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BOOK 0170 PAGE 282

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HOUSTON COUNTY
CLERK OF COURTS
OFFICE
RESTRICTIONS FOR ODOM WOODS SUBDIVISION

STATE OF ALABAMA
HOUSTON COUNTY

PART A - PREAMBLE:

This indenture made and entered into by and between Kelly Springs Development Corp., and the purchaser or purchasers of lots or parcels of land in Odom Woods, a Subdivision in the City of Dothan, Houston County, Alabama, Witnesseth:

WHEREAS Kelly Springs Dev. Corp., has had platted and subdivided into lots and streets as shown by the plat of said land recorded in Plat Book 9, Page 45, 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:

PART B - AREA OF APPLICATIONS:

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-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, basketball goals, 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 with existing structures in the subdivision 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 as provided in Part D.

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- 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 these covenants are recorded. The heated and cooled area of the main structure, exclusive of porches and garages shall be not less than 2000 square feet.
- C-4 **Building Location:** No residence shall be located on any lot closer to the street than the minimum building line shown on the plat. No residence shall be located within 15 feet of any interior lot line or within 40 feet of the rear lot line. No detached building shall be located within 10 feet of the rear lot line within, 15 feet of the side lot line or 40 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 a part of a building, provided, however, that this shall not be construed 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 and drainage facilities are 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 advertise the property during the construction and sale period.
- C-9 **Walls and Encing:** No fence or wall shall be erected or placed upon any lot unless the same shall be constructed of wood or masonry 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, converters, satellite dishes, or other facilities or equipment for the reception of audio or video broadcast 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, 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-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 shall not be used as a permanent residence while parked on any lot in the subdivision, nor used as a temporary or permanent residence while parked on any street in the subdivision, nor parked permanently on any street in the subdivision. Travel trailers 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, 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 must be side or rear entered unless specifically authorized in writing by the Architectural Control Committee.

PART D - ARCHITECTURAL CONTROL COMMITTEE.

- D-1 Membership:** The Architectural Control Committee is composed of Sam Marley, and Nadine Marley, both of Dothan, Alabama. Either committee member may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members 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 this covenant.
- D-2 Procedure:** All requests for approval shall be submitted in writing to the committee. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.
- D-3 Term:** The powers and duties of the members of the Architectural Control Committee shall cease on or after December 31, 2025. Thereafter the approval described in these covenants is executed by the then recorded owners of a majority of lots in the subdivision and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers previously exercised and given herein to the Architectural Control Committee.

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 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 judgment or restrictions by judgment 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 restrictions.

E-5 **Abatement or 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 Kelly Springs Dev. Corp., or its 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:** Kelly Springs Dev. Corp., its successors, or its designated representative, may make other restrictions applicable to each homestead 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, Kelly Springs Dev. Corp., 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 Kelly Springs Dev. Corp., may transfer some or all of its duties hereunder to such corporation.

Done this the 26th day of Sept 1985.

Kelly Springs Dev. Corp.

by: Nadine Marley
Nadine Marley
Its President

STATE OF ALABAMA
HOUSTON COUNTY

I, the undersigned authority in and for said County and State, hereby certify that Nadine Marley, whose name as President of Kelly Springs Dev. Corp., is signed to the foregoing instrument and who is known to me, acknowledged before me on this date, that being informed of the contents of said instrument, he, as such partner and with full authority, executed the same voluntarily for and as the act of said Partnership.

Given under my hand and seal this the 26th day of Sept 1985.

Way Davis
Notary Public
My Commission Expires:

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STATE OF ALABAMA
HOUSTON COUNTY

I hereby certify that the within instrument was filed in this office for record 31st Sept
1995, at 4:01 pm recorded in Miscellaneous Record Book 170, Page 282, and
examined.

Steve Cooley
Judge of Probate

SEP 26 4 01 PM '95
FRED STANLEY
CLERK
HOUSTON COUNTY
ALABAMA
OFFICE OF THE CLERK
COURT HOUSE
MONTGOMERY, ALABAMA

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Kelly Young Development Corp
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