

STATE OF ALABAMA)
AUTAUGA COUNTY)

**DECLARATION OF PROTECTIVE COVENANTS, EASEMENTS
AND RESTRICTIONS OF
AMENDED MAP OF MIDTOWN OAKS PLAT NO. 1**

WHEREAS, GOODWYN BUILDING CO., INC., Is the owner of all of the lots and land embraced in Amended Map of Midtown Oaks Plat No. 1 as said plat appears of record in the Office of the Judge of Probate of Autauga County, Alabama, in Book 2016, of Plats and Maps, Page 4; and

WHEREAS, GOODWYN BUILDING CO., INC., is desirous of adopting Protective Covenants, Conditions and Restrictions for the Amended Map of Midtown Oaks Plat No. 1.

NOW, THEREFORE, GOODWYN BUILDING CO., INC., hereby declares that the following Protective Covenants, Conditions and Restrictions for Amended Map of Midtown Oaks Plat No. 1 are hereby adopted:

DECLARATION: These restrictions, reservations and covenants shall run with the land embraced in Amended Map of Midtown Oaks Plat No. 1 and are hereby declared, adopted and Imposed on said land for the benefit, enhancement and protection of said land as incident to the building scheme of the owners of the land, and the covenants, easements and restrictions in their entirety, shall apply to said plat.

UTILITY EASEMENTS: By adoption of this plat, GOODWYN BUILDING CO., INC., an Alabama corporation, owner of all of the lots and land embraced in Amended Map of Midtown Oaks Plat No. 1, hereby grants to Alabama Power Company and South Central Bell Telephone Company, their successors and assigns, or other appropriate public or quasi public utilities, the easements along and over all of the lots and property reflected on said plat, together with the right to construct, install, operate and maintain, along said easements, all conduits, cables, trans closures and other appliances and said facilities useful or necessary in connection therewith, for the underground transmission and distribution of electrical power, underground communication services, and natural gas service, upon, under and across said easements. Also granted hereby is the right to install and maintain underground service laterals from said easements to serve the building or buildings on each lot herein.

DURATION: These protective covenants shall run with the land, and shall be binding on all parties or legal entities and on all persons or legal entities claiming under them for a period of twenty-five (25) years from the date of the recording of this plat, after which time said covenants shall be automatically extended for successive periods of ten

years unless an instrument, signed by a majority of the then owners of the lots located herein, has been recorded, agreeing to change said covenants, in whole or in part.

ENFORCEMENT: Enforcement of these protective covenants shall be by proceedings at law or in equity against the person, persons, or legal entities violating or attempting to violate any of these covenants. Said action may be either to restrain violation or to recover damages therefore. Invalidation of any one of these covenants, or any portion thereof, by judgment or court order, shall in no wise affect any one of the other provisions or other portions thereof, which shall remain in full force and effect.

1. **SINGLE FAMILY RESIDENCES:** No lot shall be used except for single-family residential purposes.

2. **HEIGHT RESTRICTION:** No buildings, or additions thereto, shall be erected, altered, placed or permitted to remain on any lot herein other than one detached single-family dwelling not to exceed two stories in height, except that a third story shall be permitted if it is designed in such fashion as to fit within the normal roof-line of a two story structure in the area that would normally be considered attic area, with all construction being subject to prior review and approval of the Architectural Review Board ("ARB") as hereinafter set out. This covenant shall be construed to permit outbuildings, as hereinafter provided, which must be authorized and approved by the ARB.

3. **MINIMUM SQUARE FOOTAGE:** Each residence constructed within this plat shall have a minimum square footage of air conditioned and heated living area of at least 1000 square feet exclusive of open porches, attached garages, carports or other non-living areas, or, in the case of any residence to be constructed having more than one story, the same must have a minimum ground floor living area, of at least 800 square feet. All lots within this plat must have and continue to have a minimum of 60 feet frontage at the building setback line, unless a lesser amount is reflected on this original plat, in which case the minimum foot frontage at the building setback line shall be as reflected on original plat.

4. **DETACHED BUILDINGS AND ANCILLARY STRUCTURES;** No building or addition thereto, or fence or ancillary structure shall be erected, altered, placed on any lot until and unless the construction plans and specifications and a plan showing the location of the structure on the lot have been approved by the ARB in all respects. No fence or wall shall be erected or placed on any lot nearer to any street than the minimum set-back lines of said lot unless similarly approved. Approval shall be by the ARB which shall be comprised of a person or persons appointed by GOODWYN BUILDING CO., INC. The ARB must approve any and all aspects of any and all construction and improvements on each lot within the plat herein set out. Each request for approval must be accompanied by a payment of \$50.00 to the ARB, along with two sets of plans for the proposed construction, renovation, Improvement or other action requiring ARB approval, one set of plans will be retained by the ARB and one set will be returned to the builder or lot owner. In the case of original construction; said plans must include

specifications, exterior colors, landscape plans and an overall site plan. The ARB will establish its own requirements, procedures, policies, and time frames, which requirements shall be available, on request, to local owners, their architects, or builders. All approvals by the ARB must be in writing, and dated, and must be signed by a minimum of one member of the ARB, and where plans and specifications are required said approval should be reflected on a copy of the plans and specifications submitted to the ARB for approval. The ARB may, In Its unrestricted discretion, reduce, increase or waive the approval fee in the event the approval sought is not for new home construction or a major renovation or addition to the ARB may periodically modify or amend its requirements, but in no event shall its requirement be less restrictive than these protective covenants otherwise require.

The ARB may set site standards, building design and materials standards, building construction standards, fence and landscape standards, and other standards that it deems appropriate. Approval of any plans or the setting of any requirement for approval shall not and does not constitute any representation or guaranty of safety or architectural integrity, by the ARB, which instead, shall be the sole responsibility of each lot owner. The declarant may turn over the function of the ARB to the hereinafter referred to as the 'Association', which will be organized as a part of this over-all development at any time the declarant deems. appropriate prior to full and total development of the entire residential portion of the, Amended Map of Midtown Oaks Plat No. 1, including all separate plats and portions thereof, but declarant shall transfer said ARB responsibility to the Association no later than sixty (60) days after the last residential lot within the Subdivision or all additional plats of Midtown Oaks is developed by a substantial completion of construction thereon.

5. **BUILDING SETBACK LINES:** No building shall be erected on any lot nearer to the front lot line or nearer to the side street line than the minimum building set-back lines shown on this recorded plat. No building shall be located nearer than five feet (5') to an interior lot line. For the purposes of this covenant, eaves, steps, stoops or entrance platforms, and ornamental planting boxes shall not be considered as a part of building, provided, however, that this shall not be construed to permit any portion of a building on any lot to encroach on, under or above any other lot.

6. **RESUBDIVISION OF LOTS:** The lots shown on this plat may be further modified for the purpose of increasing the size of adjacent lots, however, no additional building lots may be created by a modification of the lots shown hereon by resubdivision thereof, provided that any relocated interior lot line shall not be nearer than five feet (5') to any part of any dwelling, exclusive of overhangs, and provided that no lot shall be reduced so as to reduce its size at the minimum set back line to less than sixty (60) feet frontage on said line. In the event of any resubdivision of any lot shown on this map, the tract so constituted shall be considered as and referred to as one lot for the purpose of these covenants and these covenants shall apply the same as if said tract has been platted as one lot on this plat. Should the owner of two adjacent lots desire to build and maintain one dwelling on both lots, then the side lot restrictions shall apply only to the extreme side lines of the combined lots.

7. **UTILITY AND MAINTENANCE EASEMENTS:** Easements for installation and maintenance of utilities, drainage, access, nature trails for riding and walking and ingress and egress are reserved as shown on the plat. The easement areas, within each respective lot, shall be maintained continuously by the owner of the respective lot, over which said easements cross, it being understood and agreed by all lot owners within the subdivision that these areas are important to the overall subdivision and to all lot owners therein.
8. **OVERHEAD WIRES OR FACILITIES:** The owner of the lots within this subdivision will not erect or grant to any person, firm, or corporation, the right, license, or privilege to erect or use, or permit the use of overhead wires, poles, or overhead facilities of any type or kind for electrical, electronic communication, or telephone service on said real estate (except such poles and overhead facilities as may be required at those places *where* distribution facilities enter and leave said subdivision). Nothing herein shall be construed to prohibit overhead street lighting fixtures, or ornamental yard lighting where such is serviced by underground wires or cables.
9. **GARAGES AND OUTBUILDINGS:** No separate garages or out buildings or auxiliary structures of any kind or nature, except garden or ornamental landscape structures, shall be erected or allowed to occupy any portion of any lot, except that portion of the lot in the rear of the residence, and no such building shall be constructed, used or occupied prior to the construction of the main house structure, except such as may be used in storing tools and materials for the construction of the main house, all such buildings must be constructed using similar materials as was used on the existing home. (No metal storage buildings or garages.) Any such structure must be approved in writing by the ARB.
10. **TRADE ACTIVITY:** No noxious or offensive trade or activity 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 neighbors or the neighborhood.
11. **TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, tent, mobile home, motor home, basement, shack, garage, barn or other out building or auxiliary structure shall be used at any time as a residence, either temporarily or permanently.
12. **SIGNS:** No sign of any kind shall be displayed visible to the public view on any lot except one professional sign of not more than one square foot. In the case of advertising the property for sale or rent or in the case of signs used by a builder to advertise the property during the construction and sale period, one sign of not more than five square feet of advertising shall be allowed on any lot.
13. **DRILLING:** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon, in or under any lot nor shall oil wells, tunnels, tanks, mineral excavations or shafts be permitted on, upon, or under any lot.
14. **ANIMALS AND LIVESTOCK:** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, and other normal and common household

pets may be kept provided that they are not kept, bred or maintained for any commercial purpose, provided that they are kept in reasonable numbers and under reasonable conditions so as not to create a nuisance and not to otherwise unreasonably disturb the neighbors or the neighborhood.

15. OBSTRUCTION OF SIGHT LINES: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet (25') from the corner intersection of said street lines. The same sight-line limitations shall apply on any lot within twenty feet (20') from the intersection of a street property line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances, areas or such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

16. Additional general covenants and restrictions:

(a) CARPORTS AND GARAGES: Carports or garages may open toward the main street or any other street and may open on the front of the house. In general, the location and opening of all carports and garages shall be subject to the approval of the ARB as a part of the normal construction process.

(b) PARKING: The owner of each lot shall provide parking space for at least three (3) automobiles, per lot, off public streets, and confined to the interior of the lots and not on the public right-of-way. No lot owner shall use or allow to be used any on-street curbside areas for permanent or semi-permanent vehicular parking or storage. It being the intention of these covenants that on-street parking be restricted to visitors, guests, workmen, subcontractors, delivery personnel and not for regular parking or vehicular storage by lot owners. Vehicles shall not be parked on lawns or allowed to be continually parked on the street.. The ARB may make exceptions to this requirement in accordance with Its procedures.

(c) USE OF PROPERTY: No previously approved structure shall, be used for any purpose other than that for which it was originally designed and approved.

(d) RECREATIONAL VEHICLES: No boat, boat trailer, house trailer, horse trailer, trailer, camper, motor home or any similar Items shall be stored on or at any lot for a period of time in excess of twenty-four (24) hours, unless the same are housed in a carport or garage, or parked beyond the rear line of the home constructed on subject lot and otherwise screened so that said item cannot be seen from any adjoining street or the adjacent and surrounding property,-and any such parking facility or area must receive prior approval *of* the ARB.

(e) COMMERCIAL TRUCKS: No commercial truck, vehicle or equipment shall be permitted to be parked or to be stored at any place on subject property. This prohibition on parking and storage shall not apply to temporary parking of trucks and/or commercial vehicles used for pick-up and delivery, and shall not apply to the personal transportation work vehicles of lot owners or their immediate family.

(f) **REMEDIES FOR VEHICLE AND/OR RECREATIONAL EQUIPMENT VIOLATIONS:** Any such vehicle or recreational equipment parked in violation of these or regulations contained herein or in violation of the rules and regulations now or hereafter adopted by the Association may be towed away by the Association, at the sole expense of the owner of such vehicle or recreational equipment if it remains in violation of said restrictions for a period of more than twenty-four (24) hours. The Association shall not be liable to the owner of such vehicle or recreational equipment, nor to the respective lot owners, for trespass, conversion, or otherwise, nor guilty of any criminal or quasi criminal act by reason of such towing, and neither its removal or failure of the owner to receive any notice of said violation shall be the grounds for relief of any type.

(g) **VEHICLE MAINTENANCE AND REPAIR:** No vehicle maintenance or repair shall be performed on any vehicles upon any portions of the subject 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 four (4) hours from its immobilization or the vehicle must be removed. The Association shall be allowed to maintain and store its maintenance vehicles, if applicable, on specific areas of the property as necessary for the operation and maintenance of the common areas of the subdivision.

(h) **ACCUMULATION OF REFUSE:** No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any part of the property, except building materials used during the course of original construction of any approved structure, or any approved renovation, repair or reconstruction. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers must only be placed in the open on any day that a normal pick-up is to be made, at such place on the property to provide access to persons making such pick-up. At all other times such containers shall be stored in such manner so that they cannot be seen from adjacent and surrounding property. The ARB, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same on the property.

(i) **BUSINESS ACTIVITY:** No profession or home industry or other commercial venture shall be conducted in or on any part of the property or in any improvements thereon. The Board of Directors of the Association, (hereinafter referred to as the "Board") in its discretion, upon consideration of the circumstances in each case, and particularly upon consideration of the effect of surrounding property and property owners, may permit the conduct of a profession or home industry within a residence located on the property. Such commercial operation may be permitted only after the Board has determined that it is compatible with a high quality residential neighborhood and does not unreasonably interfere with the adjoining property or adjoining property owners. This section may not be interpreted to authorize or permit any commercial activity which is in violation of local statute or zoning regulations. Any such approval granted by the Board may be withdrawn if the Board determines that such authorized or permitted activity is unreasonably interfering with the

rights of the subdivision in general or any individual lot owner within said subdivision. In no event shall any part of the premises or any structure thereon be used as a school, child care center, kindergarten, learning center, musical instrument or voice training center, or other public building, including non-profit or charitable institutional use.

(j) AIR CONDITIONING UNITS AND SOLAR COLLECTORS: No wall or window air conditioning units nor solar collectors shall be permitted except with the prior written consent of the ARB.

(k) PIPES AND CLOTHESLINES: No water pipes, gas pipes, sewer pipes, drainage pipes or clotheslines may be installed or maintained on the property so as to be visible from adjoining property or public view except hoses and movable pipes used for temporary irrigation purposes.

(l) REAL ESTATE OFFICE OR SUBDIVISION OFFICE: The declarant may, in declarant's sole discretion, use any lot within subject property for use as a temporary sales office constructed thereon as a subdivision office, real estate office or model home, and as such the same shall not be subject to terms, provisions and requirements of these covenants until such time as all other lots within the subject property have been sold and upon that occurrence said lot and building, constructed thereon shall, as soon as reasonably possible and to the extent reasonably and economically practical, be brought into compliance with these covenants.

(m) MACHINERY: No machinery shall be placed on or operated upon any portion of the subject property except such machinery as is normal and usual in the maintenance of a private residence, or except such as is necessary during the original construction of a residence or a major renovation or improvement thereto.

(n) MAILBOXES: The design of all mailboxes must be approved by the ARB and said ARB may establish a common design and a required location for all mailboxes, so Long as compatible with the requirements of the United States Postal Service, if required by the ARB, the homeowner, shall purchase from the ARB at a standard common charge to be applied uniformly, a standard mailbox and shall install and maintain said mailbox in appropriate condition and repair, with original color scheme being maintained thereon, as required by the ARB. Any damage or destruction to mailboxes which cannot be adequately repaired will result in the lot owner being required to purchase a replacement box.

(o) AUTHORIZED USE AND EXCEPTIONS: Notwithstanding other provisions herein, each residence located within the subject property shall be used only as a single-family residence and subject to all other requirements hereunder, but, the ARB may authorize any lot owner, with respect to his or her residence, to temporarily use same for more than one family, to temporarily maintain a sign other than as expressly permitted herein, to locate other temporary structures on the property, and may make other exceptions to these covenants. In all such instances, approvals and exceptions by the ARB must be in writing and each case and each request shall be reviewed on its own merits and the ARB shall have unrestricted discretion and

neither the granting of similar requests for other lot owners nor the approval and content of adjoining lot owners shall in any way be a determinative influence on the decision of the ARB.

(p) GRASS: All grass shall be cut as needed to prevent grass from being over eight (8) inches tall. Weeds visible from the street that are in the landscaping beds will be removed on a continual basis.

17. SATELLITE ANTENNA DISCS: Satellite antenna discs and any and all other transmitting or receiving antenna type devices within the subdivision or on the exterior of any house within the subdivision are discouraged, but may be approved as to need, size, location, required screening and any other respects by the ARB, whose absolute discretion in these matters shall be unrestricted. Likewise, there shall be no ham radio transmission equipment or other electronic transmission equipment operated or permitted to be operated on the subject property without the prior written approval of the ARB. Any such approval granted by the ARB may be withdrawn and terminated if it is determined by the ARB that said approval is resulting in an unnecessary or unreasonable interference with the rights of the subdivision in general or any individual lot owner within the subdivision.

18. HOMEOWNERS' ASSOCIATION: Midtown Oaks Homeowners' Association, hereinbefore and after referred to as the "Association," in which the owners of each lot participate having one vote per residential lot, and to which the owners of each lot shall be obligated, by ownership of said lot to be member thereof, and shall be obligated to pay an annual base assessment and any other special assessments that may be assessed by said Association or its governing body. This paragraph is intended to merely be a general description of the existence of said Association of the lot owners, their heirs and assigns, and their obligations with relation thereto. More specific and detailed terms, provisions, operating procedures, and assessment responsibilities relating to said Association are set out in separate documents which are identified as the "Articles of Incorporation of Midtown Oaks Homeowners' Association, Inc" and the "Bylaws of Midtown Oaks Homeowners' Association, Inc."

19. HOMEOWNERS' ASSOCIATION DUES: in addition to any other terms and provisions of The Articles of Incorporation and/or Bylaws of the Midtown Oaks Homeowners' Association, Inc, each lot owner shall be liable for a proportionate share of the expenses of the Association and particularly those which are incurred in the maintenance and repair of all common areas within the subdivision. The Association, through its Board will set the appropriate amount of said assessment and will establish the annual due date for same. Any assessment not paid within thirty (30) days after the due date shall bear interest the rate of ten percent (10%) per annum from the due date until the date when paid. All payments on said assessment shall be first applied to Interest and then to the assessment. The Association is hereby granted a lien upon each lot and its appurtenances and each member's Interest in the Association to secure the payment to the Association of any and all Assessments assessed and levied against the lot and all charges,

including interest and all reasonable attorneys' fees, including appellate attorneys' fees, court costs and other expenses, incurred by the Association in collecting or attempting to collect such Assessments.

20. AMENDMENTS: The declarant may amend this declaration of protective covenants at any time it has operational control as defined by the governing documents of the Association; thereafter, this declaration may be amended only by the affirmative vote or written consent of voting members representing seventy-five percent (75%) of the total votes of the Association. Any amendment must be recorded In the Office of the Judge of Probate of Autauga County, Alabama.

21. TERMS: Wherever the term "owner or "developer" or "declarant is used herein, it shall mean GOODWYN BUILDING CO., INC., Its successors and assigns.

22. BINDING EFFECT; INVALIDATION; WAIVER OF VIOLATION: These covenants and restrictions touch and benefit all of the land reflected on the above-referenced plat and shall run with the land and shall be binding upon the land, GOODWYN BUILDING CO., INC., all subsequent lot owners or land owners within subject plat area, their heirs, successors and assigns, the utilities referenced herein either specifically or generally, and their successors and assigns. Invalidation of any of the foregoing covenants and restrictions, or parts thereof, shall in no way affect any other provision contained herein nor uninvalidated portion thereof. The declarant reserves the right both for itself, its successors and assigns to change, alter, modify or amend these protective covenants, so long as the declarant, its successors and assigns, continue to have operational control of the Association. Declarant reserves the right to waive violation of these restrictions by written instrument upon the determination, in its sole discretion, that the violation waived does not adversely affect the value, utility or enjoyment of any other lot in said plat and does not constitute a hazard to anyone.

IN WITNESS WHEREOF, Declarant has caused this Instrument to be duly executed on this the _____ day of _____, 2016.