

Henry Co., AL No. 9818 P. 2  
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**RESTRICTIONS FOR WISTERIA PLACE SUBDIVISION**

Lamar Turner, Judge of Probate

**STATE OF ALABAMA**

**HENRY COUNTY**

**PART A – PREAMBLE:**

This indenture made and entered into by and between Driggers Development, a limited liability company, and the purchaser or purchasers of lots or parcels of land in Wisteria Place Subdivision, a Subdivision in the City of Headland, Henry County, Alabama, witnesseth:

WHEREAS, Wisteria Place, a limited liability company, has had platted and subdivided into lots and streets as shown by the plat of said land recorded in Plat book 2, Page 72, in the office of the Probate of Henry County, Alabama, and desires to place certain restrictions on the use of said property as to the 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 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 building, not to exceed 2 stories in height. The building plan and plot plan must have prior approval from the Architectural control committee. For structures other than main building refer to C-2.

**C-2 Architectural Control:** No storage buildings are to be allowed unless they are out of view from the street in front of the building, and they are made of similar construction as the building. No other type 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 expressly approved at 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.

**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 porches and garages shall be not less than 1650 sq. feet.

**C-4 Material Specifications:** Each building shall consist of a least 80% brick veneer for exterior wall coverings. The front, sides and rear elevation must be brick from bottom plate line to top plate line. Indention for porch areas, etc. are excluded. No roof pitch is to be lower than 6/12 pitch. Roofing colors are to be limited to shades of brown, gray and black. Any brick or any other roofing color must be approved in advance by the Architectural Control Committee.

**C-5 Landscaping:** The purchaser shall plant and maintain two (2) hardwood trees of not less than 2" caliper. The trees may be oak (excluding water oaks), maple, elm, or palm. The purchaser must sod the lot with centipede grass. In the event the owner of a lot permits any underbrush, weeds, etc. to grown on any such lot to a height of one (1) foot, (except as part of a landscaping plan approved by the Architectural committee) and on request fails to have the premises cut within ten (10) days, agents of the Architectural committee, its successors and assigns, may enter upon said lot and cut and remove the same at the expense of the owner.

**C-6 Mailbox:** Each mailbox holder must be constructed out of the same brick as the house. The color of the mailbox must be black.

**C-7 Building Location:** No building shall be located on any lot nearer than 30 feet to the front line, 30 feet to any side street line, 10 feet to any interior lot line, or 30 feet to any rear lot line. For the purpose of this covenant, eaves, steps and fireplace chases shall not be considered as a part of an interior, provided, however, that this shall not be construed to permit any portion of a building or a lot to encroach upon another lot.

**C-8 Garages:** Each house is to have a minimum of a one car garage to be located to the side of the house. No carports are allowed.

**C-9 Easements:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

**C-10 Nuisance:** No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may become any annoyance or nuisance to the neighborhood.

**C-11 Temporary Buildings:** No building material 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 of parcel of and 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 within one year after such material or temporary building was placed thereon, whichever is sooner.

**C-12 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; and the design, construction, and location of such building shall be expressly approved by the Architectural Control Committee. No portable storage buildings are allowed.

**C-13 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 five feet square, advertising the property for sale or rent, or one used by a builder to advertise the property during the construction and sales period.

**C-14 Livestock and Poultry:** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that cats, dogs and other household pets, may be kept provided they are not kept, bred or maintained for any commercial purpose. However, any such animal must always be under the complete control of its owner. If the owner of any such animal allows the animal upon any part of the subdivision, then said owner shall be responsible for removing and disposing of any waste from said animal.

**C-15 Disposal of Refuse:** No garbage, trash, ashes, refuse, inoperative vehicles (that have been inoperative for more than 30 days) or other waste shall be thrown or dumped on any lot or street in the subdivision as 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-16 Sight Distance of Intersection:** No fence, wall edge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways section of a property line or with the edge of a driveway. 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-17 Drying of Laundry:** No structures or apparatus may be constructed for the outdoor drying of laundry or wash.

**C-18 Excavations:** No excavating, except such as is necessary for the construction of improvements, shall be permitted.

**C-19 Fencing:** No fences shall be installed on any lot without the written approval of the Architectural Committee, but in no case shall the fencing be closer the front street than the rear wall of the house. Any wall visible to the street must be of wood or vinyl, with the good side facing out.

**C-20 House and Travel Trailers:** No house trailers, travel trailers or motor homes are allowed in the subdivision.

**C-21 Commercial Trucks:** No commercial trucks may be parked, stored, or kept within the subdivision. However, this provision is not intended to prevent delivery trucks and moving vans from entering the subdivision for their normal business deliveries or pickups.

**C-22 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-23** The Declarant (Driggers Development, LLC, its successors and assigns, a perpetual, alienable and releasable easement and right, on, over, across and under the ground to erect, maintain and use electric poles, wires, cables, conducts, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone, gas, sewage, water or other public conveniences or utilities, and such other easements as are shown on the recorded plat of Wisteria Place Subdivision. The easements expressly include the right to cut any trees, bushes, shrubs, hedge, etc. and include the right to grade, ditch and any like action reasonably necessary to provide economical utility installation.

#### **Part D – ARCHITECTURAL CONTROL COMMITTEE:**

**D-1 Membership:** The Architectural Control Committee is composed of Driggers Development, LLC and Dee Dee Cargile of By Design. 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 member 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:** The Committee's approval or disapproval is required in the covenants shall be in writing. 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, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, 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 Restriction:** 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 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 for such violations. In no event and under no circumstances shall a violator of any covenant of 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 judgement or court 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 Wisteria Place, a limited liability company, 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:** Driggers Development, a limited liability company, its successors, or its designated representative, may make other restrictions applicable to each homesite by appropriate provision in the contract for deed or any deed without otherwise modifying the general plan herein outlined, and such other restrictions shall insure to 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.

## **PART F – HOMEOWNER’S ASSOCIATION**

**F-1** Declarant (Driggers Development, LLC – its successors and assigns) shall cause to be formed an association to be known as **WISTERIA PLACE HOMEOWNERS ASSOCIATION**, with the powers and duties as set forth below. Any purchaser of any lot in the subdivision is deemed to have consented specifically to this provision and does specifically agree to comply with the provisions as set as herein. Every owner of a lot in the subdivision shall be a member of the homeowners association, except that only one membership shall be allowed per lot. Where lots are owned by more than one (1) owner, such owners shall, by written instrument, designate one (1) of such owners to be the sole voting member.

**F-2** “Class A” membership consists of the owners of lots other than Declarant. Class A members are entitled to one (1) vote per each lot owned.

**F-3** “Class B” membership consists of the Declarant only. Declarant shall be entitled to three (3) votes per each lot owned until such time as the total votes outstanding in Class A membership and Class B membership are equal.

**F-4** The members of the association shall elect a Board of Directors that shall consist of not less than three (3) individuals, each of whom shall be voting member, and said Board shall be elected at each annual meeting by the members of the Homeowners Association.

**F-5** The Board of Directors of the Homeowners Association shall have the following duties, rights and powers:

- a. To adopt rules for the regulation and operation of the subdivision and to change, modify or adjust, from time to time, the different and various classifications of maintenance fees.
- b. To levy and collect monthly, quarterly, annual or periodic maintenance fees, against and from owners; to collect delinquent maintenance fees by suit or otherwise; and to collect such other fees as are herein authorized.
- c. From funds collected, to provide for maintenance, management, insurance and other expenses pursuant to its obligations.

- d. To lease, acquire and sell real and personal property pursuant to its obligations.
- e. To enter upon the lots when necessary in connection with the duties outlines in these restrictions.
- f. To enjoin or seek damages from the owners of the lots in the subject property for violation of these restrictions or violation of any of the rules of said association.
- g. To suspend the voting rights of a delinquent owner.
- h. To perform any task necessary to lawfully carry out these restrictions of any of the rules of the association.

#### **PART G – MAINTENANCE FEES**

**G-1** "Maintenance Fees" shall mean and refer to expenditures made or liabilities incurred by the Declarant, its successors and assigns, and/or the Homeowner's Association, used to promote the recreation, health, safety and welfare of the residents of the subdivision and for the improvement and maintenance of the subdivision, or otherwise authorized herein.

**G-2** The owner of any lot by acceptance of a deed for such lot, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay to the Association such maintenance fees that are assessed by the Declarant, its successors and assigns, and/or the Homeowners Association, and agrees that such maintenance fees create a lien on the property.

Done this the 3 day of August, 2006

DRIGGERS DEVELOPMENT  
AN ALABAMA LIMITED LIABILITY COMPANY

  
Curtis Driggers

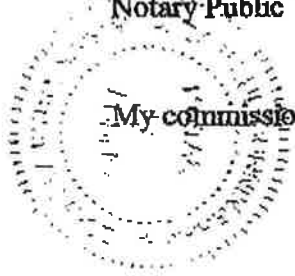
STATE OF ALABAMA  
HENRY COUNTY

STATE OF ALABAMA HENRY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Curtis Driggers of Driggers Development, LLC whose name is signed to the foregoing document and who is known to me, acknowledged before me on this date, that being duly Informed of the contents of said document, they executed the same voluntarily on the date the same bears date.

Given under my hand and seal on this 3 day of August, 2006

  
Notary Public



My commission Expires: 11-8-08