. All side yards shall be solid sodded to the back edge of the house. All back yards shall be either sodded or sprigged.

REC 191 249
Recorded in Above Book and Page
04/09/1999 10:41AM
Luke Cooley
Judge of Probate
Houston County, Alabama

(10) Temporary Structures No trailer, basement, tent, shack, temporary structure, garage or other out building erected on any residential lot shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(11) Architectural Control No building nor any other appurtenant structure shall be erected, placed or altered on any lot until construction plans and specifications have been approved by the architectural control committee. The committee shall review and approve all construction relative to location, quality, workmanship, and materials, harmony of external design (including the exterior colors) with existing topography and finish grade elevation.

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its' designated representative fail 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 after the completion thereof, approval will not be required and the related covenant shall be deemed to have been fully complied with.

The architectural control committee shall consist of five (5) individuals named by the original owner(s) of the subdivision and subsequently appointed by members of the committee.

(12) Travel Trailers Travel trailers shall not be used as a permanent residence while parked on any lot in the subdivision, nor used as a temporary or permanent residence while parked on any street in the subdivision. Travel trailers that are or become unsightly must be hidden from the view of the public, or adjoining lot owners.

(13) Easements Easements for installment and maintenance of roadways, utilities, and drainage facilities are reserved as shown on the recorded plat.

(14) Drainage Construction or alteration of any lot area shall not result in increasing surface runoff to adjoining lots. The drainage of ditches shall not be altered nor in anyway disturbed in such a manner as to result in hindering the existing drainage patterns.

(15) 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 one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by builders to advertise the property during the construction and sales.

(16) Utilities Only the available water and sewer service shall be utilized. No outside water or sewer facilities shall be constructed.

(17) Oil and Mining Operations No oil drilling, oil development operation, 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.

(18) 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 provided that they are not kept, bred, or maintained for any commercial purpose.

(19) Disposal of Refuse No garbage, trash, ashes, refuse, inoperative vehicles (that have been inoperative for more than thirty (30) days), junk or other waste shall be thrown or dumped on any lot, park, street or alley in the subdivision nor are permitted to remain upon any such place.

(20) Home Owners Association and Common Elements All persons or entities owning any real estate situated in said subdivision shall agree to and participate in the Home Owners Association for the principal purpose of developing and maintaining all common elements. Common elements shall include the subdivision entrance way improvement and/or signs, the roadway medians (including landscaping and irrigation system), the public access lot, and the pond area and drainage way discharge, all as shown on the final plat. An assessment shall be made of each member in the amount established by the Association to fund the development and maintenance of the common elements.

(21) Term These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them.

(22) Enforcement 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 estate situated in said development or subdivision to prosecute by proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, and other dues for such violations. If the party attempting to enforce these restrictions shall prevail in any proceeding at law or in equity, such party shall be entitled to recover reasonable attorney's fees and court costs, which shall be assessed against the party which is found to be in violation of the restrictions.

(23) Severability Invalidation of any one of these covenants by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

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| SPJ Fee | 5.00 |
| Recording Fee | 8.50 |
| TOTAL | 13.50 |

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| Recording Fee | 33.00 |
| TOTAL | 33.00 |

REC'D
P.O. # 8009
Dothan, AL
36304

Ret
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DothanAR
Dothan Agent Resources