

RESTRICTIVE COVENANTS FOR
THE WOODLANDS AT RIVEREDGE

STATE OF ALABAMA
HOUSTON COUNTY

Oct 3 3 56 PM '91

FILED - OFFICE OF ALA.
HOUSTON COUNTY
CLERK OF PROBATE
JUDGE OF PROBATE

BOOK 133 PAGE 142

PART A. PREAMBLE:

This indenture made and entered into by and between Garden Properties, a Partnership, and the purchaser or purchasers of lots or parcels of land in the WOODLANDS AT RIVEREDGE, a subdivision in the City of Dothan, Houston County, Alabama.

WITNESSETH:

WHEREAS, Garden Properties, has had platted and subdivided into lots and streets as shown by plat of said land recorded in Plat Book 8, Page 94, 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 - 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.

C - 2. Architectural Control Committee: No building, swimming pool or other structure shall be erected, placed or altered on any building 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. In the event the Architectural Control Committee fails to approve or disapprove such design or location within thirty (30) days after plans and specifications have been submitted to such Committee, or its successor, or in any event, if no suit to enjoin the erection or the making of such alteration or construction has been commenced prior to completion thereof, such approval shall not be required, provided however, that this waiver provision shall not apply to any swimming pool, bulkhead, or other structure (not connected with the main dwelling) which is connected to or built upon any subdivision lot and such structure must be approved by the Architectural Control Committee. The powers and duties of the members of the Architectural Control Committee shall cease on or after

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 to the Architectural Control Committee.

The Architectural Control Committee shall be composed of three members and shall be appointed by Garden Properties (or its successors). Such members shall serve until their successors are appointed. Garden Properties (or its successors) shall have the right to remove members for good cause. The Committee shall initially be composed of Edna F. Bragg Babcock, Marilyn Bragg Jinks, and Linda Davis.

C - 19. 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 which shall be visible from the street or from an adjoining dwelling. No tower or antenna shall be erected or maintained on any lot without prior approval of the architectural control committee as to design, construction and location.

PART D. ARCHITECTURAL CONTROL COMMITTEE

D - 1. Plan Approval: Any building located on any homesite in the subdivision must have approval of plot plans describing location and position of buildings to be constructed prior to the commencement of any construction. In the event that the Architectural Control Committee shall disapprove the design or location, the property owner may hereafter submit such building plans and specifications and plot plan showing the location of such building to a committee appointed by Edna F. Bragg Babcock (or the Executor of her estate), a licensed Alabama Architect, and a licensed Registered Engineer, and a majority of this committee may ultimately approve or disapprove such plans.

D - 2. Compatibility Requirements: Each home shall be located on a residence homesite in the subdivision so that it is in harmony and is compatible with other homes and homesites in the immediate vicinity. Decisions on this matter will be made by the Architectural Control Committee as provided in Paragraph C-2 above.

D - 3. Requirements for Swimming Pools, etc: Swimming pools and similar structures may be installed only after obtaining approval as to type, location, construction material and design from the Architectural Control Committee as provided in Paragraph C-2 above.

D - 4. Requirements for Satellite Dishes and Antennas: Satellite dishes and antennas may be installed only after obtaining approval as to design, construction and location on lot.

PART E. GENERAL PROVISIONS

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 , at which time said covenants and restrictions shall terminate. They may be extended for additional successive periods of ten year by written and recorded agreement of a majority of the record owners on , 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 any ownership interest in any other 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 from such violations. In no event and under no circumstances shall a violator of any covenant or restriction herein contained work a forfeiture or reverter of title.

E - 3. Invalidation of any Covenants: Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

C - 3. Dwelling Cost, Quality, and Size: No dwelling shall be permitted on any lot at a cost of less than \$75,000.00 based upon levels prevailing at the date these covenants are recorded, it being 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 at 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 2500 square feet for a one-story dwelling, not less than 1800 square feet for a dwelling of more than one-story with a total of 2500 square feet.

C - 4. Building Location: No building (except a swimming pool, barbecue pit, or other auxiliary structure as expressly permitted by the Architectural Control Committee) shall be located on any lot nearer than 35 feet to the front lot line, or nearer than 35 feet to any side street line. No building shall be located nearer than 10 feet to any interior lot line, except that a minimum five (5) feet shall be required for 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 purpose of this 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.

C - 5. Lot Area and Width: No dwelling shall be erected or placed on any lot having a width of less than 100 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 15,000 square feet. Parts of two or more adjoining lots facing the same street in the same block may be designated as one homesite, provided the lot frontage of such homesite shall not be less than the minimum frontage of lots in the same block facing the same street and the minimum square footage of the homesites shall not be less than the square footage contained in the smallest platted lot in the subdivision.

C - 6. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

C - 7. 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 an annoyance or nuisance to the neighborhood.

C - 8. Temporary Building: No building material or temporary building 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 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 - 9. 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 a builder to advertise the property during the construction and sales period.

C - 10. Oil and Mining Operations: No oil drilling, oil development operation, 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 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 - 11. 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 pet, may be kept provided they are not kept, bred, or maintained for any commercial purpose.

C - 12. Disposal of Refuse: No garbage, trash, ashes, refuse, inoperative vehicles (that have been inoperative for more than 30 days), junk or other waste shall be thrown, or dumped on any lot, part, street or alley in the subdivision or 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 - 13. 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 site-line limitations shall apply on any lot within 10 feet from the intersection of street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distance of any such intersection unless the foliage lines are maintained at sufficient height to prevent obstruction of such sight lines.

C - 14. Land Near Water Courses: No building shall be placed nor shall any material or refuse be placed or stored on any lot within 10 feet of the property line 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.

C - 15. 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 must be hidden from view of the public and adjoining lot owners. No house trailers shall be permitted to remain within the limits of this subdivision.

C - 16. Excavations: No excavations, except such as is necessary for the construction of improvements, shall be permitted, nor shall any hole of any kind be dug on the restricted land, except wells for a swimming pool or lawn pump purposes.

C - 17. Drying of Laundry: No structure or apparatus may be constructed for the outdoor drying of laundry or wash except such structure or apparatus enclosed in such a way so that it is not visible to the public or adjoining lot owners from a distance greater than 25 feet.

C - 18. Separate Buildings or Garages: No building or structure separate from the main house shall be erected on any building lot until the plans, material specifications and plot plan showing the location and design of such building or structure as to conformity and harmony of external design and location with existing structures have been approved by the Architectural Control Committee. Metal buildings will not be allowed.

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: Violation of any restriction or covenant, except such violations as have been waived by failure to take action as provided in paragraph 2 herein, shall give Garden Properties, 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: Garden Properties, a Partnership, its successors or its designated representative, may make other restrictions applicable to each homesite 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 insure 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, Garden Properties, a Partnership, 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 Garden Properties, a Partnership may transfer some or all of its duties hereunder to such corporation.

IN WITNESS WHEREOF, The said Garden Properties, a Partnership, by Edna F. Bragg Babcock as Partner of said Partnership, has caused its name to be signed to these restrictive covenants on this the _____ day of _____ 1991.

GARDEN PROPERTIES, A PARTNERSHIP

Edna F. Bragg Babcock
By: Edna F. Bragg Babcock,
General Partner

STATE OF ALABAMA

HOUSTON COUNTY

I, the undersigned authority in and for said County and State, hereby certify that Edna F. Bragg Babcock, whose name is signed to the foregoing consent as General Partner of Garden Properties, a Partnership, and who is known to me, acknowledged before me on this day that, being informed of the contents of the consent, she executed the same voluntarily for and as the act of said Partnership.



This 3rd day of October 1991.

Virginia B. Davis
Notary Public

My Commission expires:

Filed this 3 day of Oct 91 at 3:56 PM
\$ _____ Deed Tax Paid, Recorded *Yes* Book 133 Page 142
Cletus N. Youmans Judge of Probate No. 8360
HOUSTON COUNTY, ALABAMA

Garden Properties 200
DAV 1606 1350

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