

COVENANTS AND RESTRICTIONS FOR  
WYNNFIELD ESTATES SUBDIVISION  
REPLAT OF LOTS 73-77, Block A

STATE OF ALABAMA  
HOUSTON COUNTY

PART A – PREAMBLE AND PURPOSE

This indenture made and entered into by and between Mustpitch Investments, Inc. and the purchaser or purchasers of lots or parcels of land in Wynnfield Estates, a subdivision in the City of Dothan, Houston County, Alabama. Witnesseth:

WHEREAS Mustpitch Investments, Inc. has had platted and subdivided into the lots and streets as shown by the plat of said land recorded in Plat Book 13, Page 75 in the Office of the Judge of Probate of Houston County, Alabama, and desire to place certain minimum restrictions on the use of 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 Protected Residential Area: The residential area covenants in Part C in the entirety shall apply to Lots 73-77, Block "A", Wynnfield Estates 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 one detached single family dwelling not to exceed two and one-half stories in height. 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 dished, basketball goals, clothesline, 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 building or other structures in respect to topography and finished ground elevation by the Architectural Control Committee.
- C-3 Size and Quality: It is the intention and purpose of 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 these covenants are recorded. The heated and cooled area for the main structure, exclusive of porches and garages shall be not less than 1,800 square feet.
- C-4 Building Location: Same as city zoning requirements as of date
- 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 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 structure of any kind shall not be used for other than construction purposes; and expressly such term temporary structure or building shall not be used for residential or sales office purposes either during construction or thereafter,

- and shall be removed immediately upon completion of construction within one year after such material or temporary building was placed thereon, whichever is sooner. Model homes are allowed for sale purposes.
- C-8 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, or one sign of not more than six square feet advertising the property for sale or rent, or one sign used by a builder and one sign used by a Realtor to advertise the property during the construction and sale period.
- C-9 Material Specifications: Each building shall consist of at least 70% stone, stucco, synthetic stucco, hardi-plank, brick veneer or similar type material for exterior wall coverings. The front, sides, and rear elevation must be of these materials from bottom plate line to top plate line. Vinyl is not an acceptable primary wall covering. Indentions for porch areas, etc. are excluded. No roof pitch is to be lower than 5/12 pitch. Roofing colors are to be limited shades of brown, gray and black. Each property shall have a uniform mailbox as selected by Architectural Control Committee.
- C-10 Walls and 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 of the house. Any wall visible to the street must be of wood, vinyl or wrought iron fence, with the good side facing out.
- 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 Satellite Dishes and Antennas: No towers, conductors, converters, satellite dishes (over 36 inches in diameter), or other facilities or equipment for the reception of audio or video broadcasts directly from satellites or otherwise shall be maintained on any lot unless the design, construction and location shall be approved in writing by the Architectural Control Committee. No antennae shall be erected or maintained on any lot without the prior written approval of the Architectural Control Committee.
- C-13 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.
- C-14 Disposal of Refuse: No garbage, trash, ashes, refuse, inoperable vehicles (that have been inoperative for more than thirty days), or any 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 Drying of Laundry: No structure or apparatus may be constructed for the outdoor drying of laundry or wash unless such structure or apparatus is enclosed in such a way so that it is not visible to the public or adjoining lot owners from a distance greater than twenty-five feet.
- C-16 Excavations: No excavations, except such as is necessary for the construction of improvements, shall be permitted.
- C-17 House and Travel Trailers and Boats: No house trailers, travel trailers, motor homes or boats are allowed in the subdivision unless kept inside an enclosed garage. Motor homes or travel trailers may be used temporarily in event of catastrophic act of nature, but for no longer than four months.
- C-18 Oil and Mining Operations: No oil drilling or 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.
- C-19 Garage/Yard Sales: No garage/yard sale will be permitted unless specifically authorized in writing by the Home Owner's Association.
- C-20 On Street Parking: The street shall not be used for parking any vehicle on a regular basis.
- C-21 Garages: Each Single Family Home and Garden Home shall have a minimum of a two car garage, and each Town Home shall have a single car garage. No carports are allowed.

- C-22 Lot Clearing: No removal of trees shall be permitted on any lot without approval by the Architectural Control Committee.
- C-23 Sign Distance at Intersection: No fence, wall edge, or shrub planting which obstructs sign lines at elevation 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-24 Sidewalk Area: Owner of each lot will be responsible for the proper maintenance and mowing of the area between the sidewalk and the street, as well as the sidewalk. Area is to be kept neat and cut. Builder will be responsible for the care and preservation of the sidewalk during construction.

PART D – ARCHITECTURAL CONTROL COMMITTEE:

- D-1 Membership: The Architectural Control Committee is composed of Nanette Pitcher and Debra Mustin, 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, 2026. 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 PROVISIONS:

- 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, 2026, after which time said covenants shall be automatically extended for successive periods of the (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.
- 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 where such violations as have been waived by failure to take action as provided in paragraph 2 herein, shall give Mustpitch Investments, Inc, or its duly designated representative or its successors or assigns, the right to enter 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:** Mustpitch Investments, Inc, its successors or its designated representative, may make other restrictions applicable to each home site 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 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.
- E-7 **Property Owners Organization:** The developer of this subdivision, MustPitch Investments, Inc., may cause to be organized a nonprofit corporation of property owners to provide an effective means to obtain and insure complete adherence to these protective covenants and as a device for maintain the character and long range value of this development. If such a corporation is started, the Architectural Control Committee may transfer some or all of its duties to such corporation.

Done this the 28<sup>th</sup> day of March, 2013.

MUSTPITCH INVESTMENTS, INC.

BY: Nanette Pitcher  
Nanette Pitcher

Recording Fee	20.00
TOTAL	20.00

*original to nan Pitcher*

RESTRICTIONS FOR WYNNFIELD ESTATES  
LOTS 5-11, 29-35, Block A

STATE OF ALABAMA  
HOUSTON COUNTY

PART A – PREAMBLE AND PURPOSE

This indenture made and entered into by and between Mustpitch Investments, Inc. and the purchaser or purchasers of lots or parcels of land in Wynnfield Estates, a subdivision in the City of Dothan, Houston County, Alabama. Witnesseth:

WHEREAS Mustpitch Investments, Inc. has had platted and subdivided into the lots and streets as shown by the plat of said land recorded in Plat Book 11, Page 42 in the Office of the Judge of Probate of Houston County, Alabama, and desire to place certain minimum restrictions on the use of Lots 5-11, 29-35 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 Protected Residential Area: The residential area covenants in Part C in the entirety shall apply to the lots listed above in Wynnfield Estates 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 one detached single family dwelling not to exceed two and one-half stories in height. For structures other than main building, refer to C-2.
- C-2 Architectural Control: No storage building 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 dish, basketball goals, clothesline, 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 building or other structures in respect to topography and finished ground elevation by the Architectural Control Committee.
- C-3 Size and Quality: It is the intention and purpose of 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 these covenants are recorded. The heated and cooled area for the main structure, exclusive of porches and garages shall be not less than 1,500 square feet for Garden Homes (R50 zoning), and 1,800 square feet for Single Family Homes (R-85 zoning).
- C-4 Building Location: Same as city zoning requirements as of date
- 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 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 structure of any kind shall not be used for other than construction purposes; and expressly such term temporary structure or building shall not be used for residential or sales office purposes either during construction or thereafter, and shall be removed immediately upon completion of construction within one year after such material or temporary building was placed thereon, whichever is sooner. Model homes are allowed for sale purposes.

- C-8 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, or one sign of not more than six square feet advertising the property for sale or rent, or one sign used by a builder and one sign used by a Realtor to advertise the property during the construction and sale period.
- C-9 Material Specifications: Each building shall consist of at least 70% stone or brick veneer for exterior wall coverings. The front, sides, and rear elevation must be brick from bottom plate line to top plate line. Indentions for porch areas, etc. are excluded. No roof pitch is to be lower than 5/12 pitch. Roofing colors are to be limited shades of brown, gray and black. Each property shall have a uniform mailbox as selected by Architectural Control Committee.
- C-10 Walls and 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 then the rear of the house. Any wall visible to the street must be of wood, vinyl or wrought iron fence, with the good side facing out.
- 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 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 unless the same shall be located directly behind the main dwelling inside a privacy fence and the structure not to exceed eight feet tall; and the design, construction and location shall be approved in writing by the Architectural Control Committee. No antennae shall be erected or maintained on any lot without the prior written approval of the Architectural Control Committee.
- C-13 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.
- C-14 Disposal of Refuse: No garbage, trash, ashes, refuse, inoperable vehicles (that have been inoperative for more than thirty days), or any 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 Drying of Laundry: No structure or apparatus may be constructed for the outdoor drying of laundry or wash unless such structure or apparatus is enclosed in such a way so that it is not visible to the public or adjoining lot owners from a distance greater that twenty-five feet.
- C-16 Excavations: No excavations, except such as is necessary for the construction of improvements, shall be permitted.
- C-17 House and Travel Trailers and Boats: No house trailers, travel trailers, motor homes or boats are allowed in the subdivision unless kept inside an enclosed garage. Motor homes or travel trailers may be used temporarily in event of catastrophic act of nature, but for no longer than four months.
- C-18 Oil and Mining Operations: No oil drilling or 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.
- C-19 Garage/Yard Sales: No garage/yard sale will be permitted unless specifically authorized in writing by the Home Owner's Association.
- C-20 On Street Parking: The street shall not be used for parking any vehicle on a regular basis.
- C-21 Garages: Each Single Family Home and Garden Home shall have a minimum of a two car garage, and each Town Home shall have a single car garage. No carports are allowed.
- C-22 Lot Clearing: No removal of trees shall be permitted on any lot without approval by the Architectural Control Committee.

- C-23 Sign Distance at Intersection: No fence, wall edge, or shrub planting which obstructs sign lines at elevation 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-24 Sidewalk Area: Owner of each lot will be responsible for the proper maintenance and mowing of the area between the sidewalk and the street, as well as the sidewalk. Area is to be kept neat and cut. Builder will be responsible for the care and preservation of the sidewalk during construction.

PART D – ARCHITECTURAL CONTROL COMMITTEE:

- D-1 Membership: The Architectural Control Committee is composed of Nanette Pitcher and Debra Mustin, 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, 2026. 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 PROVISIONS:

- 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, 2026, after which time said covenants shall be automatically extended for successive periods of the (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.
- 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 where such violations as have been waived by failure to take action as provided in paragraph 2 herein, shall give Mustpitch Investments, Inc, or its duly designated representative or its successors or assigns, the right to enter 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: Mustpitch Investments, Inc, its successors or its designated representative, may make other restrictions applicable to each home site 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 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.

- E-7 Property Owners Organization: The developer of this subdivision, MustPitch Investments, Inc., may cause to be organized a nonprofit corporation of property owners to provide an effective means to obtain and insure complete adherence to these protective covenants and as a device for maintain the character and long range value of this development. If such a corporation is started, the Architectural Control Committee may transfer some or all of its duties to such corporation.

Done this the 20 day of December, 2011.

MUSTPITCH INVESTMENTS, INC.

BY:   
Nanette Pitcher