

## CHOCTAWHATCHEE HILLS-WEST SUBDIVISION, PHASE TWO

## RESTRICTIONS

STATE OF ALABAMA

HOUSTON COUNTY

THIS STIPULATION made and entered into this the 11th day of April, 1972, by JAMES M. SMITH AND FRANK C. MARTIN, owners of Choctawhatchee Hills-West Subdivision, Phase Two in Houston County, Alabama, and

WHEREAS it is to the interest, benefit and advantage of James M. Smith and Frank C. Martin, and to each and every person who shall hereafter purchase any lot or lots in said subdivision that certain protective covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land.

NOW THEREFORE, for and in consideration of the premises and the benefits to be derived by James M. Smith and Frank C. Martin, and each and every subsequent owner of any of the lots in said subdivision, the said James M. Smith and Frank C. Martin, do hereby establish and declare the following protective covenants to apply to all of said lots in said subdivision, and to all persons owning said lots or may hereafter own said lots, these protective covenants shall be effective immediately and shall run with the land and shall be binding on all persons claiming under and through James M. Smith and Frank C. Martin, for the next twenty-five (25) years from this date, to-wit:

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. All buildings shall be built of new materials. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling of not less than 1100 square feet and a private garage for not more than two cars. All buildings shall comply with the Southern Building Code, and be of brick or masonry. All buildings shall be 40 feet from the front property line and 15 feet from each side property line.
2. 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.

3. 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.

4. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one 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 a builder to advertise the property during the construction and sales period.

5. 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, tanks, tunnels, mineral excavations or shafts be permitted on 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.

6. LIVESTOCK AND POULTRY. No animals or livestock, except one horse for riding only per acre, 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 purposes.

7. 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.

8. 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 the Alabama Department of Public Health. Approval of such systems as installed shall be obtained from such authority.

9. SIGHT AND DISTANCES AT INTERSECTIONS. No fence, wall, ledge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting them at points twenty-five feet from the intersection of the street lines, or in 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 ten feet from the intersection of a 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. No building structures will be less than 15 feet from the side lines and 40 feet from the front lot lines.

10. 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 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten 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.

11. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any party or parties violating or attempting to violate any covenant either to restrain violation or to recover damages.

12. SEVERABILITY. Invalidation of any of these covenants by judgment or court shall in no wise affect any of the other provisions which shall remain in full force and effect.

13. All outbuildings shall be of new material and similar to the parent structure.

14. 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 years from the date of these covenants.

IN WITNESS WHEREOF the said James M. Smith and Frank C. Martin have caused these restrictive covenants to be executed in their names and under their seals, the day and year first above written.

Signed, sealed and delivered in the presence of:

*Blanche P. Smith*  
*Frank C. Martin*

*James M. Smith* L.S.  
James M. Smith  
*Frank C. Martin* L.S.  
Frank C. Martin

DEC 13 3 08 PM '72

FILED -- STATE OF ALA.  
HOUSTON, COUNTY

STATE OF ALABAMA, Houston County, SS  
I hereby certify this instrument was filed for record

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CHOCTAWHATCHEE HILLS-WEST

This property is to be used for residential purposes only and the ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1000 square feet. All lots and residences may have a garage to be used to house automobiles of the purchaser or their guests and for the use of which no charge is made.

No building shall be located on this lot nearer to the front lot line than sixty (60) feet.

This property is not to be used for trailer parks or unfinished houses.

Any dwelling erected on this lot may be constructed of any suitable building material except that it must be constructed of brick, brick veneer, or stone all the way around as high as the lowest window sill.

Martin & Smith

*Frank C. Martin*

*James Smith*

FEB 9 2 22 PM 1968  
FILED - STATE OF ALA.  
HOUSTON, COUNTY

*Scott Sellers*  
JUDGE OF PROBATE

Filed this 9 day of Feb 1968 at 2:22 P.M. & Mfg. Tax Paid  
Book Page *108 108* Judge Probate No. *7099*

Re: *Frank & Martin*  
*114 N. Foster St*  
*Dothan, Ala.*