

01-11-1999 09:11AM FRONT DEVELOPMENT & ENGINEERING 10

RESTRICTIONS ON WHITFIELD ESTATES

The following minimum restrictions are placed on each and every lot in Whitfield Estates, a subdivision located in the city of Dothan, Houston County, Alabama, which has been platted and subdivided into lots and streets as shown by the plat or map of the same which is recorded in the Office of the Judge of Probate of Houston County, Alabama in Plat Book 8 , Page 18 .

- (1) LAND USE AND BUILDING TYPE: To clarify the restrictions placed upon the land use and building type in Whitfield Estates, no lot shall be used except for residential purposes in Lots 1 through 48. In Lots 1-48, no building shall be erected, altered, placed or permitted to remain on any lot other than (1) detached single family dwelling not to exceed two and one-half (2 1/2) stories in height and a private garage. Lot 49, Block "E" alone shall be used for commercial purposes consistent with the provisions of the zoning regulations of the City of Dothan, Houston County, Alabama.

- (2) BUILDING LOCATION: The location and use of all structures built in said subdivision shall conform with the provisions of the zoning regulations of the City of Dothan, Alabama, then applicable for R-100-S zoning at the time of construction with the exceptions as hereinafter set forth. No building shall be located on any lot nearer to the front line than the minimum building set back lines shown on said subdivision plat. In any event, no building shall be located on any lot nearer than thirty-five (35) feet to the front lot line, or nearer than thirty-five (35) feet to any side street line. No building shall be located nearer than fifteen (15) feet to an interior lot line, and no dwelling shall be located on any interior lot nearer than forty (40) feet to the rear lot line.

- (3) DWELLING SIZE: The ground floor area of the main structure, exclusive of open porches, terraces, carports, and garages, shall be not less than 1950 square feet for a one or two story dwelling.

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- (4) NUISANCES: No noxious or offensive trade or activity shall be carried on upon any residential lot, and no activity shall be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- (5) TEMPORARY STRUCTURES: No trailer, basement, tent, shack, temporary structure, garage 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.
- (6) 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, or adjoining lot owners.
- (7) EASEMENTS: Easements for installment and maintenance of the utilities and drainage facilities are reserved as shown on the recorded plat.
- (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 (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by builders to advertise the property during the construction and sales.
- (9) 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.
- (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.

- (11) DISPOSAL OF REFUSE: No garbage, trash, ashes, refuse, inoperative vehicles (that have been inoperative for more than thirty (30) days), junk or other waste, shall be thrown or dumped on any lot, park, street, or alley in the subdivision are permitted to remain upon any such place.
- (12) TERM: These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them.
- (13) ENFORCEMENT: If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any covenants herein, it shall be lawful for any other person or persons owning any real estate situated in said development or subdivision to prosecute by proceeding at law or in equity against the 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 dues for such violations. If the party attempting to enforce these restrictions shall prevail in any proceeding at law or in equity, such party shall be entitled to recover reasonable attorney's fees and court costs, which shall be assessed against the party which is found to be in violation of the restrictions.
- (14) SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.