

*Amend Amend Covenants
Brought in the City Plat - 12/17/04*

STATE OF ALABAMA:

FOURTH REVISED RESTRICTIONS FOR BRAXTON BEND

HOUSTON COUNTY:

PART A - PREAMBLE:

This indenture made and entered into by and between Garden Properties, Ltd., an Alabama Limited partnership, and the purchaser or purchasers of lots or parcels of land in Braxton Bend, a Subdivision in the City of Dothan, Houston County, Alabama, Witnesseth:

WHEREAS Garden Properties, Ltd. has had platted and subdivided into lots and streets as shown by the plat of Braxton Bend. as recorded in Plat Book 10, Page 42, 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:

THEREFORE, Garden Properties, Ltd., hereby withdraws and releases the restrictive covenants previously filed for record in Miscellaneous Book 197, Page 338, and in order to properly restrict said property do hereby covenant and agree as follows:

PART B - AREA OF APPLICATIONS:

- (B)* 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)* 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. For structures other than main building refer to C-2.
- C-2 **Architectural Control:** No main building, storage building, cabana, swimming pool, fences, walls, TV satellite dishes, clotheslines, 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 approved as to conformity and harmony of external design and location; and as to location of the buildings or other structures in respect to topography and finished ground elevation by the Architectural Control Committee. Approval shall be provided in Part D.
- C-3 **Size and Quality:** It is the intention and purpose of the 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 of these covenants are recorded. The heated and cooled area of the main structure, exclusive of porches and garages shall be not less than 1,600 square feet.

Recorded In MISC BK 205 PG 453, 10/30/2004 10:59:08 AM
Luka Cooley, Judge of Probate, Houston County, Alabama

- C-4 **Building Location:** No residence shall be located on any lot closer than the street than the minimum building line shown on the plat. No residence shall be located within 10 feet of any interior lot line or within 20 feet of the rear lot line. No detached building shall be located within 10 feet of the rear lot line, within 10 feet of the side line, or within 10 feet of any side lot line which is adjacent to the street. For the purpose of this covenant, caves, steps and fireplace chases shall not be considered as part of a building, provided, however, that this shall not be constructed to permit any portion of a building or a lot to encroach upon another lot.
- C-5 **Easements:** Easements for installation and maintenance of utilities, sewer and drainage facilities are reserved as shown on the recorded plat. All lots have a five foot utility and drainage easement along the street side(s) of each lot. A fifty foot walkway easement across Lot 1, Block "B", is also 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 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-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 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 advertises the property during the construction and sale period.
- C-9 **Walls and Fencing:** No fence or wall shall be erected or placed upon any lot unless the same shall be constructed of wood, masonry, vinyl or equivalent. Special exception may be approved by the Architectural Control Committee.
- C-10 **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.
- C-11 **Satellite Dishes and Antennas:** No towers, conductors, convertors, satellite dishes greater than 20" 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 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 of such shall be approved in writing by the Architectural Control Committee.
- C-12 **Livestock and Poultry:** No animals, livestock, including "pet" livestock such as pot bellied pigs, 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 they are not kept, bred, or maintained for any commercial purpose.
- C-13 **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 and 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-14 **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 shall be permitted. 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-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:** Travel trailers, motor homes, RVs and the like may only be parked in the back yard and shall not be used as a permanent residence, or hooked up for any reason other than maintenance. Any such parked vehicles that are or become unsightly, as determined by the Architectural Control Committee, must be hidden from view of the public, or adjoining lot owners. No house trailers shall be permitted to remain within the limits of this subdivision.
- 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 **On Street Parking:** The street shall not be used for parking any vehicle on a regular basis.
- C-20 **Garages:** All attached garages are preferably side or rear entered unless specifically authorized by the Architectural Control Committee.

PART D - ARCHITECTURAL CONTROL COMMITTEE;

- D-1 **Membership:** The Architectural Control Committee is composed of Marilyn Jinks. Nothing therein shall limit or estop the Architectural Control Committee from approving plans not totally in conformance with said design features,
- D-2 **Term:** The powers and duties of the member of the Architectural Control Committee shall cease on or after December 2012. Thereafter, the powers and duties of the Architectural Control Committee shall be transferred to a committee of three individuals to be selected by the then recorded owners of a majority of lots in the subdivision.

PART E - GENERAL PROVISION;

- E-1 **Term of Restrictions:** These covenants and restrictions are to run with the land, and shall be 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, 2025, 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, 2025, 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 Garden Properties, Ltd., the Architectural Control Committee, or any other person or persons having ownership interest in a 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 judgement or restrictions by judgement or court order 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 restriction.
- E-5 **Abatement of Removal of Violations:** Violations 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 Garden Properties, Ltd, the Architectural Control Committee, or their 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:** Garden Properties, Ltd., its successors, or its designated representative, may make other restrictions applicable to each homesite by appropriate provision in the contract for deed or in any 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 developer of this subdivision, Garden Properties, Ltd., 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 device for maintaining the character and long range value of this development. If such a corporation is started, the Architectural Control Committee and/or Garden Properties, Ltd., may transfer some or all of its duties hereunder to such corporation.

IN WITNESS WHEREOF, the said Garden Properties, Ltd., an Alabama Limited Partnership, has hereto set its signature and seal on this the 16th day of October, 2001.

GARDEN PROPERTIES, LTD.
an Alabama Limited Partnership

By: EBB, INC., an Alabama Corporation,
General Partner

By: 
Marilyn Bragg Jinks, President

Set: Garden Properties, Ltd.
121 Hidden Glen Way
Dothan, AL 36303

Recording Fee
TOTAL

23.00