

RESTRICTIONS OF DUNLEITH SUBDIVISION

The following minimum restrictions are placed on each and every lot in Dunleith, a subdivision in the City of Dothan, Houston County, Alabama, a map or plat of which is recorded in the Office of the Judge of Probate of Houston County, Alabama in Plat Book 8, Page 97.

- (1) All lots in the subdivision shall be residential lots. No building or structure shall be erected, placed or permitted to remain on any residential lot other than detached single family dwellings, not to exceed three stories in height, and a private garage. No more than one such dwelling shall be erected on any one numbered lot in the subdivision. However, more than one lot may be used for the erection for one single family dwelling.
- (2) No building or structure 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 in writing by a committee composed of James E. Killebrew, and John H. Watson or whomever they designate. In the event the committee fails to approve or disapprove such design or location within thirty (30) days after plans have been submitted to said committee, then such approval will not be required. The completion of any construction, alteration or placement of a structure for thirty (30) days or more shall be construed as prima facie evidence of the committee's approval. In the event of the death or resignation of one of the above named members of the committee, the survivors shall appoint a replacement for such member of the committee.
- (3) No noxious or offensive trade 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.
- (4) No trailer, basement, tent, garage or other out building 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.
- (5) No dwelling shall be permitted to be constructed on any residential lot within the subdivision, with a ground floor area of the main structure, exclusive of open porches, garages and out buildings of less than 1800 square feet for a one story structure or less than 1000 square feet (ground floor) for a one and one half or two story structure and in no event shall the square footage be less than 1800 square feet, exclusive of open porches, garages and out buildings.
- (6) 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 or one sign of not more than five square feet advertising the property for sale or rent or signs used by builders to advertise property during the construction and sales.

(7) 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 any lot.

(8) 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.

(9) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(10) 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 person owning any real property situated in said subdivision to prosecute a suit at law or in equity against the person or person violating or attempting to violate these covenants for the purpose of preventing them from doing so, or to recover damages for such violations.

(11) No section shall be removed or alterations of any kind made to the fence running along the front of Dunleith Subdivision. It is the responsibility of the adjacent land owner to keep his section of fence painted and in good state of repair.

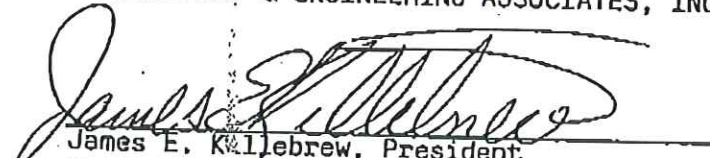
(12) No fence of any kind shall be erected without written approval of a committee composed of James E. Killebrew, and John H. Watson or whomever they designate. In the event the committee fails to approve or disapprove such fence within thirty (30) days after written request has been submitted to said committee, the such approval will not be required.

(13) The covenants and restrictions are to run with the land, and shall be binding on all parties and persons claiming ownership hereto, unless changed by 51 percent of the owners of all lots.

(14) Invalidity of any one of these covenants shall not affect the validity of any other covenants, which shall remain in full force in effect.

This the 21st day of November, 1991.

DEVELOPMENT & ENGINEERING ASSOCIATES, INC.


James E. Killebrew, President
Owner