

RESTRICTIONS FOR CRESTWOOD VILLAGE SUBDIVISION,

STATE OF ALABAMA

HOUSTON COUNTY

MISC 217 83
Recorded In Above Book and Page
05/08/2003 03:00:53 PM
Luke Cooley
Judge of Probate
Houston County, Alabama

PART A – PREAMBLE:

This indenture made and entered into by and between Crestwood Village, a limited liability corporation, and the purchaser or purchasers of lots or parcels of land in Crestwood Village Subdivision, a Subdivision in the City of Dothan, Houston County, Alabama, witnesseth:

WHEREAS, Crestwood Village, a limited liability corporation, has had platted and subdivided into lots and streets as shown by the plat of said land recorded in Plat Book 11, Page 36, 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 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 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.

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 of these covenants are recorded. The heated and cooled area of the main structure, exclusive of porches and garages shall be not less than 1350 sq. feet for lots 4 through 84, BLK. A, and lots 4 through 16 BLK. B. For lots 1 through 3 BLK. A and 1 through 3 BLK. - B, the minimum area will be 1500 sq. feet.

C-4 Material Specifications: Each building shall consist of at least 80% brick veneer for exterior wall coverings. The front, sides, & 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 5/12 pitch. Roofing colors are to be limited to shades of brown, gray and black. The brick used must be from the following manufacturers: From Boral Brick: Mt. Vernon, Old Overton, Annapolis, Wellington, Homewood, and Woodward. From Henry Brick: Old Virginian. Any other brick must be approved in advance by the Architectural Control Committee.

C-5 Landscaping: The purchaser shall plant and maintain four (4) hardwood trees of not less than a 2" caliper. The trees may be oak, maple or elm. Two will be placed in the front yard and two will be placed in the back yard.

C-6 Building Location: No building shall be located on any lot nearer than 30 feet to the front lot line, 30 feet to any side street line, 4 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. Also, lots 1-16 Block B and lots 1-3 Block A have a special 30' undisturbed buffer area on rear of lots.

C-7 Garages: Each house shall have a minimum of a one car garage. No carports are allowed.

C-8 Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

C-9 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-10 Temporary Buildings: No building materials 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 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-11 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-12 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 square feet advertising the property for sale or rent, or one sign used by a builder to advertise the property during the construction and sales period.

C-13 Livestock and Poultry: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot.

C-14 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-15 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. 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-16 Drying of Laundry: No structures or apparatus may be constructed for the outdoor drying of laundry or wash.

C-17 Excavations: No excavating, except such as is necessary for the construction of improvements, shall be permitted.

C-18 Fencing: No fences shall be installed on any lot without written approval of the Architectural Committee, but in no case shall the fencing be closer to the front street than the rear wall of the house. Any wall visible to the street must be of wood, with the good side facing out.

C-19 House and Travel Trailers: No house trailers, travel trailers or motor homes are allowed in the subdivision.

C-20 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.

PART D – ARCHITECTURAL CONTROL COMMITTEE:

D-1 Membership: The Architectural Control Committee is composed of Charles H. Chapman, III and John Watson, 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 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 as 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, 2023. 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 a 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, 2023, 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, 2023, 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 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 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: Violation 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 Crestwood Village, a limited liability corporation, 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: Crestwood Village, a limited liability corporation, 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 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, Crestwood Village, 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 corporation is started is started, the Architectural Control Committee and/or Crestwood Village may transfer some or all of its duties hereunder to such corporation.

Done this the 8th day of MAY, 2003

CRESTWOOD VILLAGE
AN ALABAMA LIMITED LIABILITY
CORPORATION

BY: Charles H. Chapman, III
Charles H. Chapman, III

Ret.:
Charles Chapman
P O Drawer 220
Dothan, AL 36302

Recording Fee 23.00
TOTAL 23.00

2005

RESTRICTIONS FOR CRESTWOOD VILLAGE SUBDIVISION, FIRST ADDITION

MISC 239 100
Recorded In Above Book and Page
11/04/2005 03:24:33 PM
Luke Cooley
Judge of Probate
Houston County, Alabama

STATE OF ALABAMA
HOUSTON COUNTY

PART A - PREAMBLE:

This indenture made and entered into by and between Crestwood Village, a limited liability corporation, and the purchaser or purchasers of lots or parcels of land in Crestwood Village Subdivision, a Subdivision in the City of Dothan, Houston County, Alabama, witnesseth:

WHEREAS Crestwood Village, a limited liability corporation, has had platted and subdivided into lots and streets as shown by the plat of said land recorded in Plat Book 11, Page 75, 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 building, not to exceed two 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 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 expressly 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.
- 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

- C-4 Material Specifications: Each building shall consist of 100% brick veneer to top of plate height, front, sides and rear. Indention for covered porches and gables above plate height are excluded. No roof pitch is to be lower than 5/12 pitch. Roofing colors are to be limited to shades of brown, gray and black. The brick used must be from the following colors: Providence, Brunswick, Ole Virginian, Ole Cahaba, Riverview, St. Louis, Wellington, Georgetown, Vinings, Weracoba 2. Any other brick must be approved in advance by the Architectural Control Committee.
- C-5 Landscaping: The purchaser shall plant and maintain four (4) hardwood trees of not less than a 2" caliper. The trees may be oak, maple or elm. Two will be placed in the front yard and two will be placed in the back yard, if no trees can be saved on lot.
- C-6 Building Location: No building shall be located on any lot nearer than 30 feet to the front lot lines, 30 feet to any side street line, 5 feet to any interior lot lines, 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-7 Garages: Each house shall have a minimum of a two-car garage. No carports are allowed.
- C-8 Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
- C-9 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-10 Temporary Buildings: No building materials 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 within one year after such material or temporary building was placed thereon, whichever is sooner.
- C-11 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, all brick to plate height and shingles on roof; 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-12 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 square feet advertising the property for sale or rent, or one sign used by a builder to advertise the property during the construction and sales period.
- C-13 Livestock and Poultry: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot.

- C-14 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 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-15 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-16 Drying of Laundry: No structure or apparatus may be constructed for the outdoor drying of laundry or wash.
- C-17 Excavations: No excavating, except such as is necessary for the construction of improvements, shall be permitted.
- C-18 Walls and Fencing: No fence or wall shall be erected or placed upon any lot unless the same shall be constructed of wood or masonry or equivalent (no chain link fencing); and the design, construction and location of such fence or wall shall be expressly approved by the Architectural Control Committee. If the fence is constructed of wood, the good side must show to the outside.
- C-19 House and Travel Trailers: No house trailers, travel trailers or motor homes are allowed in the subdivision.
- C-20 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.

PART D - ARCHITECTURAL CONTROL COMMITTEE:

- D-1 Membership: The Architectural Control Committee is composed of Charles H. Chapman, III and John Watson, 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, 2023. 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 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 December 31, 2023, 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, 2023 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 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 judgement or restrictions by judgement 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 Crestwood Village, a limited liability corporation, 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: Crestwood Village, a limited liability corporation, 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 outlines, 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, Crestwood Village, 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. Homeowners will also be responsible for the power used for streetlights provided by Alabama Power after the Developer has sold 75% of the lots. Power bills cannot be prorated per lot. When such a corporation is started, the Architectural Control Committee and/or Crestwood Village, a limited liability corporation, may transfer some or all of its duties hereunder to such corporation.

Done this the 4th day of November, 2005.

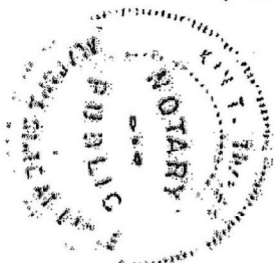
CRESTWOOD VILLAGE
AN ALABAMA LIMITED LIABILITY CORPORATION

BY: Charles H. Chapman, III
Charles H. Chapman, III

STATE OF ALABAMA
HOUSTON COUNTY

I, the undersigned authority in and for said County and State, hereby certify that Charles H. Chapman, III whose name as Administrative Member is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date, that being informed of the said instrument, he, 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 4th day of November, 2005.



K. J. Hylle
Notary Public
My Commission Expires: 04-10-2007

I hereby certify that the within instrument was filed in this office for record _____, at _____, and recorded in Miscellaneous Record Book _____, Page _____, and examined.

Judge of Probate

Ret. Charles Chapman
P.O. Box 220
DOTHAN, AL. 36302

Recording Fee 23.00
TOTAL 23.00

CONTRACT EXTENSION AGREEMENT

CRESTWOOD VILLAGE COMMUNITY ASSOCIATION, INC. DBA: CRESTWOOD VILLAGE SUBDIVISION

2003 and 2005 RESTRICTIONS FOR CRESTWOOD VILLAGE SUBDIVISION

Pursuant to the Bylaws of the Crestwood Village Community Association, an incorporated Association formed April 22, 2008, and the "Subdivision" known as Crestwood Village per map or plat thereof in the Office of the Probate Judge of Houston County, Alabama, and Plat Book 11 Pages 36 and 75; and

WHEREAS the Parties entered into the Office of the Judge of Probate of Houston County, Alabama, Restrictions for Crestwood Village Subdivision, respectively dated May 8th, 2003, and November 4th, 2005 (the "Original Contracts"); and

RECOGNIZING the 2003 and 2005 Restrictions ("the Original Contracts"), respectively, are set to End as of December 31, 2023; a written Official Notice & Call for a Special Meeting of the Members of Crestwood Village Homeowners Association was held on October 10, 2023, at 6:30 P.M. Dothan, Alabama; and

WHEREAS pursuant to the Original Contracts, and in consideration of the mutual covenants contained herein, collectively, the Parties of Crestwood Village Subdivision consisting of a written and recorded agreement of a majority of the record owners hereby agree to extend the term of the Original Contracts in accordance with the terms of the Original Contracts as well as the terms provided herein as follows:

The Original 2003 and 2005 Contracts jointly attached hereto as part of this Extension, will end: December 31, 2023.

The Parties agree to this CONTRACT EXTENSION AGREEMENT with an "Effective Date" of January 01, 2024, immediately upon the expiration of the original time period, and will end on December 31, 2033.

This Extension binds and benefits the Parties and any successors or assigns. This document,

(1)

BK 217
Pg 83

BK. 239
Pg 100

including the attached Original Contracts, is the entire agreement between the Parties.

All other terms and conditions of the Original Contracts remain unchanged.

DONE this the 6th day of December, 2023.

CRESTWOOD VILLAGE COMMUNITY ASSOCIATION, INC,

By: Robert L Hughes
Robert Hughes, President

By: Mary McGrady
Mary McGrady, Vice President

I the Undersigned Authority in and or said County and State, hereby certify that

Robert Hughes and Mary McGrady

whose names are signed to the foregoing restrictions, and who are known to me, acknowledged before me on this day, that being informed of the contents of the restrictions, he/she, as such Officers and with full Authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and Official Seal this the 6th day of December, 2023.

Joann L. Russell
Notary Public 5/17/2027



HOUSTON COUNTY ** PATRICK H DAVENPORT ** PROBATE JUDGE

Houston County
462 N Oates St
Dothan AL 36303

Sale Transaction: 12/6/2023 9:25:40 AM

Payment Information

Card Type:	Visa
Amount:	19.00
Convenience Fee:	0.50
Total:	19.50
TransID:	3611421161,3611421182

CARDHOLDER SIGNATURE

Cardholder acknowledges and agrees to pay the amounts shown hereon and agrees to perform the obligations set forth by the cardholder's agreement with the issuer.

All transactions are processed on behalf of Houston County by Flat Rate Processing. The convenience fee was NOT charged to you by Houston County but by Flat Rate Processing as the providers of this service.

Any questions regarding this convenience fee, please call FRP directly at 888.592.1110

Land Record

888/201 - MISCELLANEOUS (RECORDING)

\$19.00

ID:422308

CASH :	\$0.00
CHECK :	\$0.00
CC :	\$19.00
CHANGE DUE:	\$0.00
TOTAL :	\$19.00