

# DUE WEST

3.00 FirstPage Fee  
27.00 AddlPages Fee  
2.00 Special1 Fee  
3.00 Special2 Fee  
5.00 Special3 Fee  
3.00 Clocking Fee

## AMENDED COVENANTS AND RESTRICTIONS

### BLOCK A LOTS 1 THRU 12

Total Fees: \$43.00

STATE OF ALABAMA  
HOUSTON COUNTY

This declaration, made this 25th day of FEBRUARY 2020, by M and M HOMEBUILDERS, L.L.C.

The intent of these covenants and restrictions are to keep the integrity of this neighborhood to the highest of standards, all lots sold will have to abide by these covenants and restrictions, once deed and ownership has changed from developer and new owner.

### DEFINITIONS

ACC: ARCHITECTURAL COMMITTEE: A committee of two or more persons that may include David Mauldin, his successors, or representative. The purpose of this committee is to review all lot improvements for conformance to the community design standards, before, during, and after completion of any improvement.

HOA: HOMEOWNERS ASSOCIATION: Developer shall cause to be formed an association to be known as Due West Homeowner's 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 out herein. Every owner of a lot in the subdivision shall be a member of the HOA, except that only 1 (one) membership shall be allowed per lot. Where lots are owned by more than 1 (one) owner, such owners shall, by written instrument, designate 1 (one) of such owners to be the sole voting member.

HOA REASON: An HOA is intended to keep the neighborhood in a neat, clean, and pleasant place to live. Having common areas that need to be kept up as well, the dues are to be spent on common area maintenance. The covenants are to keep all residents on the same level with clean, neat yards and houses. See section C-26.

HOA FEES: Moneys deemed necessary for the maintenance and upkeep of the common area of said subdivision, such as front gate, retention pond, security light, electric bill, and water bill for common area. 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 any and all fees to the Developer, its successors and assigns, and/or the HOA, and agrees that such maintenance fees create a lien on the property. Fees shall start on all lots sold after June 1, 2013, with or without residence. Fees will be paid to M and M Homebuilders until such time as an association has been formed. Fees will be \$400.00 (four hundred dollars) a year. See section 36. Fees are to be paid yearly. Late fee of \$10.00 (ten dollars) will be added to every month that is late. Unpaid fees can and will be assessed to property deed. Fees may increase due to association cost increase.

#### GENERAL PROVISIONS

1. These covenants are to run with the land and be binding on all lots and persons claiming under them for a period of 25 (twenty five) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 (ten) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or part.
2. In the event any person or persons shall violate or attempt to violate any of the covenants herein, it shall be lawful for Developer, its successors and assigns, the homeowner's association, or any other person or persons owning real property situated in said subdivision, to prosecute any proceedings at law in or in equity against any person or persons violating or attempting to violate any covenant either to restrain violating or to recover damages.

3. Invalidation of any one of these covenants or any part thereof, by judgment or court order shall in no way effect any of the other provisions that shall remain in full force and effect.
4. These restrictions may be amended at any time by a instrument in writing, signed by the then recorded (deed only) owners of a majority (majority being at a minimum of 2/3 recorded lot owners, each lot having only 1 (one) vote) of the lots in Due West Subdivision, which instrument must be filed and recorded in the office of the Probate of Houston County, Alabama. Each lot owner must respond within 30 days of receiving certified mail notice, or their position to vote will be revoked.

#### PART A PREAMBLE

This indenture made and entered into by and between Due West and the purchaser or purchasers of lots or parcels of land in Due West Subdivision, a subdivision in the City of Dothan, Houston County, Alabama.

WHEREAS, Due West, has been platted and subdivided into lots and street as shown by the plat of said land recorded in Plat Book 13, Page 82, in the office of the Judge of Probate of Houston County, Alabama, and desires to place certain restrictions on the use of said property 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 all lots and common area of Due West.

## 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 or a maximum of 35 feet above grade. The building plan, specifications, and plot plan must have prior approval from the Architectural Control Committee. (ACC) For structures other than main building refer to C-2. All dwellings, houses, garages, and buildings must be completed, no longer than 9 (nine) months from date permit was issued, and/or start date whichever is first.

**C-2 ARCHITECTURAL CONTROL:** (HERE AFTER REFERED TO AS ACC) Architectural Control Committee shall consist of David W. Mauldin and his assigned. No storage buildings, garages, or the likes may be built on the property until ACC has reviewed plans, specifications, and lot placement, (location on lot) no building shall ever be closer than 5 feet to the property line. No other building, cabana, swimming pool, fences, walls, TV satellite dishes, basketball goals (no sport items are to be on the street or sidewalks) or any other structures shall be erected, placed, or altered on any lot in the subdivision until plans, material specifications, and plot plan showing location and design of such building or structures have been expressly approved as to the conformity and harmony of external design and location with existing structures in the subdivision and as to the location of the building or other structures in respect to topography and finished ground elevation by the ACC.

**C-3 SIZE AND QUALITY:** It is the intention and purpose of the covenants to assure that all dwellings, and /or other structures shall be of a quality of workmanship and material substantially the same or better than those which can be produced on the date of these covenants are recorded. The heated and cooled area of the main structure, exclusive of porches, storage and garages shall be 2000 (two thousand) sq. ft.

**C-4 MATERIAL SPECIFICATIONS:** Each building shall consist of at least 100% masonry products from top of footings to top plate line. Cement siding is acceptable (must be approved by ACC). All block shall be covered with brick or

stone, unless ACC approved (in writing) material continues to footings. Vinyl and aluminum products can be used in soffits and porch ceilings. All brick, stone, cement siding and exterior paint colors must be approved by ACC. Roof pitch is to be no lower than 6/12 (six on twelve). Roof pitch less than 6/12 may be used only with written permission from ACC. Roofing material must be approved by ACC.

C-5 HVAC: Each building will be constructed with a central HVAC unit. No window or thru the wall A/C units allowed.

C-6 LANDSCAPING: Yards must have grass planted in the entire front and side yards, and at least 20 (twenty) feet beyond back of house. Grass is to be kept at a height of no more than 5 (five) inches. All shrubs, bushes, and like plants shall be kept in a neat appearance. No artificial grass, plants, or flowers may be used when landscaping yards. Drive and curbs shall be kept edged. (no grass growing over the edge of said structures). Trash piles for yard clippings or other waste must be rotated or pad put in place to keep grass from dying. Pad for the above must be approved by ACC. Yards shall be kept in a neat and clean appearance. No parking on grass. See section C-20.

C-7 BUILDING LOCATION: No building shall be located on any lot nearer than 20 (twenty) to the front lot line, (ACC may give written permission for a 15 foot setback on certain lots, must have written permission,) 30 feet (thirty) to the rear lot line, 15 feet (fifteen) to any side street lot line, all lots will have a 5 foot (five) side lot line. For the purpose of this covenant, eaves and steps shall not be considered as part of the exterior, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another lot. Special exemptions could be granted only with written permission from the ACC and must stay with city codes.

C-8 GARAGES: Each house shall have a minimum of a 2 (two) car garage. Garage doors to be kept shut when garage is not in neat and orderly fashion. A garage may not be remodeled or converted for use as living area and may not be used for business purposes.

C-9 EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 10 feet (ten) special easements on house side of curb.

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. No modified exhaust systems on residents, or visitors vehicles, that is noisy and offensive-cars, trucks, motorcycles, all vehicles included.

C-11 TEMPORARY BUILDING: 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 shall be placed within the property line of the lot or parcel of which the improvements are to be erected and shall not be used for any other construction purposes; and expressly, no temporary structure or buildings of any kind.

C-12 STORAGE BUILDING, DETACHED GARAGE, OR OTHER LIKE BUILDING: No storage building, detached garage, or other like building shall be placed or erected upon any lot unless the same be constructed with the same kind of materials and workmanship as used to construct the main dwelling; and the design, construction, and location of such building shall be expressly approved by the ACC. No portable buildings are allowed.

C-13 SIGNS: No signs of any kind shall be displayed to the public view on any lot except on a professional sign of not more than 5 (five) sq. ft. advertising that one lot or house for sale. Builders may place a sign of same size to advertize the property for sale during construction and sales period. No other signs may be placed in the neighborhood.

C-14 LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot.

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. Vacant lots shall not be used as a dumping ground for any reason. Person or persons who violate this covenant will be charged for clean-up.

**C-16 SIGHT DISTANCE AT INTERSECTION:** No fence, wall edge, or shrub planting shall obstruct the view of roadway, for purposes of seeing traffic or pedestrians. All plants planted on right-of-way or utility easement shall a clear view from 2 ft. (two) to 6 ft. (six) above finish elevation. All plants must be maintained to these standards by the lot owner on whose lots they are planted.

**C-17 DRYING OF LAUNDRY:** No structures or apparatus may be constructed or used for the outdoor drying of laundry or wash. No drying of laundry on any fence.

**C-18 EXCAVATIONS:** No excavating, except such as is necessary for the construction of improvements, shall be permitted. Any excavating must have written approval from the ACC.

**C-19 FENCING:** No fences shall be installed on any lot without written approval from the ACC. Any fencing installed must be done so with the pretty side of fence looking to the outside of said lot. No chain link fence. Materials accepted, is pressure treated wood. Other materials may be approved by the ACC. City of Dothan requires a permit before any fence can be installed. Any fence installed that has a drive thru gate to the back yard must also have a concrete drive from the street to the gate if such traffic is killing the grass. This will and must keep tracks from forming in the grass. All fences shall be 6 ft. (six) high. A lot owner shall have rights to enter onto the adjacent lot for the purpose of maintaining their fence. However, they do not have the right to leave adjacent property in a lesser state than they found, said property. Back fences, not built on property line shall have a gate, for the purpose of maintaining yard outside of fence.

**C-20 RV's, TRAVEL TRAILERS, BOATS AND COMMERCIAL VEHICLES:** No house trailers, travel trailers, motor homes, or watercraft, can be parked in the street. May be parked in driveway for no more than 48 (forty-eight) hours. RV's parked in back yard must not be seen from the street or from the neighbor's yard. A garage

that matches the house may be built to park RV's in; they are to follow the guidelines of section C-12 (twelve) and must have roll-up doors to conceal any units inside. Boats may be kept in back yard only if concealed, out of site from the street. Boats kept in back yards must be behind a fenced in back yard. No RV of any kind may be used for temporary or permanent residence while in Due West.

**C-21 OIL AND MINING OPERATIONS:** No oil drilling, oil development operations of any kind shall be permitted upon any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil, natural gas, water, or any other items found below grade shall be erected, maintained, or permitted upon any lot. No windmill of any kind.

**C-22 PETS:** No pets of any kind shall be bred for commercial purposes. Pets shall not be a nuisance to your neighbors. Pets must be on a leash, if not in fenced back yard. All waste from pets must be disposed of properly and is the responsibility of the lot owner, who owns or is cause for said pet.

**C-23 COMMERCIAL VEHICLES:** No tractors or commercial vehicles shall be parked in the street. No commercial trailers shall be allowed to be parked in street or yards. No vehicles with more than two (two) axles shall be permitted. (with exception to maintenance work being performed on a daily basis). New construction work will be excluded from this section.

**C-24 SEASONAL AND HOLIDAY DECORATIONS:** All seasonal decorations must be removed no later than 14 (fourteen) days after said holiday or season.

**C-25 PORTABLE MOVING UNITS:** Short term only. For the purpose of moving in or out only and must not stay more than 4 consecutive days per move.

**C-26 OUTSIDE MAINTENANCE:** The outside of all building must be kept in a neat and clean appearance. Buildings must be washed if needed, painted if needed, and any maintenance needed must be performed to keep outside appearance at a high standard. Roofs must be replaced when needed. See section C-6. The purpose of this section and related sections is to keep the subdivision in a clean

and neat state; this will help preserve selling prices (new and existing) and will make for an even appearance throughout the subdivision.

**C-27 TRASH CANS:** Trash cans will be kept out of site from street. Trash cans may be put out to street the night before trash pickup but must be taken in same day as pickup service.

**C-28 RETENTION POND AND FRONT ENTRANCE:** A home-owners association hereafter referred to as HOA will be formed to maintain the retention pond and front entrance. Grass cutting, sprinkler system (if any), electric payment, and associated cost will be paid out of HOA. Retention pond must be maintained with all expense going to the HOA.

**C-29 HOMEOWNERS ASSOCIATION:** A home-owners association shall be formed. Due to the City of Dothan guidelines on retention ponds, the reason to have a HOA has become necessary; the pond must be mowed and maintained by the residents of that neighborhood. Dues will be paid monthly or quarterly. Dues will be paid to M & M homebuilders until which time an association can be created. I would encourage all residents to take part in your neighborhood HOA, not only in dues but in the management as well. Dues not paid can and will be assessed to all lot owners. Legal action can and will be taken to collect any and all dues not paid.

**C-30 COMMON AREA:** Any damage to the common areas, front entrance, detention pond, streetlights, or any other common area, shall be repaired at the expense of the lot owner and/or party who caused the damage.

**C-31 SWIMMING POOLS:** Before any pool is installed, the plans and specifications must be approved by the ACC, and said homeowner must receive written permission from ACC. The City of Dothan requires a permit and it must be in place. No pool will be built without a fence in place. A temporary fence must be in place during the construction of any pool. All pools must be kept in a clean and neat manner; they are not to be left in disarray, so as to become a nuisance to the neighborhood. Above ground pools will only be allowed if they are no taller than 18 (eighteen) inches in height and 12 (twelve) feet in diameter, must also be only

in the back yard and within a fenced area, also must be maintained and only erected during the swimming season.


C-32 OUTSIDE MAINTAINANCE: All outside work must be performed only during the hours of 7:00 am to dusk.

C-33 CISTRAN: All and any water collection systems must be maintained to the highest of standards. Safety is an issue; they must be a closed system to prevent the accidental entrance of people and pets. Insects shall not be allowed to breed in these systems. All systems are to be approved by HOA.

C-34 MAILBOXES: Mailboxes must be installed by the builder, at the builder's expense, and shall be a style chosen by the developer. No brick mailboxes allowed.

C-35 WINDOWS: No alterations to windows inside or out without approval from ACC or HOA. No room darkening devices on windows seen from street. All windows that can be viewed from the street must have fitted window coverings and must be in good condition (no bent/broken slats, no tattered/torn edges). Covering windows with foil, blankets, sheets, newspaper, or paper is not permitted. Broken/cracked windows must be repaired and or replaced immediately.

C-36 POND: Residents may fish with written permission only given by David Mauldin or Quinn Mauldin. Excessive fishing will not be tolerated. Limiting fishing is to maintain quality of lake.



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David Mauldin

*Return - Huskey Firm*