

STATE OF ALABAMA
HOUSTON COUNTY

KINSEY WOODS SUBDIVISION
HOUSTON COUNTY, ALABAMA

**DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS OF KINSEY WOODS SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS, That Whereas the undersigned are the owners of record and the subdividers of the following described real estate, to wit:

All the property embraced in Kinsey Woods Subdivision according to the plat of said subdivision appearing of record in the Office of the Judge of Probate of Houston County, Alabama, in Plat Book 7, Page 12, all of the property lying and being in Houston County, Alabama.

WHEREAS, we, the undersigned, being the owners of 246 lots of Kinsey Woods Subdivision and are desirous of establishing and placing the heretofore described subdivision under certain restrictive covenants to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the high quality and tone of the Community and thereby to secure to each site owner the free and full benefit and enjoyment of his or her home with no greater restrictions upon the free and undisturbed use of his or her site than is necessary to insure the same advantages to the other site owners.

NOW THEREFORE, we, the undersigned do hereby amend the subdivision restrictions as found in Miscellaneous Book 60 Page 195 as recorded in the Office of the Judge of Probate of Houston County, Alabama, and hereby adopt the following covenants, conditions, restrictions, and limitations, which shall apply in their entirety to all lots in the Kinsey Woods Subdivision of Houston County, Alabama, and shall touch and concern and run with the land and hereafter be included as part of the consideration in transferring and conveying title to any or all of said lots of said subdivision.

- (1) *Land Use and Building Type.* All lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than detached single family dwellings not to exceed two stories in height and a private garage for not more than two cars. Neither shall more than one such dwelling be erected on any one numbered lot in said tract. However, more than one lot may be used for the erection of one single family dwelling.
- (2) *Dwelling, Quality and Size.* No dwelling shall be permitted on any lot smaller than herein provided. It being the intention and purpose of the covenant 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 for the minimum permitted dwelling size. No dwelling with a ground floor area of the main structure, exclusive of one story

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Luke Cooley, Judge of Probate, Houston County, Alabama

open porches and garages, less than 1000 square feet in the case of one story structure nor less than 800 square feet in the case of a one and one-half story structure or two story structure shall be permitted on any residential lot.

- (3) **Temporary Structures and Location of Structures.** No trailer, tent, shack, garage, bar or other out building erected on any residential lot shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. Only structures of a permanent nature and character are allowed and shall be so designed as to match the décor of the residence and must be pre-approved by Mark Everett, Michael Everett, and Jean Everett. No building shall be located on any residential building lot nearer than 30 feet to the front lot line nor nearer than 10 feet to any side street or side lot lines. No detached garage or no other out building shall be located nearer than 75 feet to the front lot line and shall not be located nearer than 6 feet to any side lot line.
- (4) **Fences.** No fence shall extend closer to the street or road than the front corners of the house.
- (5) **Satellite Dishes.** No satellite dishes or aerial type antennas shall be constructed or erected with the exception of the new 18" or smaller dishes and only in an inconspicuous location.
- (6) **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 in the neighborhood. In addition, no abandoned automobiles shall be parked on property or roadway. Automobiles shall be movable as to facilitate mowing. The owner of any lot in this subdivision shall have the responsibility of preventing lot he owns from becoming a storage ground for inoperable cars, trucks, vehicles, etc., of any kind accumulating on his lot or lots. Any other unsightly waste, garbage, trash piles, or in any way allowing his lot or lots to become unsightly or detrimental to the value of lots owned by other persons. All lot owners shall maintain their premises and yard so as not to become an eye sore to the neighbors and community. All animals and pets shall be secured within the property boundary of the owner and shall not be allowed to roam free or become a nuisance to the community. Any owner of another lot shall have the power to request of any violator of this section that the objectional items be removed. Failure to comply with this request can be subject to court action by any offended person.
- (7) **Architectural Control.** No building shall be erected, altered, placed or permitted to remain on any building lot in this subdivision until the external design and location thereof have been approved in writing by a building committee composed of Mark Everett, Michael Everett, and Jean Everett. The building committee shall also approve the exterior paint colors, additions and renovations.
- (8) **Enforcement.** If the parties hereto, or any of them or their heirs or assigns shall violate, or attempt to violate any other covenants herein it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute proceeding at law or in equity

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Exhibit B (Cont.)

against these person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing to recover damages or other due for such violations.

(9) *Severability*. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

In Witness Whereof, Jerald Everett Construction Company, Inc. by and through Jean Everett, its Secretary has hereunto set her hand and seal this 23rd day of Sept., 1997.

Jerald Everett Construction Company, Inc.

Jean Everett
BY: Jean Everett, Its Secretary

STATE OF ALABAMA
HOUSTON COUNTY

I, the undersigned authority, a Notary Public in and for the State of Alabama at Large, hereby certify that Jean Everett, in her capacity as Secretary of Jerald Everett Construction Company, Inc., whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me this date, that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 23rd day of Sept., 1997.

Grenda J. Hays
Notary Public
My Commission Expires **MY COMMISSION EXPIRES NOVEMBER 01 1999**

This Instrument Prepared By:
Reginald A. Rhodes
Jackson & Rhodes, P.C.
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MISC 182 660
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Luke Cooley
Judge of Probate
Houston County, Alabama