

RESTRICTIONS TO BOUGAINVILLEA SUBDIVISION

The following minimum restrictions are placed on each and every lot in Bougainvillea Subdivision, 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 10, Page 176.

Single Family Residences: The lots in the subdivision shall be used for single family residential purposes.

2) Building Committee: No building shall be erected, altered, placed or permitted to remain on any building lot in this Subdivision until the external design and location have been approved by a Building Committee consisting of Larry C. Register and Marilyn Jinks or their designated representative. In the event the Building Committee fails to approve or disapprove such design or location within thirty (30) days after plans have been submitted to the Building Committee, which said submission shall be evidenced by written receipt from one or more members of the Building Committee, then the requirement of approval shall be deemed to have been waived. In the event of the death or resignation of one of the above named members of the Committee, the survivor shall appoint a replacement for such member of the Building Committee.

Upon the sale of ninety-five percent (95%) of the lots in Bougainvillea Subdivision, the responsibilities of the Building Committee shall terminate and the committee shall automatically dissolve.

3) Compliance with Zoning: 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 at the time of construction. The minimum construction setback lines shall be those shown on the recorded plat of Bougainvillea Subdivision.

4) Nuisance: 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) Other Structures: No trailer, basement, tent, garage or other outbuilding shall be erected on any residential lot for use temporarily or permanently as a residence, and no structure of a temporary character shall be used as a residence.

6) Structure Size: Single family dwellings shall have a ground floor area of the main structure, exclusive of open porches, garages and outbuildings of at least 1100 square feet. One and one-half or two story structures shall have a ground

floor of at least sixty (60) percent of the total square footage allocated for the structure. No carports are allowed. Garages must be enclosed on all sides.

7) Side Line Setback: No building shall be constructed nearer than five (5) feet to any side of the property line.

8) Recreational Vehicles: Recreational vehicles 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. Recreational vehicles that are or become unsightly must be hidden from view of the public, or adjoining lot owners.

9) Excavations: No excavation, except such as is necessary for the construction of improvements, shall be permitted.

10) Compatibility Requirements: Each building 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 the Building Committee.

11) Requirements for Swimming Pools, etc.: Swimming pools and similar structures may be installed only after obtaining written approval as to type, location, construction material and design from the Building Committee as provided in paragraph 2 above.

12) Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

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 one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by builder to advertise the property during the construction and sales period.

14) 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. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

15) 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 they are not kept, bred, maintained for any commercial purpose.

16) Disposal of Refuse: No garbage, trash, ashes, inoperative vehicles (that have been inoperative for more than 30 days), junk or other waste shall be thrown, or dumped on any lot, park, 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.

17) 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.

18) 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.

19) 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 the Bougainvillea Subdivision Building Committee, 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.

20) These covenants and restrictions are to run with the land, and shall be binding on all parties and persons claiming ownership thereto.

21) If the parties hereto, or any of them, or their heirs or assigns, violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said Subdivision to prosecute a suit at law or in equity against the person or persons violating or attempting to violate these covenants for the purpose of preventing them from so doing, or to recover damages for such violation.

BOUGAINVILLEA SUBDIVISION

By: 

LARRY C. REGISTER
Member, BOUGAINVILLEA LLC

STATE OF ALABAMA)
HOUSTON COUNTY)

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Larry C. Register, whose name as

a Member of Bougainvillea LLC, an Alabama Limited Liability Company, Developer of Bougainvillea Subdivision, is signed to the foregoing RESTRICTIONS TO BOUGAINVILLEA SUBDIVISION, and who is known to me, acknowledged before me on this day, that being informed of the contents of said RESTRICTIONS TO BOUGAINVILLEA SUBDIVISION, he, as such Member, and with full authority, executed the same voluntarily for and as the act of said the said Bougainvillea LLC, an Alabama Limited Liability Company, Developer of Bougainvillea Subdivision.

Given under my hand and official seal this 21 day of June, 1996.

Stephen J. Echeverry
NOTARY PUBLIC

My Commission Expires: 4/15/98



176 232
Recorded In Above Book and Page
06/21/1996 02:16PM
Luke Cooley
Judge of Probate
Houston County

SPJ Fee	2.00
Recording Fee	11.00
TOTAL	13.00