

Protective Covenants

Forest Brook Subdivision

STATE OF ALABAMA

HOUSTON COUNTY

PART "A" – AREA OF APPLICATION

The following protective covenants and restrictions are placed on each and every lot in Forest Brook Subdivision, an addition to the City of Dothan, Alabama, as per plat of said Subdivision recorded in the Office of the Judge of Probate of Houston County, Alabama, in Plat Book 2, Page 83.

PART "B" – RESIDENTIAL AREA COVENANTS

B-1. Land Use and Building Type. All lots in the subdivision shall be known, described and used only for residential purposes. No structure shall be erected, altered or 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 and appropriate service building incidental to residential use of the lot.

B-2. Architectural Control. No building shall be erected, placed or altered on any lot until the construction plans and specifications and plans showing the location of the structure on the lot have been approved by the Forest Brook Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Approval shall be as provided in Part "C" hereof.

B-3 Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$14,000 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality workmanship and materials substantially the same or better than that which can be produced on the date the covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground feet area of the main structure, exclusive of one story open porches and garages shall be not less than 1,400 square feet for a one-

story dwelling not less than 1,000 square feet for a dwelling of more than one story. **(Current deed restrictions specify not less than 2,000 square feet of heated and cooled area)**

B-4 Building location. 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 setback line shown on said subdivision plats, in any event no building shall be located on any lot nearer than 35 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line, except that a 9 foot minimum side yard shall be permitted or a garage or other permitted accessory building located 40 feet or more from the minimum setback line. No dwelling shall be located on any interior lot nearer than 40 feet to the rear lot line. For the purposes of the covenant, eaves, steps and open porches 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 on a lot to encroach upon another lot.

B-5. LOT Area and Width. No dwelling shall be erected or placed on any lot having a width of less than 75 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 12,000 square feet.

B-6. Easements. Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved on the rear eight feet of the lot and as shown on said subdivision plats which are recorded, plus an adjacent twelve foot strip three feet wide on each side lot line where overhead guys are necessary. The granting of the easement or right of access shall not prevent the use of the area by the owner for any permitted purpose except for buildings. A right of pedestrian access by way of a driveway or open lawn area shall also be granted on each lot from the front lot line to the rear lot line, to any utility company having an installation in the easement.

B-7. 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.

B-8. 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.

B-9. 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, or sign of not more than five square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sales period.

B-10. 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.

B-11. Sight Distance at Intersection. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the rectangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street property lines, or in the 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 10 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 obstruction of such sight lines.

PART "C" -- ARCHITECTURAL CONTROL COMMITTEE

C-1. Membership. The Forest Brook Architectural Control Committee shall be composed of the Directors of the Wise Development Co., Inc. A majority of the committee may designate a representative to act for it. Should the Wise Development Co., Inc. be dissolved or at any time no longer own a majority of the lots in Forest Brook Subdivision, then in such event the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change or designate (1) the membership of the committee or (2) the powers and duties of the committee. At any organizational meeting of property owners to change the membership or powers of the Architectural Control Committee, each property owner shall have as many votes as equal the number of lots in Forest Brook Subdivision owned by such property owner.

C-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 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 prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART "D" GENERAL PROVISIONS

D-1. Terms. 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 the covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 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 the whole or in part.

D-2. Enforcement. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

D-3. Severability. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Wise Development Co., Inc. owner of Forest Brook Subdivision does by Joe Wise, its President, hereto set its hand and seal this 11th day of February, 1961.

WISE DEVELOPMENT CO., INC.

BY Joe Wise, President

STATE OF ALABAMA

COUNTY OF HOUSTON

I, the undersigned Notary Public in and for said County in said State, hereby certify that Joe Wise, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument he executed the same voluntarily

Given under my hand this 11th day of February, 1961.

This is a typed copy of the original on file and the Houston County Court House, Dothan, AL