

Crestline Subdivision Design, Construction, and Site Requirements:

The Crestline subdivision, a newly developed community,, is subject to the following design and construction requirements. The Homeowners Association fee shall be \$750, and all residences must contain a minimum of 2,500 square feet of heated and cooled living area. Exterior construction shall consist of no less than eighty percent (80%) brick veneer, with the remaining twenty percent (20%) permitted to be cement siding, stucco, or stone; however, no visible material changes shall be allowed from the street elevation. All exposed foundation above grade must be finished in brick, stone, stucco, or other approved veneer, and any chimney visible from the street must be constructed of brick. Vinyl soldier-course detailing on beams is prohibited, and all exterior lighting shall be subject to Architectural Review Committee (ARC) approval.

Roof construction shall include a minimum main roof pitch of 8:12 and a minimum porch pitch of 3:12, with shingle-over ridge vents required. Any exposed roof metal must match the color of the roofing materials. Site requirements include a front setback of forty feet (40') from the back of curb, side setbacks of not less than ten feet (10'), and adherence to all recorded subdivision plat building lines. The finished floor elevation must be a minimum of twelve inches (12") above the highest adjacent front grade.

Garage placement shall require a side-entry configuration; however, a detached garage with a front-facing orientation may be approved. Garage doors shall be eighteen feet (18') in width. The lot shall include marked property lines at the front and rear corners, and a wood fence shall be included. Attic decking for storage is not permitted. Driveway specifications include a thirty-foot (30') turnout with an additional twenty-foot (20') buffer along the side of the driveway. A swimming pool is anticipated but shall be constructed in Phase II.



General

- HOA Fee: \$750
- Minimum heated & cooled area: 2,500 sq. ft.

Exterior Materials

- Minimum 80% brick veneer required
- Remaining 20% may be cement siding, stucco, or stone
- No visible material changes from the street (e.g., no brick front with Hardie siding on sides)
- All exposed foundation above grade must be finished in brick, stone, stucco, or approved veneer
- Chimneys visible from the street must be brick
- Vinyl soldier-course on beams is not permitted
- Exterior lighting must be ARC approved

Roof Requirements

- Minimum main roof pitch: 8:12
- Minimum porch pitch: 3:12
- Shingle-over ridge vents required
- All exposed roof metal must match the roofing color

Site & Setbacks

- Front setback: 40' from back of curb
- Side setbacks: Minimum 10'
- Minimum building line must follow recorded subdivision plat lines
- Finished floor elevation: Minimum 12" above highest adjacent front grade

Garage

- Side-entry garage required
- Detached garage with front-facing orientation may be approved
- 18' wide garage door

Lot & Property Features

- Property lines are marked at the front and rear corners
- Wood fence included
- No attic decking for storage

Driveway & Access

- 30' turnout included
- Additional 20' buffer on the side of the driveway

Future Improvements

- Pool to be constructed in Phase II



Specs for 150 Alene Drive:

Exterior Features

- Upgraded front windows with a divided-light design for added character and curb appeal
- 8' stained mahogany front and rear entry doors
- Wood privacy fence
- Side-entry garage with a 30' turnout and additional parking area
- 18' wide overhead garage door
- Large corner lot
- Fully landscaped yard with irrigation system

Interior Features

- Solid core interior doors throughout
- Crown molding in main living areas and primary suite
- Cathedral ceiling in the grand room with stained wood beam
- 42" ventless gas fireplace with built-in cabinets in the grand room
- Wood shelving in the primary closet
- Ample storage space throughout
- Luxury Vinyl Plank (LVP) flooring throughout

Kitchen & Bath Features

- Quartz countertops throughout
- Farmhouse-style kitchen sink
- Delta Trinsic plumbing fixtures in Champagne Bronze
- Standard-height wall cabinets
- 3/4" prefinished birch plywood cabinet boxes and drawer boxes
- Soft-close drawer slides and concealed door hinges
- Tile Flooring in all bathrooms

Stainless Steel KitchenAid Appliance Package

- 30 cu. ft. French door refrigerator with exterior water and ice dispenser
- 36" five-burner gas cooktop with high-output burner
- Built-in combination wall oven with air fry capability
- Fully integrated dishwasher



Specs for 176 Alene Drive:

Exterior Features

- Upgraded front windows with a divided-light design for added character and curb appeal
- 8' stained mahogany front entry doors
- Wood privacy fence
- Side-entry garage with a 22' turnout and additional parking area
- 18' wide overhead garage door
- Large covered rear porch
- Fully landscaped yard with irrigation system

Interior Features

- Solid core interior doors throughout
- Crown molding in main living areas and primary suite
- Vaulted ceiling in the grand room with stained wood beam
- 42" ventless gas fireplace with built-in cabinets in the grand room
- Wood shelving in the primary closet
- Large shower in master bath
- Ample storage space throughout
- Luxury Vinyl Plank (LVP) flooring throughout

Kitchen & Bath Features

- Quartz countertops throughout
- Farmhouse-style kitchen sink
- Delta Trinsic plumbing fixtures in Polished Nickel
- Standard-height wall cabinets
- 3/4" prefinished birch plywood cabinet boxes and drawer boxes
- Soft-close drawer slides and concealed door hinges
- Tile Flooring in all bathrooms

Stainless Steel KitchenAid Appliance Package

- 30 cu. ft. French door refrigerator with exterior water and ice dispenser
- 36" five-burner gas cooktop with high-output burner
- Built-in combination wall oven with air fry capability
- Fully integrated dishwasher



Specs for 196 Alene Drive:

Exterior Features

- Upgraded front windows with a divided-light design for added character and curb appeal
- 8' stained mahogany front entry and rear doors
- Wood privacy fence
- Side-entry garage with a 24' turnout and additional parking area
- 18' wide overhead garage door
- Large covered rear porch
- Fully landscaped yard with irrigation system

Interior Features

- Solid core interior doors throughout
- Crown molding in main living areas and primary suite
- 10' Coffered Ceiling in Living Room
- 42" ventless gas fireplace
- Wood shelving in the primary closet
- Ample storage space throughout
- Luxury Vinyl Plank (LVP) flooring throughout

Kitchen & Bath Features

- Quartz countertops throughout
- Farmhouse-style kitchen sink
- Delta Trinsic plumbing fixtures in Champagne Bronze
- Standard-height wall cabinets
- 3/4" prefinished birch plywood cabinet boxes and drawer boxes
- Soft-close drawer slides and concealed door hinges
- Tile Flooring in all bathrooms

Stainless Steel KitchenAid Appliance Package

- 30 cu. ft. French door refrigerator with exterior water and ice dispenser
- 36" five-burner gas cooktop with high-output burner
- Built-in combination wall oven with air fry capability
- Fully integrated dishwasher



CRESTLINE SUBDIVISION

LOCATED IN CITY OF DOTHAN,
HOUSTON COUNTY, ALABAMA
IN THE NE 1/4, SE 1/4 AND SW 1/4
OF SECTION 6, T3N, R26E
ZONING: R-1
31.52 ACRES (RESIDENTIAL)
NOVEMBER 2025

FLOOD PLANE ZONING: [X]
PANEL: 01069C0064G
01069C0063G
EFFECTIVE DATE - 9/3/2014



VICINITY MAP
NOT TO SCALE

MINIMUM BLDG SETBACKS	
LOCATION	DISTANCE
FRONT	30'
SIDE	10'
REAR	30'

OWNER / DEVELOPER
RT SOUTHEAST, LLC
3600 W MAIN ST, SUITE 201
DOTHAN, AL 36605
(334) 677-5600
MARY S. REVES, MEMBER

LAND SURVEYOR
JUSTIN K. THOMLEY, PLS AL 35134
PLS GROUP, INC.
DOTHAN OFFICE
175 HONEYCUCUMBER ROAD, SUITE #5
DOTHAN, AL 36605
(334) 603-0204
CA# 1067-L5

ENGINEER
REVE'S ENGINEERING & CONSTRUCTION, LLC
200 GROVE PARK LANE, SUITE 680
DOTHAN, AL 36605
(334) 677-5600
RON A. REVES PE AL LICENSE #21625



REVISION LOG:

NO.	DATE	REVISIONS
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KLR/LMW/JRT

SCALE

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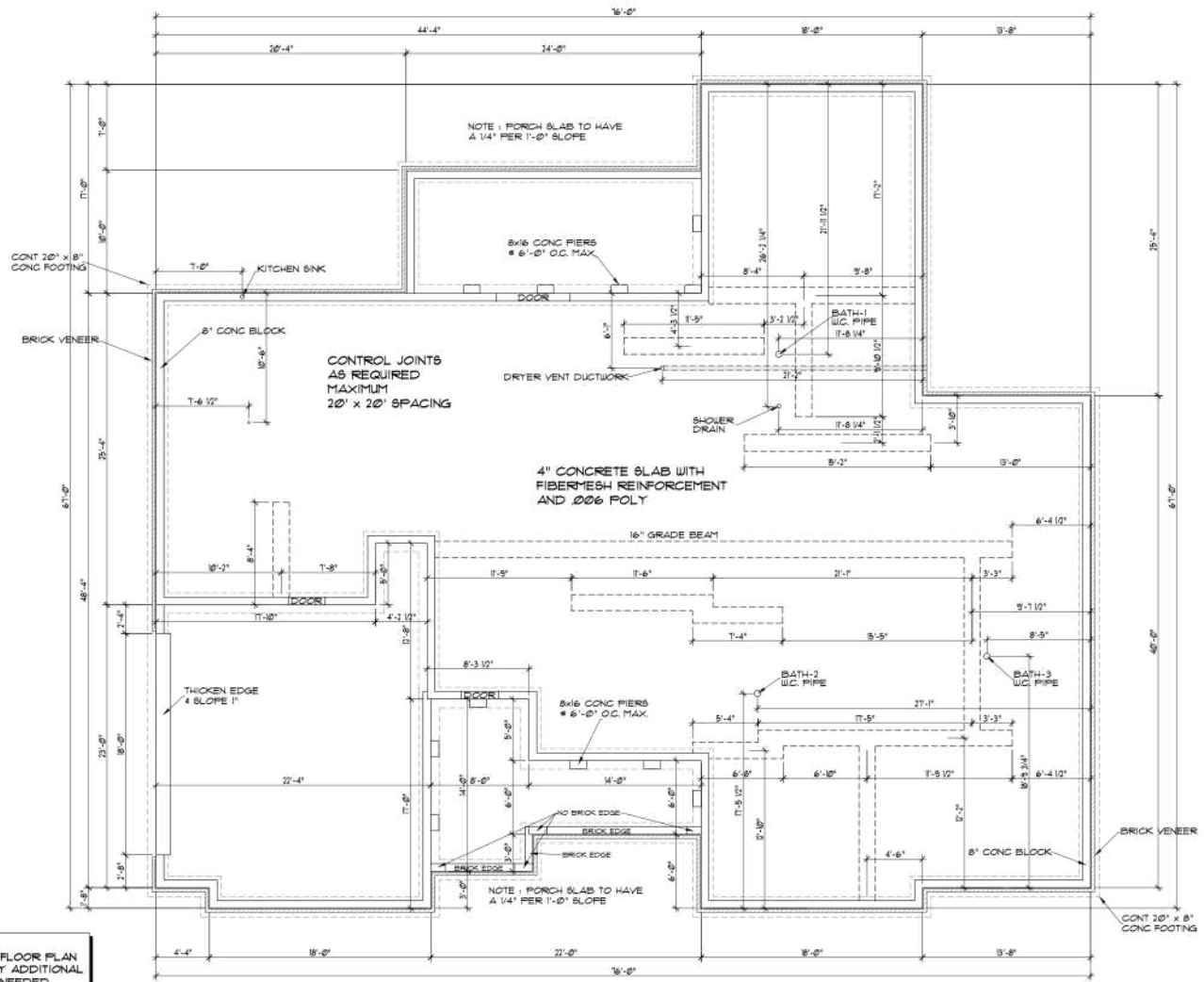
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NOTE 1
BUILDER TO REVIEW FLOOR PLAN
TO DETERMINE IF ANY ADDITIONAL
GRADE BEAMS ARE NEEDED

FOUNDATION PLAN
SCALE: 1/4" = 1'-0"



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REVISED
AUG 11, 2025
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2
OF 9

PROJECT NO.
2059

REGISTERS	2	CEILING TYPE
CONTROLS	2	AUTO WALL TYPE
INSULATION	6	R-8 ON DUCTWORK
		R-13 IN EXTERIOR WALLS
		R-11 IN INTERIOR WALLS
		R-30 IN ATTIC

HVAC CONTRACTOR :

WINDOW SCHEDULE						3 1/2" CASING	STY
1	3'0" x 6'0"	TUN	SGL HING	VNTL	NRL		1
2	3'0" x 6'0"	SGL	SGL HING	VNTL	NRL		2
3	3'0" x 10'0"	SGL	SGL HING	VNTL	NRL		3
4	6'0" x 14'	SGL	FIXED	VNTL	NRL		4
5	4'0" x 14'	SGL	FIXED	VNTL	NRL		5
6	3'0" x 14'	SGL	FIXED	VNTL	NRL		6
7	2'4" x 4'0"	TUN	FIXED	VNTL	NRL DOWN		7
8	3'0" x 3'0"	SGL	FIXED	VNTL	NRL FRONT GABLES		8
9	1'0" x 5'0"	SGL	FIXED	VNTL	NRL		9

SCALE: 1/4" = 1'-0" 9'-10' CL'G

Douglas Steaves
Hornbull dens
[334] 677-5600
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www.seeandhearinstruction.com

W *The Miller's* **CUSTOM** Home Plans
— Comprehensive Planning for Today's Builders —

all: clyde@ecol.com
4 Honeysuckle Rd
Suite 3
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NAME	
DATE	

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3

9

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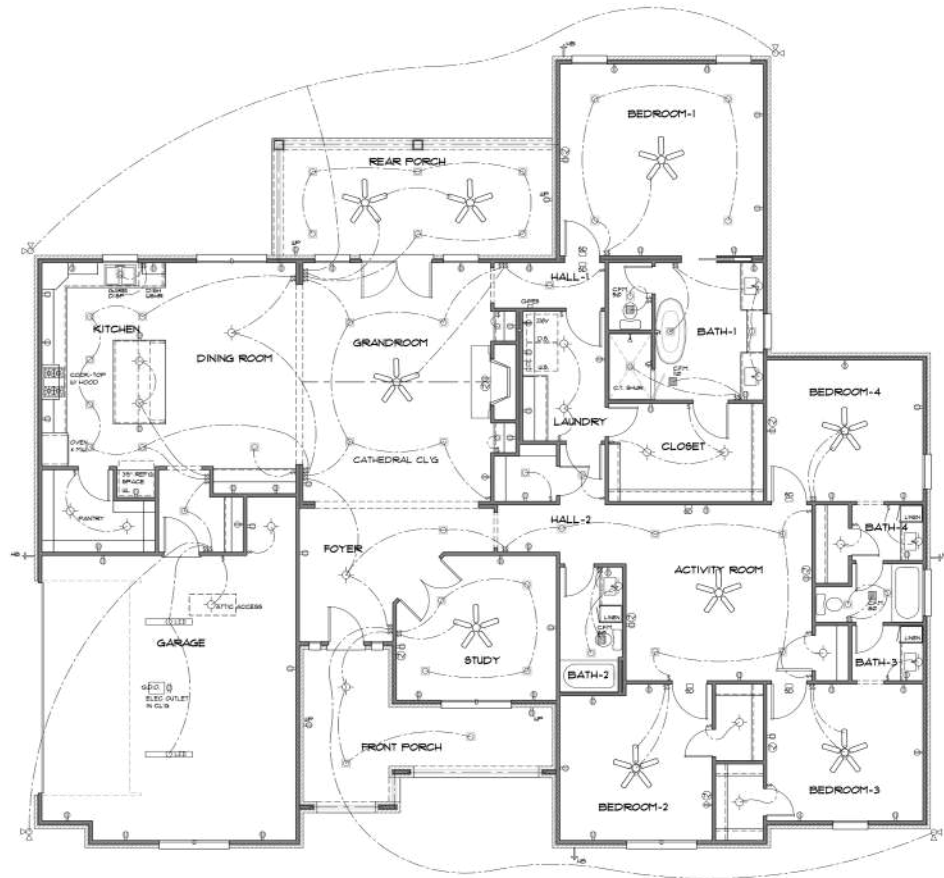
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OF 9

PROJECT NO

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PLUMBING & ELECTRICAL
 FLOOR PLAN
 SCALE: 1/4" = 1'-0" 9'-10" CL'G

HEATED 3181 SQ. FT.
 GARAGE 584 SQ. FT.
 PORCHES 430 SQ. FT.
 TOTAL UNDER ROOF 4195 SQ. FT.

Electrical Legend

- SURFACE MOUNT LIGHT
- WALL MOUNT LIGHT
- RECESSED LIGHT
- LED LIGHT OVERHEAD
- LED LIGHT UNDER MOUNT
- FLOOD LIGHT
- 200 VOLT ELEC. OUTLET
- WALL ELEC. OUTLET
- SPLIT ELEC. OUTLET
- FLOOR ELEC. OUTLET
- LIGHT SWITCH
- GARAGE DOOR OPENER
- TELEVISION
- PHONE JACK
- SMOKE DETECTOR
- DOOR CHIMES
- EXHAUST FAN
- HOSE BIB (WATER FAUCET)

- CEILING FAN WITHOUT LIGHT
- CEILING FAN WITH LIGHT

ABBREVIATIONS

- DISH DISH WASH
- DRY DRYER SPACE
- FREZ FEEZER
- DISP DISPOSAL
- GDO GARAGE DOOR OPENER
- MW MICROWAVE
- REF REFRIGERATOR
- WATER WATER LINE
- WPRO WEATHER PROOF
- WMS WASHING MACHINE SPACE
- WATER WATER HEATER
- WTR
- HTR



INSIDE PORCH

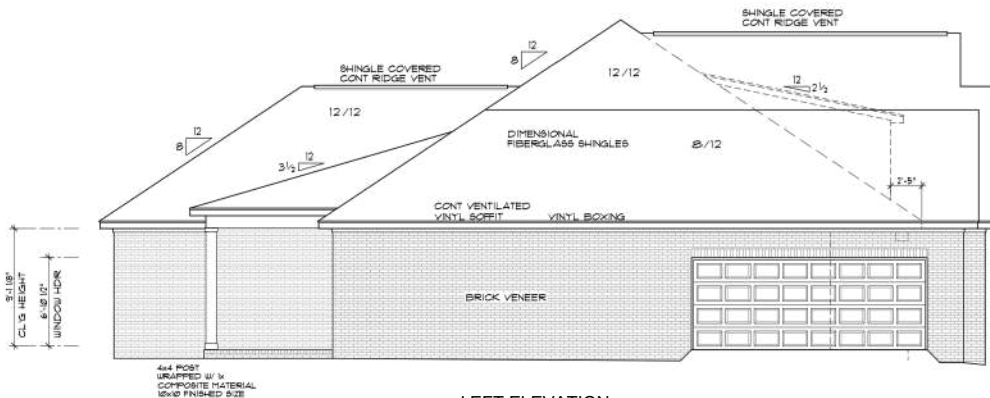
SCALE : 1/4" = 1'-0"



FRONT ELEVATION

SCALE : 1/4" = 1'-0"

NOTE: USE
CANTILEVER CEILING JOISTS
AND RAFTERS
OR CANTILEVER TRUSSES



LEFT ELEVATION

SCALE : 1/4" = 1'-0"



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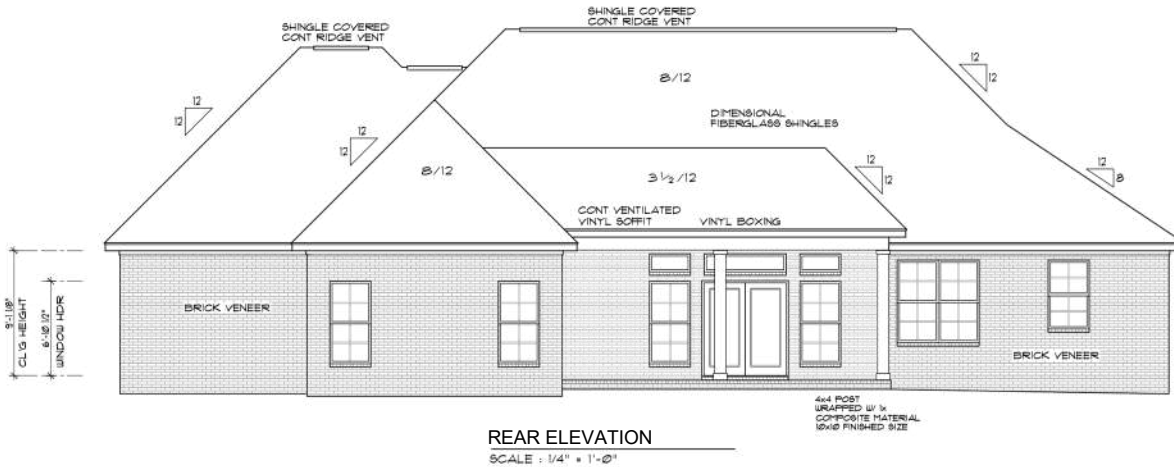
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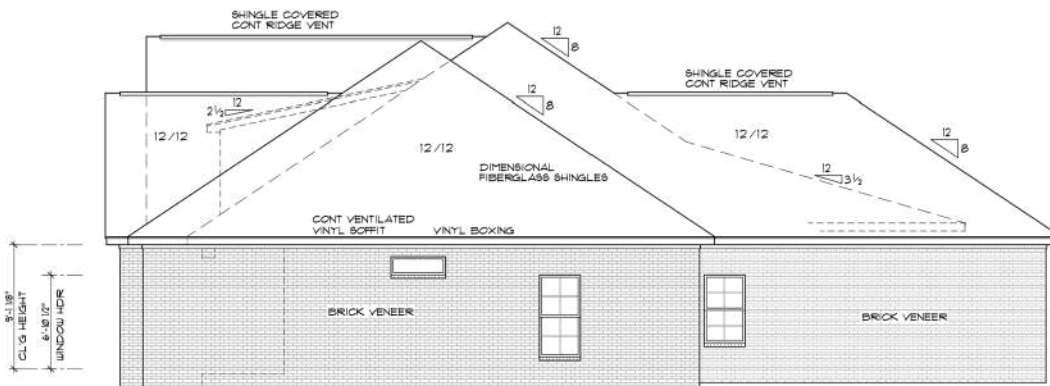
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REAR ELEVATION
SCALE : 1/4" = 1'-0"

NOTE: USE
CANTILEVER CEILING JOISTS
AND RAFTERS
OR CANTILEVER TRUSSES



RIGHT ELEVATION
SCALE : 1/4" = 1'-0"



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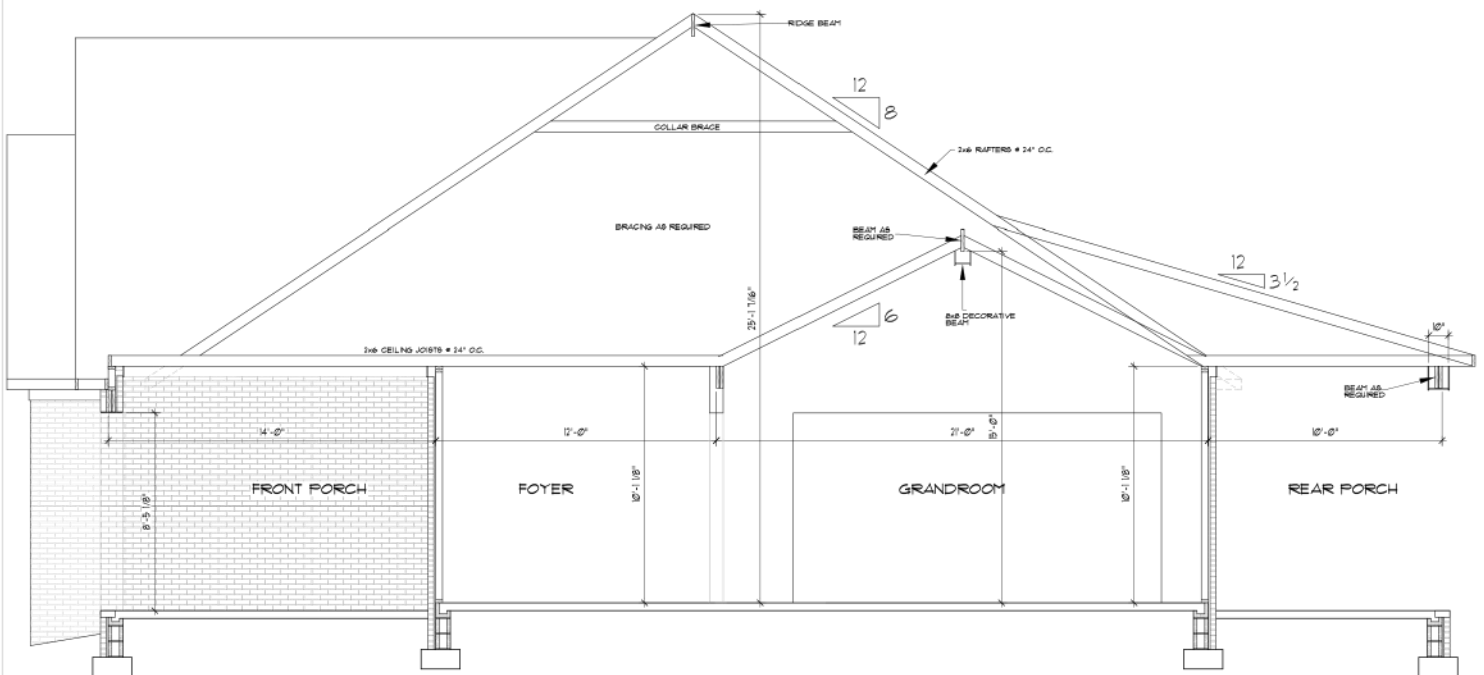
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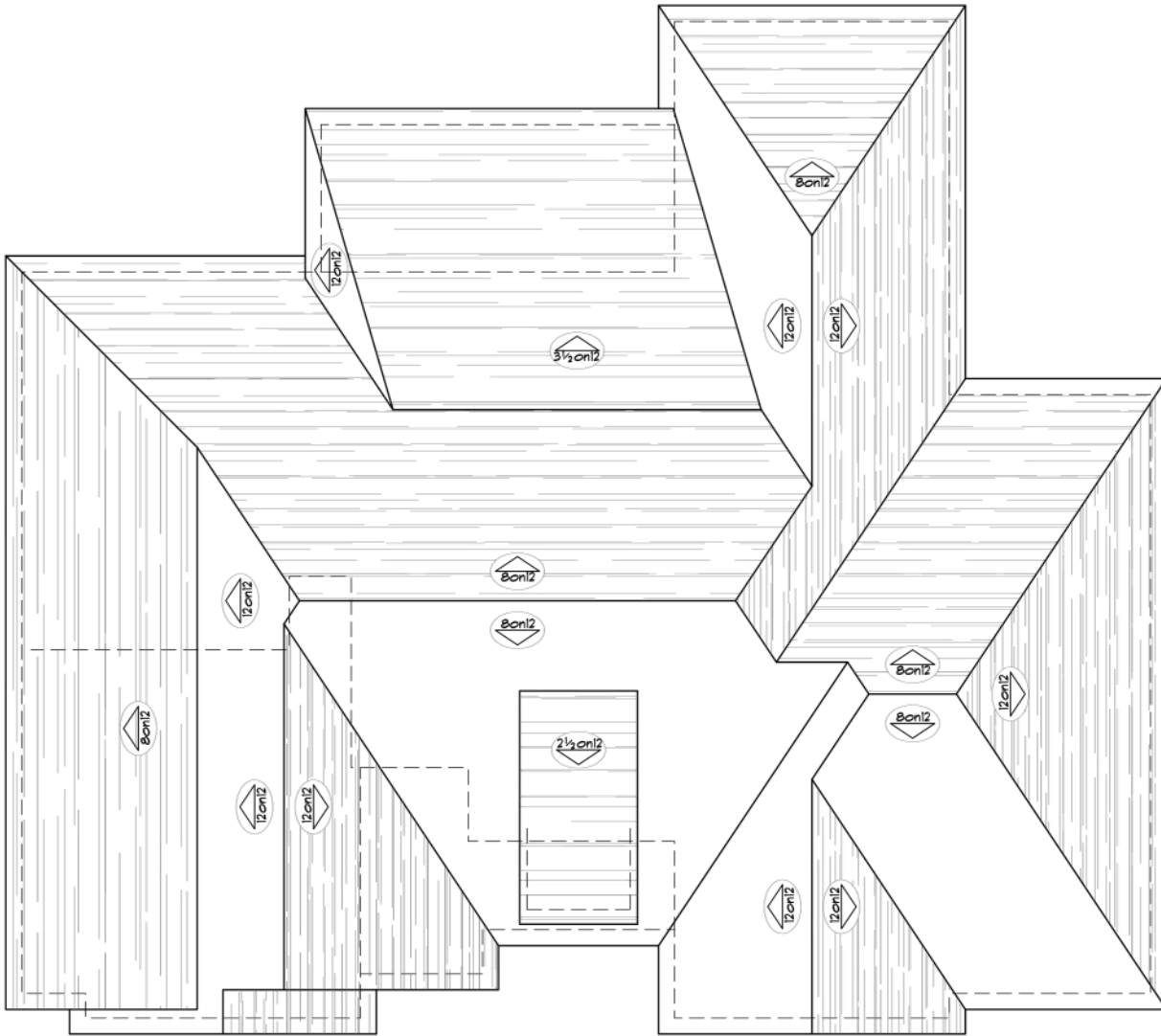
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SECTION - A
SCALE : 1/2" = 1'-0"



ROOF PLAN

SCALE : 1/4" = 1'-0"



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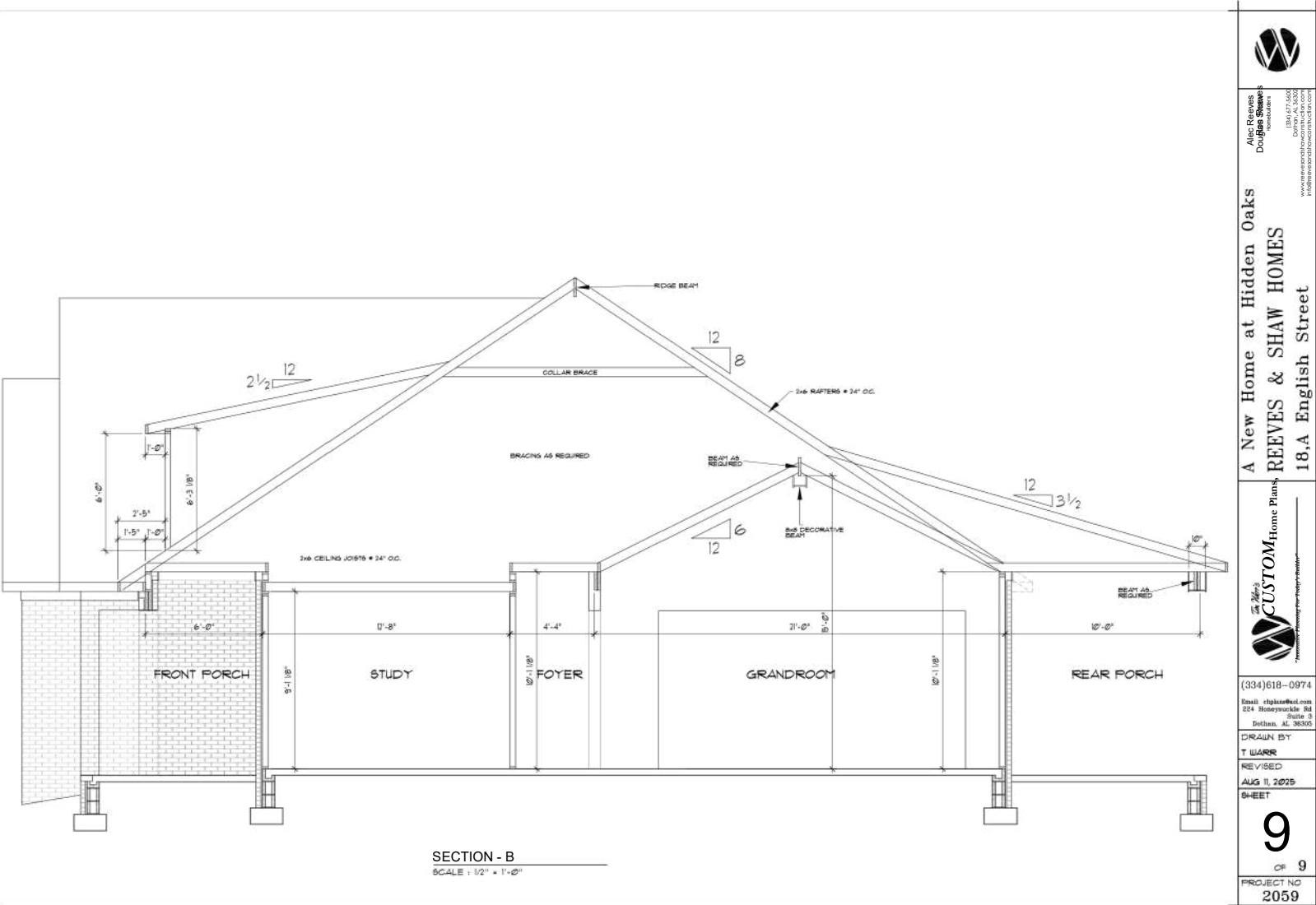
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2059

CRESTLINE
SELECTED BUILDER AGREEMENT

THIS SELECTED BUILDER AGREEMENT ("Agreement") is made and entered into on this ____ day of _____, 202____, by and between **R & T of South Alabama, LLC**, hereinafter referred to as "Developer", and _____, hereinafter referred to as "Builder" or "Selected Builder". From time to time herein Builder and Developer may be referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, Developer has selected Builder to construct Residences on lots in Crestline subdivision, Houston County, Alabama (hereinafter sometimes called "Crestline" or the "Development") on the basis of Builder's general reputation for high quality design and construction of residences and upon financial and other information supplied by Builder to Developer regarding Builder's ability to undertake and complete such work.

NOW THEREFORE, in consideration of the mutual promises contained herein, together with other valuable consideration, Developer and Builder, intending to be legally bound, agree as follows:

1.Selected Builder. Developer hereby designates Builder and Builder hereby agrees to be designated a Selected Builder for the purpose of constructing Residences at Crestline in accordance with the terms and provisions of this Agreement. It is the present intent of Developer to procure Selected Builders, but Developer hereby reserves the right to increase or decrease the number of Selected Builders at its sole discretion. Builder acknowledges and agrees that the terms and conditions of any other contract or agreement which Developer has or may enter with other Selected Builders are not required to be similar to the terms of this Agreement. The designation of a Builder as a Selected Builder is and shall be made exclusively by Developer, which shall also have the right to terminate a Builder as a Selected Builder in accordance with the terms of this Agreement.

2.Compliance Agreement. Except as hereinafter provided with regard to assessments on lots owned by Builders, Builder acknowledges and agrees that Crestline is a planned community subject to the Declaration of Covenants, Conditions and Restrictions of Crestline Homeowners' Association, Inc. (the "Association") as the same may be amended from time to time (hereinafter sometimes called the "Declaration"), and the Bylaws of the Association. as amended from time to time (hereinafter sometimes called the "Bylaws"), and any and all Building Guidelines, Rules or Regulations promulgated by the Association and/or the Architectural Committee of the Association, including, without limitation, any building restrictions or design guidelines, as the same may be amended from time to time, and Builder acknowledges the receipt of a current copy of the same, and Builder acknowledges that all lots conveyed to Builder shall be subject to the foregoing, and agrees at all times to adhere by bound by and adhere to the terms of such documents on behalf of itself, its agents, employees and subcontractors. Builder further agrees at all times to maintain financial stability and responsibility, a high quality of workmanship, to maintain a positive reputation in the community, and to fulfill any and all of Builder's obligations under this Agreement.

3.Builder's Requirements.

(a)Required Minimum Lot Purchase. Builder shall at all times own at least three (6) speculative lots and shall have at least three (3) speculative houses either under construction or completed and available for sale in addition to Pre-Sold houses they have under construction. Within thirty (30) days after Builder agrees verbally or in writing to sell, pre-sell, complete, or otherwise furnish a speculative house for a proposed purchaser, Builder shall (i) purchase sufficient lots and (ii) start construction of at least one speculative house to comply with the stated requirement regarding minimum speculative lots and houses, provided, however, that Developer shall have no obligation to sell to Builder any additional Crestline lots. Builder acknowledges that decision as to sell any additional lots to Builder shall be subject to the approval of Developer based upon such factors as need, inventory, and compliance with the terms of this Agreement, provided, however, that in the event that Developer does not sell to Builder additional lots due to need or inventory levels, that Builder's failure to maintain the three (3) lot minimum shall not, by itself, be deemed to be a breach of this Agreement. All speculative houses and landscaping must be diligently constructed and completed within eight (8) months after commencement of construction, and in no event shall Builder cease or abandon construction on any lot for a period in excess of thirty (30) days. A "speculative lot" shall mean a lot upon which a speculative house or custom home may be built, but not a "pre-sale" house.

Construction on all lots purchased by Builder shall commence within twelve (12) months from the date of closing. In the event construction is not undertaken within such time period, Developer shall have the exclusive right to purchase from Builder any such lot at the original purchase price (excluding any closing costs) paid by Builder to Developer, without interest. Furthermore, it is expressly understood between the parties that the twenty-four (24) month requirement to commence construction applies to and specifically includes any purchaser, transferee, or donee from the Builder, so that any purchaser, transferee or donee, from a Builder will be subject to the repurchase option of Developer unless construction begins within the twelve (12) month period commencing from the time that the Builder closes the sale on the lot acquired from Developer.

(b)Architectural Committee. All plans and specifications for residences, all tree removal and grading, modifications, changes, all signs, and all other construction, improvements, and facilities of all kinds and types as defined in the Declaration of Covenants, Conditions and Restrictions, must be submitted in writing for approval in advance to the Architectural Committee prior to the commencement of construction, in accordance with the Declaration, and Builder shall fully and completely comply, with the determination of such compliance to be in Developer' sole discretion, with any and all guidelines, building guidelines, standards, procedures and time tables which may be promulgated by Developer or the Architectural Committee. If such plans and specifications are approved, Builder agrees that any residence constructed on a lot shall be built strictly in accordance with such plans and specifications. If Builder desires to deviate from the approved plans and specifications, any such deviation or modification must be approved by the Architectural Committee in advance.

Neither the Architectural Committee nor Developer, nor any member or owner thereof, shall be liable to Builder, Builder's customer, invitees, or any other person or entity for any damages, loss or prejudice suffered or claimed on account of:

- (i) the approval or disapproval of any plans, drawings and specifications, whether or not defective,
 - (ii) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications, or
 - (iii) the development of any property within the Development, provided that such member has acted in good faith on the basis of such information as may be possessed by him or her.
- (c) Insurance. Prior to the commencement of construction of any improvement to a lot, Builder shall obtain and, during the term of this agreement, maintain general public liability insurance with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence insuring against claims resulting from the acts of Builder, its employees, agents, and subcontractors in connection with their activities in Development, and automobile liability insurance with limits of no less than Five Hundred Thousand Dollars (\$500,000.00), which policies shall name Developer and the Association as additional insureds thereunder and shall provide for ten (10) working days prior notice to Developer in the event of cancellation thereof. Builder shall furnish Developer with copies of such insurance policies prior to commencement of construction or any improvement to a lot.
- (d) Safe and Neat Lots. After Builder contracts to purchase a lot, Builder shall at all times thereafter and until Builder sells and closes the property to a third party purchaser, keep the lot and house safe, neat, clean, orderly, free of debris and litter, mowed, and/or trimmed within thirty (30) feet of the front line of said lot and thirty (30) feet of the side line of any corner lot. Builder shall not allow debris or litter to originate from said lot or from Builder's agents, subcontractors, employees, independent contractors, or suppliers. Builder shall at all times comply with Article V, Sections 5, 6 and 7 of the Declaration.
- (e) Assessments. Pursuant to the Declaration of Covenants, Conditions and Restrictions of the Association., Builder shall be responsible for payment of the annual assessment against each lot purchased by Builder assessed against said lot by the Association. Builder will also be responsible for any other assessments for maintenance or otherwise as provided in the Declaration.
- (f) Investigation of the Lot by Builder. Builder is familiar with the Development known as Crestline and is purchasing each lot "as is" and "where is" and without warranty, express or implied, as to the suitability or fitness of the lots for any purpose, or as to the merchantability, value, quality, condition, or salability of the lots, and has made such independent investigation as Builder deems necessary or appropriate concerning the dimensions, fitness for Builder's intended use, accessibility by road, physical conditions of the soil and subsoil (including core boring tests and other foundation studies as may be necessary or appropriate) and conditions and suitability for improvement and sale of such lot prior to Builder's purchase and/or construction thereon. Builder acknowledges that fill may or may not have been placed on each lot throughout the Development, and that Developer shall not be liable or responsible for subsidence of any earth, including fill or filled ground or earth upon which fill is or has been placed in the Development or on any lot which Builder may purchase, and/or upon which Builder may construct a residence.
- (g) Responsibility for Improvements. Builder acknowledges that any and all improvements required within the perimeter of any lot shall be the responsibility of Builder and no other. In addition, Builder is responsible for:

(i) the obligation to construct, furnish or install on site utility extensions from the point of pick-up adjacent to the perimeter of the lot to any portion of the lot; potable and irrigation water; and sanitary and storm sewer extensions from the existing systems which will be brought to the perimeter of the lot;

(ii) payment of any utility deposit, temporary water service, hook-up fee and service availability charge, for potable and irrigation water and sewer, or other charge for electrical, telephone, cable television, or utility service for the lot or any part thereof and any costs or charges for meters or utility service;

(iii) landscaping according to the building and design guidelines, and the purchase and installation of approved mailboxes; and

the addition or removal of any fill to alter the elevation of the lot, and any grading, compaction, piling, excavation of foundation work.

(h) Diligent and Continuous Construction. After commencement of construction, Builder shall diligently and continuously progress with the construction so that steady and substantial progress will be made on the house without delays and without there being any periods of more than ten (10) working days when no substantial work is performed on the construction of the house. Builder shall comply with all provisions contained in the Declaration, and will safely protect all persons and property at and on the work site. Builder agrees to maintain a neat and orderly work site, and, to the extent feasible, to place portable toilet facilities out of view from the fronting roadway. Builder shall conduct all construction activities exclusively on the lot upon which the proposed residence is to be constructed. Builder's construction activities shall only be conducted on Monday through Saturday, from 7:00 a.m. to 6:00 p.m.

(i) Designated Entrance. Developer may select a specific entrance through which selected Builder and all his suppliers, agents and subcontractors must travel.

(j) Signs. Only signs which are approved by Developer and the Architectural Committee may be used by Builder. Any other signs may be removed by Developer. Builder shall at all times maintain in good condition and properly erected all approved signs (i.e. clean, neat, orderly, straight, plumed, visible, and no closer than ten feet (10') to the front property line of the yard). Builder shall not place any signs on property owned by Developer.

(k) Property Damage. Builder shall not damage, litter, deface, destroy, injure, or otherwise render less in value any property or thing (sidewalk, gutter, shrubbery, trees (including, without limitation, any trees planted or placed by Developer at or around the street), driveway, flowers, lamp post, yard, etc.) not his own, nor any common area, nor any property of the Association, and shall use Builder's best efforts to protect trees, including the trees planted by Developer near the street servicing any such lot) on any lots purchased by Builder. Builder shall not utilize another lot or area for purposes of construction upon his lot. Builder specifically agrees that in the event any trees planted or placed by Developer on any lot owned by Builder or between such lot and the street or streets servicing such lot are damaged, injured or destroyed, that Builder shall be responsible for replacing such trees with identical trees approved by Developer in advance, and if Builder fails to do so then Developer may replace such tree and Builder agrees to reimburse Developer for all costs associated with the same upon receiving notice from Developer of such replacement.

(l)Cooperation with Developer and Others during Construction. Builder acknowledges that because Builder may purchase lots prior to completion of infrastructure in other portions of the Development, there may be certain inconveniences until construction is complete, and Builder waives all claims with respect thereto. Builder further agrees that Builder shall cooperate with and require its agents, employees, and subcontractors to cooperate with all other parties involved in construction in the Development. Builder will execute any and all documentation required by Developer or by the appropriate governmental authorities to effectuate any desired modification or change in connection with Developer' activities in the Development.

(m)Mailbox. The Architectural Committee will provide Builder with the make and model of mailbox that Builder must purchase and install on each Lot.

(n)Documents and Information Statement to be delivered to Purchaser from Builder. Builder shall distribute or cause to be distributed to each purchaser from Builder, prior to the closing of the sale of such residence, a copy of the current Declaration, Articles of Incorporation and Bylaws of the Association., the Building Guidelines, and any other applicable rules, regulations or guidelines promulgated by the Association or the Architectural Committee, any other documents or instruments reasonably requested by Developer, and at the closing Builder agrees the purchaser shall execute a document provided by Developer whereby the purchaser acknowledges receipt and agrees to be bound by the same .

(o)Resale of Lot. Notwithstanding anything herein stated to the contrary, Builder shall not convey any lot to anyone except another Builder or to an individual who first agrees in writing to, (i) use a Selected Builder to construct a home on said lot, and (ii) comply with all of the terms and conditions of this Agreement with respect to such lot, including time frames for construction. Any resale or attempted resale of a lot not in compliance with this paragraph shall be void. In no event shall Builder be relieved of any liability to Developer or the Association, whether under this Agreement, the Builder's Lot Purchase Agreement or otherwise as a result of the resale of a lot. Builder agrees that if any breach of this provision of this contract occurs, Developer shall have the right to file any legal action necessary to enforce this provision of this Agreement. Builder also agrees that if Developer is successful in enforcing the provisions of this paragraph of this Agreement, as liquidated damages, due to the difficult nature in assessing actual damages to Developer, Builder will pay to Developer in liquidated damages the costs of each lot affected by Builder's breach of this provision of this Agreement together with reasonable attorneys' fees and court costs incurred to enforce the provisions of this paragraph of this Agreement.

(p)Acknowledgment of Association and Assessments. Builder has read and is familiar with the Declaration, as amended to date, the Articles of Incorporation, and Bylaws of the Association together with all Building Guidelines and rules and regulations of the Architectural Committee and has been made aware of all amendments thereto and has been made aware of and has had available said documents prior to the execution of this Agreement. Notwithstanding the provisions of the Association documents regarding the amounts and timing of assessments, Builder understands and acknowledges that the Association assessments for any lot owned by the Builder shall be assessed at the rate hereinabove provided, and that such assessments will commence upon the sooner of: (a) the date of closing of the purchase of a lot, or (b) issuance of building permit, or (c) start of construction. Assessments to Builders will be prorated.

(q)Financial Condition of Builder. Builder's financial condition shall remain sufficiently strong and sound in the sole opinion of Developer to undertake and complete the obligations to be performed by Builder pursuant to the terms and provisions of this Agreement and any contract. So long as Builder owns any lot or remains a Selected Builder, Builder shall furnish Developer or any financial institution to which Developer directs, annually, if so requested by Developer, such financial information and financial statements of Builder as Developer may reasonably require or any financial institution to whom Developer, as the Developer, may be required to provide such information.

(r)Payments. Builder agrees to pay Developer and the Association promptly any and all sums owed or owing by Builder to them. If the time for payment is not otherwise specified, such payment shall be paid within five (5) days of demand therefore.

(s)Magnuson-Moss. Builder shall comply with all applicable provisions of the Magnuson-Moss Warranty-Federal Trade Commission Act (15 U.S.C. §1230 et. seq.) as to warranties related to consumer products, fixtures and all improvements to any Lot or residence constructed by Builder.

4.No Security Provided. Neither Developer nor the Association shall provide any security or surveillance to protect the Builder's person or property, and Builder is fully and completely responsible for providing his own security and protection. Builder hereby and by these presence releases and forever relinquishes Developer, his heirs, successors and assigns and the Association, its successors and assigns of and from any and all duty, obligation, liability, damage, injury, or other destruction for any such security, surveillance, and protection.

5.No Assignment. Builder shall not assign its rights under this Agreement or any other Contract with Developer without the prior written consent of Developer. Nothing contained herein shall limit the right of Developer to assign its rights herein under any such contract and to transfer any property subject thereto.

6.Broker's Commissions. Builder agrees to and does hereby indemnify and hold Developer harmless from any and all fees, brokerage and other commission or costs (including reasonable attorneys' fees), liabilities, losses, damages, settlement amount, claims, causes of action or proceedings which may result from any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of Builder in connection with any transaction contemplated by this Agreement.

7.Attorney's Fees. If any action at law or in equity, including an action for declaratory judgment or an action to enjoin the Builder is brought by Developer or the Architectural Committee to enforce or interpret the provisions of this Agreement, Developer shall be entitled to recover reasonable attorneys' fees from Builder, which fees may be set by the court in the trial or appeal of such action or may be enforced in a separate action brought for that purpose, and which fees shall be in addition to any other relief which may be awarded Developer.

8.Notices. Any notice or other communication, between the parties in connection with this Agreement or any contract shall be in writing and delivered in person to any officer or duly authorized representative of the other party or deposited within the United States Mail, postage prepaid, and addressed to the party for whom intended at the address (subject to change by notification to the other party) set forth below each party's signature hereto. In case of any notice to Developer, a copy should also be sent to Johnston Hinesley PC, 291 North Oates St., Dothan, Alabama 36303.

9.No Recordation. Builder shall not cause or allow this Agreement, any contract between the parties, or a short form, memorandum, or assignment hereof or thereof to become a public record without prior written consent of Developer, which consent may be withheld at Developer' sole discretion. Builder agrees, however, that it will expressly notify any future purchaser or encumbrancer of any and all outstanding rights of Developer in or to any Property covered by this Agreement or any contract.

10.Further Acts. The parties shall each cooperate with the other in good faith and shall execute such further documents including, but not limited to, quitclaim deeds and shall perform such further acts as may be reasonably necessary or appropriate to carry out and accomplish the intent of this Agreement and contract between the parties.

11.Default and Remedies. Upon each occasion that Developer finds Builder to be in default, breach, or noncompliance of or with this Agreement, the Declaration, Bylaws or any rules or regulations of the Architectural Committee, Developer may impose the following remedies against the Builder:

(a)Builder may be assessed a penalty up to \$500.00 for each occurrence of default, breach or noncompliance, at the discretion of Developer, and after three such occurrences, Builder may be assessed a penalty up to \$1,000.00;

(b)Developer may sue Builder for damages or to enjoin any violation or breach of this agreement;

(c)Developer shall have the option to repurchase all or a portion the lots owned by Builder upon which actual construction of a residence has not commenced, by providing written notice of the same to Builder by providing written notice of such election to Builder, in which case Builder shall immediately cease any work on such lots. The lots to be repurchased shall be conveyed by Builder to Developer by statutory warranty deed (subject to the same exceptions to title set forth in the deed of conveyance to Builder and subject to standard and customary easements and do not hinder the use or development of the property), and the purchase price for such repurchase shall be Builder's actual purchase price for such lots (i.e., excluding any closing costs paid by Builder), less any brokerage commissions paid by Builder at the original closing. The closing of the repurchase contemplated hereunder shall occur within thirty (30) days of the date of the written notice, and an attorney's office and at a time selected by Developer. If the title proposed to be conveyed to Developer is subject to any defect not permitted hereunder, in addition to all other rights or remedies Developer may have at law or equity or under this Agreement, Developer may remove such defect and deduct all costs and expenses of the same (including reasonable attorneys fees) from the amount of the purchase price for such lot; and/or

(d)Developer shall be entitled to all other remedies provided at law and equity, including specific performance and reasonable attorneys' fees for the successful enforcement of the provisions of this Agreement.

In the event in the sole determination of Developer the Builder fails to comply with or breaches the terms of this Agreement, then Developer may exercise its rights set forth immediately above, or Developer may, but shall not be obligated, to notify Builder in writing of such failure and grant Builder a period of ten (10) days to cure such failure. If Builder fails to cure within aid ten (10) days in the sole determination of Developer, Developer, without liability to Builder or owner, may prohibit Builder from working within the Development and may require Builder to cease construction and work on all lots of Builder until Builder comes into compliance with this Agreement or, in the alternative, declare Builder in breach and exercise all of its rights and remedies under law or under this Agreement.

In the event Builder disputes Developer findings and actions with respect to any default, breach or noncompliance with this Agreement, the Declaration, Bylaws or regulations or building guidelines of the Association or the Architectural Committee, the Builder may appeal Developer's decision to the Board of Directors of the Association. by written appeal actually delivered to said board within ten (10) days after Developer findings and actions. Said written appeal must state with specificity the default, breach of noncompliance to which Builder is accused, Developer findings and actions in regard thereto, the times and dates of each, and the reason Builder disputes the same. The decision of the Board shall be final and conclusive and binding on the Builder and Developer.

In the event Builder fails to cure any default hereunder within ten (10) days after written notice from Developer and/or the Association, Developer and/or the Association shall have the right to cure such default on behalf of Builder and Builder agrees to reimburse immediately Developer and/or Association for all costs and expenses incurred by Developer and/or Association in performing such work with interest thereon at the prime rate of the Wall Street Journal, from time to time.

The rights and remedies herein granted to Developer and/or the Association in the event of default by Builder are not exclusive to one another but are cumulative, and the exercise thereof shall be without prejudice to the enforcement of any other right or remedy authorized by law or this Agreement.

12.Termination. Either party may terminate Builder's status as a Builder hereunder for any reason or no reason by giving thirty (30) days prior written notice to the other party. Except as hereinafter provided, notice of termination shall not terminate or relieve the Builder from any obligations hereunder or any contract as the same may apply to any lot owned by Builder at the time such notice is given, and Builder shall complete all houses then under construction, provided, however, notice of termination will operate to relieve and suspend Builder's obligation under the required minimum lot purchases in paragraph 3(a) above.

13.Association Documents. Except as expressly provided for herein concerning assessments to Builder, the Declaration, Bylaws, Association Rules and Regulations or Architectural Committee Rules and Regulations, as the same may be made and amended from time to time are specifically made a part hereof by reference as if fully and completely typed hereon and the parties agree that the Declaration and Covenants shall prevail in the event of any conflict between the same and this Agreement.

14.Indemnity. Builder hereby and by these presents indemnifies and holds harmless Developer, his or its successors and assigns, of and from any and all damages, including by way of example, but not limited to, property damage caused or resulting from water run-off, erosion, or violations of ADEM regulations or personal injury, death, loss, actions, causes of action, and liability and expenses (including reasonable attorneys' fees and costs of litigation, including litigation and appeal), arising from, relating to, associated with, caused by, involving or concerning Builder or its agents, employees, subcontractors, independent contractors, guests or invitees.

15.Severability. Invalidity of any one of these articles or paragraphs by any court of competent jurisdiction shall in no way effect any other provision which shall remain in full force and effect.

16.Amendment. No addition to or modification of any provision contracted in this Agreement or any contract shall be effective unless set forth in writing and signed by each of the parties hereto.

17.Entire Agreement. This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to said matter. Each party to this Agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

18.Binding Effect. This Agreement shall be binding upon and inure to the benefit of the respective parties hereto and their respective heirs, successors and permitted assigns, and any reference herein to “Builder” or “Selected Builder” shall also be deemed a reference to their successors in title.

19.No Waiver. Failure of Developer to insist upon compliance with any provision hereof shall not constitute a waiver of the rights of Developer to subsequently insist upon full compliance with that provision or any other provision of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Selected Builder Agreement as of the date first above written.

“Developer”
R & T of South Alabama, LLC

By: _____
Its Manager

“Builder”

By:_____ Its: _____