

RESTRICTIONS FOR BEACON PLACE SUBDIVISION

STATE OF ALABAMA

HOUSTON COUNTY

PART A - PREAMBLE:

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

WHEREAS, Beacon Place Developers, a General Partnership, has platted and subdivided into lots and streets as shown by the plat of said land recorded in Plat Book , Page in the Office of the Judge of Probate of Houston County, Alabama, and desires to place certain 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 APPLICATION:

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 building. The building plan and plot plan must have prior approval. For structures other than main building refer to C-2.
- C-2 **Architectural Control:** No storage buildings, TV satellite dishes, clotheslines, or any other similar structure shall be erected, placed or altered on any lot in the subdivision.
- C-3 **Size and Quality:** It is the intention and purpose of the covenants to assure that all dwellings shall be of quality of workmanship. The heated and covered area of the main structure, exclusive of porches and garages for all garden home lots (Lots 3 thru 47, Block "A" on Spyglass Road) shall not be less than 1,200 square feet. All other lots shall not be less than 1,400 square feet.

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Judge of Probate
Houston County, Alabama

C-4 **Material Specification:** Each building shall consist of at least 80% brick veneer for exterior wall coverings. The brick must be from the following manufacturers and relative style. Any substitutions or variations must be approved by the Architectural Control Committee. Roofing colors are to be limited to shades of gray and black.

Boral-Virginian	Boral-Wellington
Boral-Ashbury	Boral-Georgetown
Boral-Muirfield	Boral-Caledonia
Boral-Southport	Boral-Annapolis
Henry-Brunswick	Henry-Breckenridge

C-5 **Building Location:** For all garden home lots (Lots 3 thru 47, Block "A" on Spyglass Road) no building shall be located on any lot nearer than 30 feet to the front lot line, 5 feet to any interior lot line, or 15 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 construed to permit any portion of a building or lot to encroach upon another lot. The placement of each structure should meet all zoning requirements. On all other lots, no building shall be located on any lot nearer than 30 feet to the front lot line, 10 feet to any interior lot line or 35 feet to any rear lot line.

C-6 **Easements:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

C-7 **Nuisance:** No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood.

C-8 **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 and 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 temporary structure or buildings shall not be used for residential or sales office purposes either during construction or thereafter, and shall be removed immediately upon completion of construction or within one year after such material or temporary building was placed thereon, whichever is sooner.

C-9 **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 five 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 sales period.

- C-10 **Livestock and Poultry:** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot.
- C-11 **Disposal of Refuse:** No garbage, trash, ashes, refuse, inoperative vehicles (that have been inoperative for more than thirty days), or other 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-12 **Sight Distance at Intersection:** No fence, wall, edge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadway 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-13 **Drying of Laundry:** No structures or apparatus may be constructed for the outdoor drying of laundry or wash.
- C-14 **Excavations:** No excavations, except such as is necessary for the construction of improvements, shall be permitted.
- C-15 **Fencing:** No fences shall be installed on any lot without the written approval of the Architectural Control Committee, but in no case shall the fencing be closer to the front street than rear wall of the house. No chain link fences are permitted.
- C-16 **House and Travel Trailers:** No house trailers, travel trailers or motor homes are to be allowed in the subdivision.
- C-17 **Oil and Mining Operations:** No oil drilling, 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.

PART D - ARCHITECTURAL CONTROL COMMITTEE:

- D-1 **Membership:** The Architectural Control Committee is composed of Charles H. Chapman, III and Davis F. Chapman, 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 these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty days after plans 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, 2023. 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 **Terms of Restrictions:** These covenants and restrictions are to run with the land, and shall be a part of all deeds and contracts or covenancies of any and all lots in this subdivision and shall be binding on all parties and all persons claiming under them until December 31, 2023, 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, 2023, 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 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 prevent them from doing so or to recover damages for such violations. In no event and under no circumstances shall a violator of 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 Cost:** 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 such violations as have been waived by failure to take action as provided

in Paragraph 2 herein, shall give Beacon Place 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:** Beacon Place Developers, its successors, or its designated representative, may make other restrictions applicable to each homesite by appropriate provision in the contract for deed or any other deed without otherwise modifying the general plan herein outlined, and such other restrictions shall inure to the benefit of other owners of homesites 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 developers of this subdivision, Beacon Place Developers, may cause to be organized a non-profit corporation of property owners to provide an effective means to obtain an adherence to these protective covenants and as a devise for maintaining the character and long range value of this development. If such corporation is started, the Architectural Control Committee and/or Beacon Place Developers may transfer some or all of its duties to such corporation.

Done this the 19th day of February, 1997

BEACON PLACE DEVELOPERS

BY:



DAVIS F. CHAPMAN *rit*
ITS MANAGER

PO Box 220

Dothan, Al

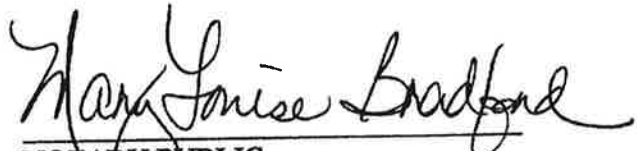
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Luke Cooley
Judge of Probate
Houston County, Alabama

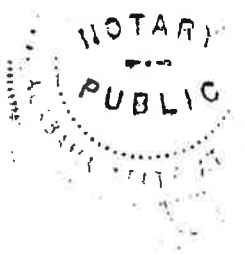
**STATE OF ALABAMA
HOUSTON COUNTY**

I, the undersigned authority in for said County and State, hereby certify that Davis F. Chapman, whose name as Manager of Beacon Place Developers, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date, that being informed of the contents of said instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of Beacon Place Developers.

Given under my hand and seal 19th day of February, 1997.



NOTARY PUBLIC
My Commission Expires: 2-22-2000



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Judge of Probate
Houston County, Alabama

SPJ Fee	2.00
Recording Fee	16.00
TOTAL	18.00