

STATE OF ALABAMA

COLBERT COUNTY

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**PROTECTIVE COVENANTS AND RESTRICTIONS  
APPLICABLE TO OAKWOOD ESTATES**

The undersigned, Cypress Lakes Building and Development Co., Inc. (hereinafter "Developer"), being the owner and developer of all the property embraced in that subdivision shown on the map and plat prepared by Alexander Maps and Surveys, Inc., and designated as Oakwood Estates, a subdivision, located in Colbert County, Alabama, and recorded in the Office of the Judge of Probate of Colbert County, Alabama, in Plat Cabinet C, Slide 54, hereby impose on all lots, the following conditions, covenants and building restrictions (collectively, the "Covenants").

**I. GENERAL CONDITIONS:**

1. These Covenants are to run with the land and shall be binding on all the parties and all persons claiming under them for ten (10) years from the date the subdivision plat is filed of record in the Office of the Judge of Probate of Colbert County, Alabama, after which time said Covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of at least seventy-five percent (75.00%) of the then record owners of the restricted lots it is agreed to terminate the Covenants. Any provision hereof may be amended at any time by an instrument approved by at least seventy-five percent (75.00%) of lot owners of record at such time. No amendment is effective until it is duly recorded. The term "record owners" shall not include mortgagees. There shall be one vote per each lot regardless of whether there is more than one record owner of each lot. Lot owners shall have one vote for each lot owned.

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2. If any person shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or entity owning any real property situated in said subdivision or Cypress Lakes Homeowners Association (a/k/a The Oaks Homeowners Association) to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages for such violation, or both, and in the event of a breach of said Covenants, the person or persons committing the breach shall pay all costs of enforcing these covenants, including a reasonable attorney's fee. Notwithstanding the foregoing, architectural and landscaping review will be the sole responsibility of the Architectural Control Committee and, consequently, approval or disapproval of such plans and specifications shall be determined by the Architectural Control Committee.

3. Invalidation of any one of these Covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

4. The Architectural Control Committee ("ACC") shall consist of three (3) members appointed by Developer. One of the members shall be a lot owner in the subdivision.

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5. A site plan, showing the dwelling, all driveways, patios, decks, fences, and any other structures and improvements shall be furnished to the ACC for its approval in advance of any work.

6. A landscape plan, meeting the guidelines set forth in Exhibit "A" attached hereto, shall be furnished to the ACC for its approval in advance of any work.

7. All residential dwellings must be constructed by Developer. Developer will provide several home plans, with different finish options, to a lot owner to choose from. Custom plans, which blend architecturally with the other residential dwellings in the subdivision, may be presented to the ACC for approval; however, the ACC is not required to approve a custom plan.

8. No work of any nature may be commenced on the site until written approval has been given by the ACC. If such approval cannot be obtained, upon written request from the owner, Developer will repurchase the subdivision lot for the original sales price. No remedy is available to a lot owner who does not obtain written approval of his requested plans and specifications except as stated in this paragraph. Notwithstanding the fact that a lot owner has received approval of his plans and specifications, the lot owner is still responsible to comply with all Covenants contained herein during construction.

9. Construction of a residential dwelling must commence within ninety (90) days of purchase of a lot in the subdivision. Developer, in its sole discretion, may grant an extension of up to sixty (60) days.

10. The ACC must approve proposed brick, shingle type and color, exterior color scheme and clad wood windows to be utilized. Clad wood windows manufactured by Andersen, Curadco, Monarch, or clad wood windows of equal quality shall be acceptable.

11. Owners of lots and/or residential dwellings in Oakwood Estates desiring to sell their property agree to list the property for sale with Developer, or its designee at the standard residential market listing price then in effect in Colbert County, Alabama. As of the date hereof, the standard sales commission is six percent (6%) of the sales price.

12. Owners of lots and/or residential dwellings in Oakwood Estates (excluding Developer) shall be members of Cypress Lakes Homeowners Association (a/k/a The Oaks Homeowners Association).

## II. COVENANTS AND RESTRICTIONS:

1. No lot shall be used except for residential, single family purposes. No structures shall be erected, altered, placed or permitted to remain on any lot other than detached, single family dwelling and private garage and accessory buildings and structures such as swimming pools, enclosed storage rooms, screened enclosures and patios. No structures shall be erected, altered, placed or permitted to remain on any lot until approved by the Architectural Control Committee (hereinafter referred to as "Committee").

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2. No recorded lot shall be further subdivided. Only one residential/single family structure may be built per any recorded lot. No apartments, duplexes or multi-family dwelling improvements may be erected or maintained. No housetrailer shall be located on the recorded lot.

3. No carports shall be permitted. All garages shall be enclosed and shall be at least adequate to house two standard size American cars, but not less than four hundred (400) square feet of floor space. All garage doors shall be operable. All vehicles shall be parked on paved driveways. All vehicles on the premises must be kept totally enclosed and not visible from the street; however, in addition to the vehicles being kept in the enclosed garage, the owner may keep one (1) additional vehicle (automobile or truck) parked on a paved driveway. No work may be done on any motor vehicle, boat, or other equipment on the premises except in the garage. No such work shall be done on a commercial basis. No abandoned or non-use motor vehicle, commercial truck, or construction equipment may be parked or kept on any part of a recorded lot. No trailers, boats, boat trailers, or motor homes may be kept upon the premises except in totally-enclosed garages. Recreational vehicles shall not be allowed on the premises.

4. No temporary structures may be placed on the premises except necessary shelters used by builders during construction, and these must be removed upon completion of construction. During construction, the property must be kept in a neat and orderly fashion and all debris removed therefrom.

5. No residence may be constructed unless it contains at least 2700 square feet of finished, heated and cooled, enclosed living area. A residence consisting of more than one story must contain at least 2000 square feet of finished, heated and cooled, enclosed living area, including 2300 square feet on the ground level. No unfinished storage, utility room, basement, attic, breeze way, porch, or garage shall be counted as part of the living area for the purpose of determining the minimum building size.

6. a) No building shall be built no closer than 30 feet to the front lot line, 35 feet to the rear lot line, and 12 feet to any side lot line (except corner lots where a minimum of 30 feet from the side street line must be maintained as to any structure).

b) Whenever the owner of two contiguous lots, or portions thereof, constructs a dwelling partly on both lots, the side lot line restriction in (a) hereof does not apply to the side lot line which forms a common boundary between such lots.

7. Accessory buildings shall be of the same construction and appearance as the single-family residence. The roof-roofline-exterior shall be the same as the single-family residence. The accessory building shall be of permanent nature. The accessory building must have exterior entrance doors. The accessory building must be three hundred (300) square feet or more in floor space on the first floor. The accessory building must conform to city zoning setback regulations in force at the time of erection thereof.

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8. An enclosure at least thirty-six inches (36") in height shall be maintained, including a gate or door, for placement of all trash and garbage cans. No weeds, underbrush or other unsightly growth shall be permitted to remain upon any part of the property and no refuse, piles of trash, garbage or other unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. All exterior machinery, air conditioning compressors and other mechanical features or storage or fuel tanks shall be screened by a similar structure or landscaping approved by the Committee. The grounds, lawns, landscape shall be maintained on a regular basis to provide the entire property with a neat appearance. All driveways shall be of such hard surface material as asphalt, concrete, brick, etc. No storage tanks of any kind shall be permitted above ground. No clothes lines or drying yards shall be located on the property.

9. Only such finished materials as brick, stucco, painted siding, stained or painted wood or such other materials as the Committee may approve shall be used for exterior surfaces of any structures. Vinyl or aluminum siding can only be used on soffits, gable ends, and around windows and doors.

10. All fences shall be a type and quality approved by the Committee in advance. No chain link fences shall be allowed. Each fence shall have a gate. If the permitted fence has only one finished side it must be the side exposed to the public. No fence may be erected nearer the front lot line than the rear line of the dwelling unless approved by the Committee in advance.

11. No signs may be displayed to public view except one named identification sign not more than two square feet in size and one temporary real estate sign not more than five square feet in area. This restriction shall not apply to the undersigned owners.

12. No exterior antennas may be installed or maintained. No satellite received may be installed or maintained unless enclosed in a manner approved by the committee and hidden from public view.

13. The recorded plat designates utility and drainage easements. An owner shall maintain this area, but may place no obstruction thereon which interferes with the use and maintenance of such easements.

14. No noxious or offensive activity may be maintained on the property. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot. No more than two dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. Homeowners pets must be kept within the boundaries of his own lot. Owners must comply with the City of Muscle Shoals Leash Law Ordinance. No owner shall keep or maintain any pet or animal that has a vicious propensity, or that becomes a nuisance to the neighborhood.

15. No commercial activity shall be maintained on the property.

16. No public yard sales of personal properties shall be held on any lot or subdivision property.

17. No trees measuring 6" or more in diameter at ground level may be removed without written approval of the Committee (unless located in the area of improvements to be erected approved in advance by the Committee).

18. Owners of two contiguous lots must obtain written approval of the Committee prior to constructing a dwelling that lies partly on both lots.

19. The property adjoins a golf course and the owner/developer is not responsible for damage caused by individuals playing on the golf course.

20. All mail boxes shall be approved by the Committee.

21. No swimming pool or tennis court may be erected or constructed without the express written permission of the Committee and the location and use of the same shall be such as not to constitute a nuisance or annoyance to the neighborhood.

STATE OF ALA. COLBERT CO.  
CERTIFY THIS INSTRUMENT

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RECORDED BY: [unclear]  
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*Al Thomas*  
Notary Public

CYPRESS LAKES BUILDING  
AND DEVELOPMENT CO., INC.

BY: *Neil L. Whitesell*  
Its: President

STATE OF ALABAMA )  
                                  )  
COLBERT COUNTY     )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Neil L. Whitesell, whose name as President of Cypress Lakes Building and Development Co., Inc., an Alabama corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 27<sup>th</sup> day of October, 1997.

*Mary A. Fuller*  
NOTARY PUBLIC

My Commission Expires: 8-29-2000

