

State of Alabama  
Houston County

BOOK

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**PART A. PREAMBLE:**

This indenture made and entered into by and between M-G Development Company and the purchaser or purchasers of lots or parcels of land in Nellwood Estates Subdivision in the City of Dothan, Houston County, Alabama, Witnesseth:

Whereas, M-G Development Company, has had platted and subdivided into lots and streets as shown by the plat of said land recorded in plat book 6 page 7, in the Office of the Judge of Probate of Houston County, Alabama, and desire to place certain restrictions on the use of said property as to size of dwelling, cost of dwellings, 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-. 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 single-family dwelling not to exceed two and one-half stories in height.

C-2. Architectural Control: No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the 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. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part D.

C-3. Dwelling Cost, Quality, and Size: No dwelling shall be permitted on any lot at a cost of less than \$ 36,000.00 based upon cost levels prevailing at the dates these covenants are recorded, it being the intention and purpose of the covenants to assume 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 at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 2,400 square feet for a one-story dwelling, nor less than 1200 square feet for a dwelling of more than one story.

C-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 lines shown on the recorded map.

C-5. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

C-6. 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-7. Temporary Structures: No structures of a temporary character trailer, basement, tent, shack, garage, barn, or other out building shall be used on any lot at any time as a resident either temporary or permanently.

C-8. 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 one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by builder to advertise the property during the construction and sales period.

C-9. 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 structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

C-10. Livestock and Poultry: No animals, livestock, 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 that they are not kept, bred, or maintained for any commercial purpose.

C-11. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. All of the above shall be kept in sanitary containers. 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 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street 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 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. Land Near Parks and Water Courses: No building shall be placed or shall any material or refuse be placed or stored on any lot within 10' of the property line of any park or edge of any open water courses, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

PART D. ARCHITECTURAL CONTROL COMMITTEE:

D-1. Membership: The architectural control committee is composed of James W. Grant Jr., David Harold Johnson, Richmond C. McClintock. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members of the committee 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 the covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

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 representatives, fails to approve or disapprove within 15 days after plans and specifications have been submitted to it, prior to the completion thereof, approval will not be required and the related covenant shall be deemed to have been fully complied with.

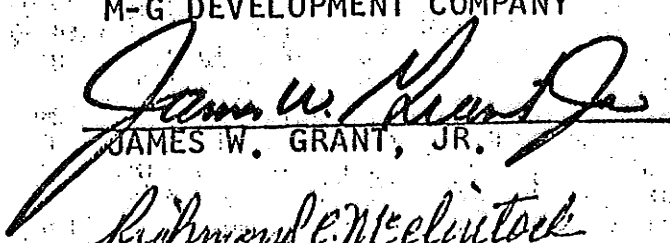
PART E. GENERAL PROVISIONS:

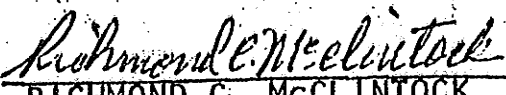
E-1. Term: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

E-2. Enforcement: Enforcement shall be by proceedings 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.

E-3. Severability: Invalidation of anyone of these covenants by judgement or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

M-G DEVELOPMENT COMPANY

  
JAMES W. GRANT, JR.

  
RICHMOND C. McCLINTOCK