

Oakfair
Riverview
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PC

STATE OF ALABAMA
LAUDERDALE COUNTY

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DECLARATION OF
RESTRICTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
OAKFAIR RIVERVIEW ESTATES

The undersigned, BOBNELL Enterprises, Inc., being all of the owners of all the property embraced in the subdivision shown on the map and plat prepared by White, Lynn, Collins and Associates, CE, located in Lauderdale County, Alabama in Map Book 6 at Page 149, on the 28th day of December, 1993 hereby impose on the lots in the said plat of the subdivision named Oakfair Riverview Estates which is hereafter called O.R.E., the covenants, conditions and restrictions stated below.

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 twenty-five (25) years from the date these covenants, conditions and restrictions are recorded after which time the said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years unless by a vote of a majority of the recorded owners of the lots it is agreed to eliminate said covenants, conditions and restrictions in whole or in part. The term "recorded owners" shall include the mortgagees.

If the parties hereto, the owners of any lots or any of them or their heirs, assigns, or successors shall violate or attempt to violate any of the covenants, conditions and restrictions herein, it shall be lawful for any other person owning any of the said property or any lots in the said subdivision to prosecute any proceeding at law or equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other remedies for such violation.

Now therefore, BOBNELL Enterprises, Inc. declares that the real property described above in the said plat shall be held, owned, transferred, encumbered, used, sold, conveyed, leased and occupied subject to the covenants, conditions and restrictions set forth below expressly and exclusively for the benefit and use of the property and of each and every person and entity who now or in the future owns any portion or portions of the said real property.

LAND USE AND BUILDING TYPE

1(a). 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 the following accessory buildings: One private garage of not more than one thousand square feet which provides cover or protection for not more than four motor vehicles; and one utility or maintenance building of no

2600

MTG. _____
DEED _____
REC. 2600

more than six hundred square feet contained in said utility or maintenance building.

(b). Each such detached single family dwelling shall contain no less than eighteen hundred (1800) square feet of living area for a single level house, exclusive of basements, porches, terraces and garages. For a two story house, a minimum of 1,400 square feet on the first (main) level is required, and a minimum of 1,800 square feet total.

(c) All such detached single family dwellings shall have a minimum of three bedrooms and two full bathrooms.

(d). All houses shall have a garage which shall accommodate a minimum of two cars.

(e). All driveways shall be paved with asphalt or other permanent or hard surface material.

(f). There shall be no mobile homes, manufactured homes, or recreational vehicles permitted as residences.

(g) The exterior of all residences and other improvements must be completed within 8 months after construction commences, unless such completion is impossible or would result in a great hardship to the owner/builder due to strike, fire, national emergency or natural calamity. Residences may not be temporarily or permanently occupied until the exteriors thereof have been completed.

During construction, the Owner shall require the contractor(s) to maintain the building site in a reasonably clean and uncluttered condition. Within one month after completion of any construction, all debris, waste materials, excess materials and equipment shall be removed. Within one month after completion of a residence, the Lot shall be landscaped. Proper erosion prevention methods must be used to avoid erosion on Lots at all times, both during construction and after construction is completed.

(h). No Lot shall be subdivided or its boundary lines changed. No more than one residence shall be constructed on any one Lot.

BUILDING LOCATION

2(a). No building shall be located on any lot nearer to the lot line or nearer to the side street line and the minimum building set back lines shown on the recorded plat of O.R.E. Subdivision as recorded in the records of the Judge of Probate of Lauderdale County, Alabama. In any event, no building shall be located on any lot nearer than twenty-five feet to the front lot line nor nearer than twenty-five feet to any side street line.

(b.) No building shall be located nearer than twenty-five feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located twenty-five feet or more from the minimum building set back line. No dwelling shall be located on any interior lot, not having water frontage, nearer than twenty-five feet to the rear lot line. These restrictions do not apply to the community property lots.

(c). For the purposes of this covenant, steps, docks and open porches shall not be considered a part of a building, provided; however, that no portion of a building on a lot may encroach upon another lot.

(d). No owner shall erect a satellite dish or free standing antenna on any Lot, provided that Cable TV is made available in ORE. An antenna attached to a residence may be erected subject to the prior written consent of the Architectural Control Committee.

EASEMENTS

3. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No structure, plants, or other material that may damage or interfere with the installation and maintenance of utilities or that may change the direction and flow of drainage channels in the easements, or that may obstruct or retard the flow of water through drainage channels in the easements, shall be placed or permitted to remain within these easements. The easement area 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.

NUISANCE

4. No obnoxious or offensive activity shall be carried on upon any Lot either before or during construction or after the completion of the detached single family dwelling, nor shall anything be done on the Lot that may become an annoyance or nuisance to the neighborhood of the said O.R.E. Subdivision. Continuous on-street parking shall be prohibited. Commercial truck parking is prohibited except for temporary service activity. No more than two vehicles shall be parked continuously in any driveway. It is desired that boats, trailers, and other recreational vehicles be housed in a building appropriate for that usage.

No three- or four-wheelers, or other "All Terrain Vehicles" (ATVs), or other sport vehicles shall be permitted to traverse on or across lots owned by others, or on or across common/community lots. No vehicles shall be operated in a manner or mode that causes or produces a nuisance or irritation to the residents of Oakfair Riverview Estates.

No firearms shall be discharged within Oakfair Riverview Estates.

BOAT DOCKS AND PIERS

5. Boat docks and piers shall conform to the regulations and restrictions of the Tennessee Valley Authority. In addition to the Tennessee Valley Authority regulations and restrictions, there shall be no enclosed (whether by walls or otherwise) boat docks or boat houses.

TEMPORARY STRUCTURES

6. No structure of a temporary character, trailer, basement house, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

This restriction shall not include any structure existing as of the date of these covenants; however, any such existing structure(s) shall be removed by December 31, 1994.

SIGNS

7. No sign of any kind shall be displayed on any Lot except for one 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 sale periods.

COMMERCIAL USE

8. The use of the said Lots is strictly residential, and no commercial, retail, or service use is permitted.

LIVESTOCK, POULTRY AND HOUSEHOLD PETS

9. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lots. Dogs, cats, or other normal household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes, and the said household pets must be restrained and not permitted to leave owner's Lot unless on a leash.

GARBAGE AND REFUSE DISPOSAL

10. No Lot shall be used as a dumping site for rubbish. Trash, garbage and other wastes shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

WATER SUPPLY

11. Public water supplies shall be utilized and no private wells are permitted.

SEWAGE DISPOSAL

12. Only State and County approved septic systems or sewage disposals shall be permitted.

PROTECTIVE SCREENING, LANDSCAPING AND UPKEEP

13(a). Plants, privacy earth retaining walls, sea walls and fences built or constructed to form a screen for protection of the residential area, if so desired, shall be maintained by the owners of the Lots, at their own expense. No building or structure, except a privacy fence or wall, shall be erected without the written consent of

the Architectural Control Committee. Lot enclosure fences are prohibited.

(b). Owners of improved Lots shall keep improved areas of the Lots free of weeds, undergrowth, garbage, trash, debris and litter. It shall be the responsibility of each Owner to prevent the development of any unclean or unsightly conditions of building or grounds on the Property which would tend to decrease the attractiveness of the neighborhood as a whole or the specific area. All improvements on the Property shall be kept in good repair and, where necessary, painted on a regular basis.

(c). Lawns shall be maintained at all times and shall not be allowed to become overgrown at any time. Landscaping bushes and vines shall be trimmed and neat.

ARCHITECTURAL CONTROL

14. No building shall be erected or altered on any Lot until the construction plans have been approved by the Architectural Control Committee. The Committee shall consider the quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finished grade elevation among other aesthetic aspects to make its decision for approval of such plans. No fence or wall shall be erected, placed or altered on any lot nearer to street than the minimum setback lines unless similarly approved. The Architectural Control Committee shall have the power to waive in writing any failure to comply with these covenants without the concurrence of all of the owners of the Lots.

ARCHITECTURAL CONTROL COMMITTEE

15. An Architectural Control Committee shall be organized to control and monitor all construction activity in ORE. Until such time as a duly elected Committee is created, that function shall be provided by BOBNELL Enterprises, Inc. The Architectural Control Committee shall consist of three persons. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member, the remaining members shall have full authority to designate a Successor. A member may resign by submitting written notice to each of the other members. Resignation is effective on the date notice is delivered. Neither the members of the Committee or its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time a two-thirds vote of the majority of the current member of the O.R.E. Home Owners Association shall have the power through a duly recorded written instrument to change the membership of the committee, or to change or to restore to it any of its powers and duties.

COMMITTEE PROCEDURES

16(a). The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing. If the

Committee fails to approve or disapprove any plans and specification within forty-five (45) days after the 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, approval will not be required.

(b) In connection with all reviews, acceptances, permissions, consents, or required approvals by or from the Architectural Control Committee, neither the Home Owners Association, nor the Architectural Control Committee or its members shall be liable to any Owner or to any other person or entity for any claim, liability, damage, or expense suffered or incurred by or threatened against an Owner or such other person or entity arising from, or in any way relating to, the subject matter of any such review, acceptance, permission, consent or required approval, whether granted or withheld.

HOME OWNERS ASSOCIATION

17. There is hereby created as a Home Owners Association and the following shall apply:

- i. Definitions - "Association" shall mean and refer to Oakfair Riverview Estates Home Owners Association, its successors and assigns.
- ii. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot that is a part of the properties, including contract sellers, excluding those having such interest merely as security for the performance of an obligation.
- iii. "Properties" shall mean and refer to that certain real property herein before described as the Oakfair Riverview Estates as the same is plated on the plat recorded in the records of the Judge of Probate of Lauderdale County, Alabama in Map Book 6 at page 149 and such additions thereto as may hereafter be brought within the jurisdiction of the association.
- iv. "Common Area" shall mean all real property (including the improvements - see below) as indicated on the plat of Oakfair Riverview Estates for the common use and the enjoyment of the Owners.
- v. "Lot" shall mean and refer to any plat of land or parcel shown upon the recorded subdivision map of the Properties with the exception of the Common Area.
- vi. "Improvements" to the common areas are the picnic pavilion, the boat ramp the boat docks, and the tennis courts.

OWNER'S EASEMENT OF ENJOYMENT

18. Every Owner shall have a right and easement of enjoyment in and to the Common Area and Improvements, which shall pass with the title to every Lot, subject to the following provisions:

- i. The right of the Association to suspend the voting rights and the right to use of the recreational facilities by an Owner for any period during which any assessment against the Owner's Lot remains unpaid; and for a period not to exceed sixty (60) days, for any

infraction of its published rules and regulations after a hearing by the Directors of the Association; and the right of the Association to dedicate or transfer all of the Common Area to any public agency, authority, or utility for such purposes and subject to conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer is signed by two-thirds (2/3) of each class of members has been recorded.

ii. The right of the Association to collect additional usage fees from multiple Owners of a single lot.

MEMBERSHIP

19. Every Owner of a Lot that is the subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot that is subject to assessment.

VOTING CLASSES

20. The Association shall have two classes of voting membership:

a. Class A members shall be all Owners with the exception of BOBNELL Enterprises, Inc. and shall be entitled to one vote for each lot owned. When more than one person owns an interest in the Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine among themselves, but in no event shall more than one vote be cast with respect to any Lot.

b. Class B members shall be BOBNELL Enterprises, Inc. and shall be entitled to two (2) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the total voted outstanding in the Class A membership equals the total votes outstanding in the Class B membership.

ORGANIZATION OF O.R.E. HOME OWNERS' ASSOCIATION

21(A). The Home Owners' Association shall consist of all Owners who shall elect a Board of Directors consisting of three members, who must all be O.R.E. Owners. The Directors shall choose among themselves a Chairman, Vice Chairman, and a Secretary.

(b). The powers and duties of the Directors shall be as follows:

- i. Maintain the Common Areas and Improvements.
- ii. Enforce these covenants.
- iii. Hold meetings of the Home Owners' Association at least annually.
- iv. Promulgate and enforce rules and regulations for the use of the Common Areas and Improvements.

CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS

22. Each Owner of any Lot by acceptance of a deed, whether or not it shall be so expressed in the deed, is deemed to covenant and

agree to pay the Home Owners' Association annual assessments or charges and special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, cost, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, cost, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

PURPOSE OF ASSESSMENT

23. The assessments levied by the Home Owners' Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in O.R.E. and for the improvement and maintenance of the Common Areas.

ANNUAL ASSESSMENT

24. In order to pay for maintenance and other costs of upkeep of the Common Areas, improvements, and Association administrative expenses the Directors of the Home Owners' Association may at an annual meeting or at a special meeting called for that purpose by a two-thirds (2/3) majority vote, impose an annual assessment to be paid by the Owners who are Class A members for voting purposes as defined in paragraph 20 above. Specifically, the Class B member shall not be required to pay any assessments. The initial Annual Assessment of Class A members will be \$50.00 per year, per Member. The Annual Assessment shall be adjusted annually by the Association's Board of Directors based on the actual expenses of the current year and the expected expenses for the next year.

SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS

25. Written notice of any meeting called for the purpose of taking any action authorized under Paragraphs 22, 23, or 24 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting called, the presence of members or proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. The required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Any special assessment for a capital improvement shall require a vote of two-thirds of those members present or presented by proxy for approval.

UNIFORM RATE OF ASSESSMENT

26. Both annual and special assessments, as defined in Paragraph 24 and 25 above, must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES.

27. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Areas to the Home Owners' Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The members of the Home Owners' Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by a Director of the Home Owners' Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Home Owners' Association as of the date of its issuance.

EFFECT OF NONPAYMENT OF ASSESSMENTS:
REMEDIES OF THE ASSOCIATION

28. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) [per annum. The Home Owners' Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, in accordance with the laws of the State of Alabama. No Owner may waive or otherwise escape liability for the assessments by non-use of the Common Area or Improvement or by abandonment of the Lot.

SUBORDINATION OF LIEN TO MORTGAGES

29. The lien of the assessments shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of assessment as to payments that became due prior to the sale of transfer. No sale or transfer shall relieve the Lot from liability for any assessments thereafter becoming due.

ENFORCEMENT

30. The Home Owners' Association, the Directors, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or later imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so.

DECLARATIONS OF COVENANTS

31. Board of Directors of the Home Owners' Association, shall have the right, through its agents and employees, to enter upon the parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements. The cost of this exterior maintenance shall be added to and become part of the assessment to which the Lot is subject.

SEVERABILITY

32. Invalidation of any one of the covenants by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect..

STATE OF ALABAMA
LAUDERDALE COUNTY
I CERTIFY
INSTRUMENTS

MAR 3 3 00 PM '94

WILLIAM L. WILSON
JUDGE OF PROBATE

WITNESS WHEREOF, the Declarant has executed this Declaration of Covenants, conditions, and restrictions of Oakfair Riverview Estates on this 30th day of February 1994.

By: Bobby A. Coates
Bobby A. Coates, President
BOBNELL Enterprises, Inc.

STATE OF ALABAMA
LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Bobby A. Coates whose name as President of BOBNELL Enterprises, Inc., is signed to the foregoing, and who is known to me, acknowledged before me on this day, that being informed of the contents herein, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 30 day of March, 1994.

Joy P. Wilkinson
NOTARY PUBLIC
My Commission Expires: June 6, 1994

