

KEYTON CROSSING PHASE II FINAL PLAT  
DATE: 08-09-2024

PLAT BOOK: BK 4 PG 107

RESTRICTIONS: OR BOOK: PG

Recorded In: PLAT  
Book: 4 Page: 107  
Recorded: 8/9/2024 10:34:23 AM  
Jodee Thompson, Probate Judge  
Coffee County, Alabama  
Inst Num: 381993 - 1 Pages  
No Tax Collected  
Fees: \$61.00  
Total: \$61.00

**STATE OF ALABAMA  
COUNTY OF COFFEE**

Recorded In: OFFREC  
Book: 1073 Page: 617  
Recorded: 8/9/2024 10:43:53 AM  
Jodee Thompson, Probate Judge  
Coffee County, Alabama  
Inst Num: 381994 - 7 Pages  
No Tax Collected  
Fees: \$44.00  
Total: \$44.00

**COVENANTS AND CONDITIONS OF KEYTON CROSSING**

**A.** Know all men by these presents. That Whereas the Members of Keyton Crossing, L.L.C., specifically James F. Martin, III, Donald N. Smith, Jr., and Dallas C. Boyd (hereinafter known as "Keyton Crossing, L.L.C."), as the co-owners of all of the lots and property in that certain subdivision in Coffee County, Alabama, more particularly described and knowns as Keyton Crossing as plat of map of which is recorded in the Office of the Judge of Probate, Enterprise, Coffee County, Alabama in Plat Book 4, Page 107.

**B. WHEREAS**, Keyton Crossing, L.L.C., does hereby covenant and agree for itself and assigns that the following reservations, restrictions, and covenants shall be and are hereby imposed upon each and every lot for the benefit and appurtenance of each of the lots on which such restrictions are imposed, to wit:

**C. RESIDENTIAL AREA RESTRICTIONS:**

**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 single-family dwelling and outbuilding approved by the Architectural Control Committee.

**C-2. ARCHITECTURAL CONTROL:** No building or dwelling shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, pitch of roof and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot unless constructed of 6 (six) foot wood or vinyl or approved by the Architectural Control Committee. No chain links fences are permitted. Approval shall be as provided in Part D. House placement must be approved by the Architectural Control Committee.

**C-3. DWELLING QUALITY, AND SIZE:** It is the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum permitted dwelling size. The area of the main structure, exclusive of on-story open porches and garage shall be not less than 2,000 (two thousand) square feet heated and cooled and the pitch of the roof shall be a minimum of 7 (seven) on 12 (twelve). Vinyl siding is allowed on gables, soffit and covered front and back porches only. Homes constructed with partial hardy plank shall be allowed as long as the structure contains sufficient brick or stone or other approved construction materials. All driveways must be concrete.

**C-4. EASEMENTS:** Easements for installation and maintenance of utilities and drainage facilities shall be granted as necessary. The granting of this easement or right of

access shall not prevent the use of the area by the owner for any permitted purpose except for buildings. The easements are of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

C-5. BUILDING LOCATION: No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded map. In any event, no building shall be located nearer than 45 (forty-five) feet to the front curb. There shall be 10 (ten) foot setback lines on the sidelines of the individual lots.

C-6. LOT USE: No lot shall be sub-divided without the prior written consent of the Architectural Control Committee. Furthermore, each lot shall be kept and maintained in a manner that promotes a positive fair market value for the subdivision. At no time shall any inoperable vehicles be kept in or on any lot nor shall any livestock or other wild animals be kept by any homeowner; this does not include any domesticated dog or cat. All yards will be mowed and maintained in a manner that reflects positively on the neighborhood. Any activity that the Architectural Control Committee deems to be inconsistent with the above will not be tolerated and the lot owner will be considered to be in violation of the covenants.

C-7. NUISANCE: No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

C-8. TEMPORARY STRUCTURES: No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence either temporarily or permanently.

C-9. 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 a builder to advertise the property during the construction and sales period

C-10. 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, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot.

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

C-11. DOMESTICATED ANIMALS: Dogs, cats, and/or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. All animals will be kept in a manner as to not create a nuisance as provided in item C-7.

C-12. LIVESTOCK AND POULTRY: Other than the Domesticated Animals permitted in C-11, no animals, livestock, or poultry of any kind shall be raised, bred, kept, or maintained on any lot.

C-12. GARBAGE AND REFUSE DISPOSAL: 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 of, or disposal of such material shall be kept in a clean and sanitary condition.

C-13. COMMERCIAL VEHICLES: No commercial type vehicles shall be stored or parked on any lot except while parked in a closed garage nor parked on any street on the property, except while engaged in transportation to or from a residence on the property.

C-14. SWIMMING POOLS: Unless approved by the Architectural Control Committee Any pool placed or located on any lot in this subdivision shall be placed only in the rear and, and shall be complete enclosed with a fence.

C-15. INCIDENTAL BUILDINGS: Any permanent storage building, or detached garage constructed on any lot must be of similar construction to and harmonious with the residence on said lot and a drawing of the same must be presented to and approved by the Architectural Control Committee prior to commencing construction of the same. No portable storage buildings are permitted.

C-16. TRAILERS, ETC.: No house trailer, camper or any similar item shall be stored on or at any lot for a period of time in excess of 48 (forty-eight) hours, unless housed in a carport or garage, or parked beyond the building setback line and otherwise behind a fence as approved by the Architectural Control Committee guidelines.

C-17. VEHICLE MAINTENANCE AND REPAIR: No maintenance or repairs shall be performed on any vehicle upon any portion of the property, unless performed in a garage, except in an emergency situation. Notwithstanding the foregoing, all repairs to disabled vehicles within the property must be completed within 24 (twenty-four) hours from its immobilization of the vehicle must be removed.

C-18: SATELLITE DISHES: Satellite dishes shall be placed only in the rear yard and must not be visible to the public from the street.

#### **PART D. ARCHITECTURAL CONTROL COMMITTEE**

D-1. MEMBERSHIP: The Architectural Control Committee is composed of the members of Keyton Crossing, L.L.C. The committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining member(s) shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

D-2. **PROCEDURE:** The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Architectural Control Committee, or its designated representatives, fails to approve or disapprove within 30 (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 covenant shall be deemed to have been fully complied with.

D-3. **TRANSFERRING MEMBERSHIP/CREATION OF HOMEOWNERS ASSOCIATION:**

The Architectural Control Committee shall be the governing entity for a period of 2 (two) calendar years from the date of the filing of the final plat and these covenants. Upon the sale of all lots in this plat and subdivision, at the end of the 2 (two) year calendar period, or at other time as deemed appropriate by the Architectural Control Committee, the duties and authorities of the Architectural Control Committee shall be transferred to the Homeowner's Association (hereinafter known as "Association") (a committee of the lot owners) for the continuing enforcement and/or amendment of these covenants. Any purchasers of lots or homes thereafter shall be deemed to have consented specifically to the provisions of this covenant and agree to comply as set out herein. All authority vested in these covenants and with the committee shall be transferred to the lot owners at the sale of the last lot, or at the time of the dissolution of the Architectural Control Committee, and shall remain vested in the Association. The Association will elect officers by a simple majority among themselves on a bi-annually basis. Each lot owner shall have one vote per lot owned. The Association shall function under the guidelines of this covenant and shall conduct business by a two thirds majority vote of those members present.

**PART E. ASSESSMENT AND USE OF FEES/CHARGES**

E-1. **PERSONAL OBLIGATION OF OWNERS:** The owner of any lot by acceptance of a deed or other conveyance for such lot, whether or not it shall be expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay the Architectural Control Committee or the subsequently created Home Owners Association (herein after referred to as "Association") such fees that are assessed by the Architectural Control Committee or the Association, and agrees that the nonpayment of such fees creates a lien of the owner's lot. Notwithstanding the forgoing, the Architectural Control Committee shall not be required to pay assessments on lots owned by the Architectural Control Committee.

E-2. **PURPOSE OF ASSESSMENT:** The assessments levied by the Architectural Control Committee or the Association shall be for the general purposes of promoting the recreation, health, safety, welfare, common benefits, and enjoyment of the Owners and occupants in the Keyton Crossing Subdivision, and for improvement and maintenance of the common areas of Keyton Crossing Subdivision, including but not limited to street lights, entry ways, and common areas. If deemed appropriate, the assessment will further be used by the Architectural Control Committee or the Association for the hiring of any necessary third parties including but not limited to workmen, gardeners, attorneys, or

others and contract for services for that maintenance and upkeep of common grounds or the operation of the Association for the promotion and enforcement of these covenants.

**E-3. TYPES OF ASSESSMENT:** There are hereby created assessments for Common Expenses as the Architectural Control Committee or the Association may specifically authorize from time to time.

There shall be 2 (two) types of assessments:

- a) Base Assessment; and
- b) Yearly Assessment;

Each owner, by accepting a deed or entering into a recorded contract for the same of any portion (lot and/or home) located in Keyton Crossing Subdivision, is deemed to covenant and agrees to pay these assessments.

**E-4. BASE ASSESSMENT:** The Base Assessment shall be used to fund common expenses for the general benefit of all lots of Keyton Crossing Subdivision. Each owner by accepting a deed or entering into a recorded contract of sale for any portion of the properties included in Keyton Crossing, is deemed to covenant and agree to pay the following Base Assessment to the Architectural Control Committee. At the time that a home in said subdivision transfers ownership, the new owner of property shall be obligated to pay an initial Base Assessment of \$500.00 (five hundred dollars and 00/100).

**E-5. YEARLY ASSESSMENT:** The Yearly Assessment shall be an annual assessment. After the Base Assessment outlined in section E-4, owners will in each year, commencing with the year 2024, be assessed a charge of \$200.00 (two hundred dollars and 00/100). It is specifically understood and represented that the utility charges to each lot, including cable, sewer, water, electricity, telephone, gas (if any) and other utilities are the separate and personal responsibility of the lot owner and are not part of any assessments provided for herein.

**E-6. DATE OF COMMENCEMENT OF ASSESSMENT:** The obligation to pay the Base Assessment shall be at the time of the closing/sale of the lot and/or home. The obligation to pay the Yearly Assessment shall commence as to each lot of the first day of January of the calendar year after the purchase of the lot or home.

**E-7. ASSESSMENT NOTICE:** As soon as may be practical in each year, the Architectural Control Committee or the Association shall send a written bill to each owner stating the amount of the yearly assessment as well as any other assessments assessed against each such lot stated in terms of the total sum due and the member shall pay the yearly assessment within 30 (thirty) days following the date of receipt of the bill, the same shall be deemed delinquent and will bear interest at the rate of 12 (twelve) % per annum until paid.

**E-8. CREATION OF LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS:** If an owner shall fails to pay any assessments within 60 (sixty) days following receipt of the bill referred to section E-8 hereof, and within 30 (thirty) days after additional written notice that the owner is delinquent in his apartment, in addition to the right to sue the owner for a personal judgment, the Architectural Control Committee

or the Association shall have the right to enforce a lien on said property, all assessments together with interest (at the rate set forth hereinabove), as computed from the date the delinquency first occurs, late charges, costs, and reasonable attorney fees, shall be charged and continuing lien upon each lot against which the assessment is made until paid. Each such assessment, together with interest, late charges, costs and reasonable attorney's fees also shall be the personal obligation to the Owner of such lot at the time the assessment arose. Upon a transfer of title to a lot, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance. However, no mortgagee who obtains title to said lot by exercising the remedies provided in its Mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title.

**E-9. OBLIGATIONS OF THE ARCHITECTURAL CONTROL COMMITTEE OR THE ASSOCIATION WITH RESPECT TO FUNDS:** The Architectural Control Committee or the Association shall not be obligated to spend in any calendar year all the sums collected in such way by way of the Base Assessment or any other assessment, and may carry forward as surplus any balances remaining; nor shall the Architectural Control Committee or the Association be obligated to apply any such surpluses to the reduction of the amount of the base annual assessment in the succeeding year, but may carry forward from year to year such surplus as the Architectural Control Committee or the Association in its absolute discretion may determine to be desirable. The Architectural Control Committee or the association shall provide access to all owners to annual accounting funds expended and balances remaining.

## **PART F. LIGHT MAINTENANCE**

**F-1. STREETLIGHTS:** Each lot owner shall be able to use and shall be required to maintain the streetlights on the roadway as shown of the Plat of Keyton Crossing as recorded in Plat Book 4, Page 107, in the Office of the Judge of Probate, Coffee County, Alabama.

## **PART G. GENERAL PROVISIONS:**

**G-1. TERM:** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 (thirty) 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 in part.

**G-2. ENFORCEMENT:** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

**G-3. SEVERABILITY:** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF

, the said **James F. Martin, III**, Managing Member of Keyton Crossing, L.L.C., has affixed his name and seal this the 8th day of May, 2024.



**JAMES F. MARTIN, III,  
MANAGING MEMBER  
KEYTON CROSSIN, L.L.C.**

**STATE OF ALABAMA  
COFFEE COUNTY**

I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that **James F. Martin, III**, whose names is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date.



Notary Public

My Commission Expires: 4-1-2028

Seal:

