

DECLARATION OF PROTECTIVE COVENANTS  
CONDITIONS AND RESTRICTIONS FOR THE OAKS OF BUENA VISTA PLAT NO. 1

By adoption of this plat, The Oaks of Buena Vista, L. L. C., owner of all of the lots and land embraced herein, hereby grants to Alabama Power Company, South Central Bell Telephone Company and Alabama Gas Corporation, their successors and assigns, or other appropriate public or quasi-public utilities, the easements along and over all of the lots and property reflected hereon, 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.

By adoption of this plat, The Oaks of Buena Vista L. L. C., the owner of all of the lots and lands embraced herein, hereby adopts the following protective covenants and imposes them upon the property comprising said plat and upon all portions therein. 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 (10) 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 of these protective covenants shall be by proceeding at law or in equity against the persons, 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 way affect any one of the other provisions or other portions thereof, which shall remain in full force and effect.

Any Covenant, Condition or Restriction set out herein shall be subject to any zoning requirement or governmental standard or requirements which shall be more restrictive, to the effect that no owner should interpret these covenants, conditions and restrictions to allow the owner to violate any such zoning requirement or governmental standard.

1. No lot shall be used except for single family residential purpose.
2. No buildings, or additions thereto, shall be erected, altered, placed, or permitted to remain on any lot herein other than one (1) detached single-family dwelling not to exceed two and one-half (2 1/2) stories in height. This covenant shall not be construed to prevent necessary outbuildings as hereinafter authorized and provided, nor prohibit a private garage for not more than two (2) automobiles so long as such meets the other requirements of the covenants, conditions and restrictions. No buildings or additions thereto, nor any fencing shall be erected, altered or placed on any lot until plans and specifications have been approved by the Architectural Review Board, as hereinafter detailed.
3. No residence shall be erected upon any lot within the subdivision unless the total heated and cooled square footage of the dwelling, exclusive of open porches, attached garages, or carports, is at least 1,200 square feet. Lots 1 -24, 74 - 77 and 103 - 107 shall have 1,600 square feet (heated & cooled). For the purpose of this paragraph, one-half (1/2) of the square

footage (up to a maximum of 200 square feet) of an attached and enclosed garage shall be considered in the minimum square footage for a dwelling provided, however, that garage doors are installed and the exterior finish of the attached garage is the same as that of the main residence. The garage walls and ceiling must be completely finished with sheetrock and a continuous wood base and garage door must be electrically operated with a remote. A carport under a roof which is attached to a dwelling shall not be considered as a garage for this purpose.

No dwelling shall be constructed in excess of two (2) stories in height, except that the area of the dwelling which is normally considered to be a basement or the attic area can be used for additional living space so long as the normal roof line of a two (2) story dwelling is maintained (as viewed from the street directly in front of the lot), with the resulting dwelling being referred herein as a two and one-half (2 1/2) story dwelling.

4. Lots 1 - 24, 74 - 77 and 103 - 107: 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 setback lines shown on this recorded plat. No building shall be located nearer than eight (8) feet and six (6) feet on other side to an interior lot line, except that a five (5) foot minimum side yard shall be permitted for a garage or other accessory building located forty (40) feet or more from the minimum setback line. The rear yard of any residence on any interior lot shall not be less than thirty (30) feet. For the purposes of this covenant, eaves, steps, open porches and carports shall not be considered as a part of a residence or building.

4b. Lots 61 - 73, 78 - 102 and 108 - 118: No building shall be located on any lot nearer to the front lot line or the side street line than the minimum building setback lines shown on the recorded plat, or to any interior lot line than as permitted by The City of Prattville Zoning Regulation for R-5 Patio Garden Home District as of the recording date of this plat. Side yards shall not be less than five (5) feet. The rear yard of any residence on any interior lot shall not be less than fifteen (15) feet.

5. Lots 1 - 24, 74 - 77 and 103 - 107: No dwelling shall be erected or placed on any lot having a width less than seventy-five (75) feet at the minimum setback line, except that dwellings may be erected on any lot as originally platted. The lots shown on this plat may be further modified for the purpose of increasing the size of any lot; 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 reduced so as to reduce its size at the minimum setback line to less than seventy-five (75) feet of frontage on said line. In the event of any resubdivision of any lot showed on this map, the tract so constituted shall be considered as, and referred to, as one for the purpose of these covenants and these covenants shall apply the same as if said tract had been platted as on lot on this plat.

5b. Lots 61 - 73, 78 - 102 and 108 - 111: No dwelling shall be erected or placed on any lot having a width of less than forty-five (45) feet at the minimum set back line, except that dwellings may be erected on any lot as originally platted. 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 five (5) feet to any part of any dwelling, exclusive of overhang, and provided that no lot shall be reduced so as to reduce its size at the minimum setback line to less than forty-five (45) feet. 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 shall apply the same as if said tract has

been platted as one lot on this plat. Should the owner of two (2) adjacent lots desire to build and maintain a dwelling on both lots, then the side lot restrictions shall apply only to the extreme side lines of the combined lots.

6. All construction once begun must be pursued to completion with due diligence. Exposed metal chimneys of pre-fabricated fireplaces are prohibited on the front or side of houses. Fences are to be constructed of chain link, brick or fence grade wood. Chain link fences must not exceed four (4) feet in height and have no barbed wire. Roof pitch minimum is to be seven (7) to twelve (12) feet. No exposed concrete block on any front elevation is permitted. All driveway designs must accommodate parking for a minimum of two (2) vehicles.

7. Easements for installation and maintenance of utilities, and private drainage and access are reserved as shown on this plat. The easement area of each lot and all improvements within the easement areas shall be maintained continuously by the owner of the respective lot, except for those improvements for which a public authority or utility company is responsible. No object or improvement may be placed or constructed, either partially or wholly, and no lot owner shall otherwise do anything within the area of a drainage easement if it prevents, impairs or diverts, in any way, the free flow of water in or through said drainage easement. No fences will be allowed within a drainage easement shown on the plat.

8. No separate garages or outbuildings or auxiliary structures of any kind or nature, except garden or ornamental landscape structures, shall be erected or allowed to occupy any portion of 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. In no event are any metal outbuildings permitted on any lot. Detached storage building can not be visible from County Road No. 4 on lots 94 - 102. Detached storage building must be in keeping with main structure on lots 1 and 103.

9. 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.

10. No structure of a temporary character (trailer, tent, mobile home, motor home, basement, shack, garage, barn, other outbuilding or auxiliary structure) shall be used at any time as a residence, either temporarily or permanently.

11. No sign of any kind shall be displayed visible to the public view on any lot except one (1) professional sign of not more than one (1) 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 (5) square feet of advertising shall be allowed on any lot.

12. 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. No derrick or other structure designed for use in drilling of oil or natural gas shall be erected, maintained or permitted upon any lot.

13. 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 purposes, provided that they are kept in reasonable numbers (maximum of 3) and under reasonable conditions so not to create a nuisance and not to otherwise unreasonably disturb the neighbors or the neighborhood.

14. No fence, wall, hedge, or shrub planting which obstructs sight lines on elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within that triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the corner intersection of said street lines. The same sight line limitations shall apply on any lot within ten (10) feet 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.

15. No boat, boat trailer, house trailer, trailer, camper, motor home, or any similar items shall be stored on any lot, except and unless the same are kept, stored or placed to the rear of an imaginary line across said lot which is equal distance between the front and rear walls of the residence which is constructed on said lot.

16. Regardless of any provisions of these covenants, any lot within this plat may be used by the declarant or its successors and assigns as the site of a temporary lot/home sales center which may be of either permanent or temporary construction type until such time as the last lot within the plat is sold, but not thereafter.

17. The declarant may amend this declaration of protective covenants without any other approvals or consents until such time as the last lot within subject property has been sold. Thereafter, this declaration may be amended by the written consent of no less than sixty (60) percent of the owners of the lots within subject property, which amendment must be recorded in the Office of the Judge of Probate, Autauga County, Alabama, and which amendment must be approved by the Planning Commission of the City of Prattville, who may also, within its rules, procedures and guidelines, grant variances or exceptions thereto.

18. Whenever the term "owner" or "developer" or "declarant" is used herein, it shall include The Oaks of Buena Vista, L.L.C., its successors and assigns. These covenants and restrictions touch and benefit all of the land reflected on the above referenced plat and map and shall run with the land and shall be binding upon the land, The Oaks of Buena Vista, L.L.C., all subsequent lot owners or land owners within subject plat area, their 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 un-invalidated portion thereof. The declarant reserves the right, both for itself, its successors and assigns, to change, alter, modify, or amend these protective covenants in accordance with terms, provisions and requirements hereof until such time as the last lot within subject property is sold.

19. An Architectural Review Board shall be established. No building, fence, or other structure shall be erected, placed or altered upon any lot or plot in this subdivision until the building plans, specifications and plot plan showing the location of such building, fence, or other structure have been approved, in writing, as to conformity and harmony of external design with existing structures in the subdivision, and as to location of said building with respect to topography and finished ground elevation and as to compliance with all other requirements of these protective covenants, by an Architectural Review Board (sometimes referred to in these covenants, conditions and restrictions as the "ARB"), as designated by the

developer or by a representative designated by the members of said Board. In the event of the death or resignation of any member of said Board, the remaining member shall have full authority to appoint a successor member and to approve or disapprove the respective designs and locations submitted or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove submitted plans, designs and locations within fourteen (14) days after said plans, designs and specifications have been submitted to it, then approval will be presumed to have been granted. If such plans and specifications are disapproved, written notice of such disapproval shall be given to the submitting lot owner, or the lot owner's agent, in person or by U.S. Mail, postage prepaid. Neither the members of the board, nor their designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such board, and of its designated representative, shall cease and terminate after the sale of the last lot in the last plat of The Oaks of Buena Vista. Thereafter, the approval described in this covenant shall not be required unless, prior to said termination date, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision, and duly recorded, appointing an Architectural Review Board who shall thereafter exercise the same powers herein granted to the Architectural Review Board for an additional twenty (20) years. Plans and specifications (one set) must be submitted to The Oaks of Buena Vista Architectural Review Board at 550 Clay Street, Montgomery, Alabama 36104, or at other locations as the developer may direct.

Approval of any plans or specifications by the Architectural Review Board, or the setting of any requirement for approval, shall not and does not constitute any representation or guaranty of safety or architectural integrity, which instead, shall be the sole responsibility of each lot owner. The members of the Architectural Review Board or those acting on their behalf shall not be liable for any mistake of judgment, negligent or otherwise, with regard to their actions on behalf of the Architectural Review Board. The party, entity, or individual submitting the plans or items to the Architectural Review Board for review and/or approval agrees to hold the Architectural Review Board and each member thereof free and harmless against any and all liability to them or others on account of any act or decision by the Architectural Review Board or its members. The foregoing shall not be exclusive of any rights to which the Architectural Review Board or any of its individual members may be entitled.

20. Satellite antenna discs and any and all other transmitting or receiving antenna type devices with the subdivision or on the exterior of any house within the subdivision may be approved as to need, size, locations, required screening, and any other respect 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 subject property without the prior 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 with the subdivision.

21. Mailboxes: The design of all mailboxes must be approved by the ARB and said ARB will establish a common design and required location for all mailboxes, so long as compatible with the requirements of the United States Postal Service. The homeowner shall purchase from any approved supplier a standard mailbox of the common design and shall install and maintain said mailbox in appropriate condition and repair, with original color scheme being maintained thereon. Any damage or destruction to mailboxes, which cannot be adequately repaired, will result in the lot owner being required to purchase a replacement mailbox of the common design.

22. Waterfront Areas and Waterways: Any lot which shall abut any lake, stream, pond or other waterway shall be subject to the following covenants, conditions and restrictions-

- A. No pier, dock or other structure or obstruction shall be built or maintained upon any waterfront lot or into or upon any waterway on the property or adjacent thereto except with the specific written approval of the ARB. No device may be constructed or installed upon any lot which shall in any way alter the course of or natural boundaries of any waterway from the body of water except with the specific written approval of the ARB.
- B. All such lots shall be subject to a perpetual easement in favor of the Association over that portion of the lot designed on the face of the plat as "storm drainage overflow easement" including the right to submerge the portion of the lot included therein.
- C. The owner of each lot shall have the right at all times of ingress and egress to and from the water, and shall be responsible for the maintenance of the property between the side lot lines of his property to the waters edge.
- D. The owner of each lot abutting the waters edge shall release and discharge the Declarant, the Association, the County of Autauga ("County") and The City of Prattville, Alabama, a municipal corporation ("City"), from any and all claims now or hereafter existing or accruing in owner's favor against any such parties for debt and damage now or hereafter sustained by owner to owner or owner's family or to owner's property and property rights by reason of or account of the operation and maintenance of said lakes, except for any particular party's gross negligence or willful misconduct in failing to maintain the lakes.

23. The rear beautification easement adjacent to lots 83 - 93 prohibits any fencing and structures on this easement.

24. The existing oak trees in the front yard on lots 1 - 11, 103 - 107 and 73 - 77 if necessary to be replaced are at the expense of homeowner. If not replaced after thirty (30) day notice by the H.A., the H. A. has the right to replace and bill homeowner.

STATE OF ALABAMA                    )  
AUTAUGA COUNTY                    )

**SECOND AMENDMENT TO PLAT AND PLAT RESTRICTIONS**

WHEREAS, the Map of The Oaks of Buena Vista Plat No. 1 was recorded on January 26, 2007, in the Office of the Judge of Probate of Autauga County, Alabama, in Plat Book 2007, at Page 3; and

WHEREAS, the Corrective Map of The Oaks of Buena Vista Plat No. 1 was recorded on February 3, 2007, in the aforesaid Probate Office in Plat Book 2007, at Page 6; and

WHEREAS, the Map of The Oaks of Buena Vista Plat No. 1A was recorded on April 24, 2007, in the aforesaid Probate Office in Plat Book 2007, at Page 15;

WHEREAS, Amendment to Plat and Plat Restrictions were recorded in the aforesaid Probate Office on May 7, 2006, in Real Property Book 2007, at Page 4496; and

WHEREAS, Restriction No. 6 reads as follows:

“All construction once begun must be pursued to completion with due diligence. Exposed metal chimneys of pre-fabricated fireplaces are prohibited on the front or side of houses. Fences are to be constructed of chain link, brick or fence grade wood. Chain link fences must not exceed four (4) feet in height and have no barbed wire. Roof pitch minimum is to be six (6) to twelve (12) feet. No exposed concrete block on any front elevation is permitted. All driveway designs must accommodate parking for a minimum of two (2) vehicles.”

WHEREAS, now it has been determined that Restriction No. 6 contains inconsistencies and therefore is amended to read as follows:

“All construction once begun must be pursued to completion with due diligence. Exposed metal chimneys of pre-fabricated fireplaces are prohibited on the front or side of houses. Fences are to be constructed of black chain link, brick or fence grade wood. Chain link fences must not exceed four (4) feet in height and have no barbed wire. All fencing must be behind building front setback line, and fencing from the side of the house to the property line must be wood or brick. Roof pitch minimum is to be six (6) to twelve (12) feet. No exposed concrete block on any front elevation is permitted. All driveway designs must accommodate parking for a minimum of two (2) vehicles.”

NOW, THEREFORE, in furtherance of the foregoing recitals, the owners of all lots in said plat, the Developer, and the respective Autauga County and City of Prattville agencies consent to the amendment of Restriction No. 6 as set forth above.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

THE OAKS OF BUENA VISTA, LLC

BY: \_\_\_\_\_  
William P. Parker  
As its Manager

MILTON STRICKLAND BUILDERS, INC.

BY: \_\_\_\_\_  
As its President

REM, LLC

BY: \_\_\_\_\_  
William P. Parker  
As its Manager

LANDWARD PROPERTIES, LLP

BY: \_\_\_\_\_  
As its Managing Partner

MANNING & FELIO, INC.

BY: \_\_\_\_\_  
As its President

LARRY SMITH ARCHITECT/BUILDER, INC.

BY: \_\_\_\_\_  
As its President

PARKER-PRESCOTT BUILDERS, INC.

BY: \_\_\_\_\_  
John C. Parker  
As its \_\_\_\_\_

\_\_\_\_\_  
City Engineer, City of Prattville, Alabama

\_\_\_\_\_  
County Engineer, Autauga County, Alabama

\_\_\_\_\_  
Director of Planning and Development  
of the City of Prattville, Alabama

\_\_\_\_\_  
Kevin R. Wallace

\_\_\_\_\_  
Jennifer A. Wallace  
Owners of Lot 84

\_\_\_\_\_  
Chad Daniel – Owner of Lot 81

\_\_\_\_\_  
Wade J. Rawlinson

\_\_\_\_\_  
Nicole Williams  
Owners of Lot 82

\_\_\_\_\_  
Robert Rucker

\_\_\_\_\_  
Taquilla Rucker  
Owners of Lot 83

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Izak L. Van Der Merwe

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Lana F. Van Der Merwe  
Owners of Lot 118

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Shelley Barnes  
Owner of Lot 13

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Jo Ann W. Davis  
Owner of Lot 112

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Felicia Brooks  
Owner of Lot 105

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Kyle Biles

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Kim Biles  
Owners of Lot 96

THIS INSTRUMENT PREPARED BY:  
KARL B. BENKWITH, JR.  
BENKWITH & HEARD, P.C.  
ATTORNEYS AT LAW  
CARMICHAEL CENTER, SUITE 200  
4001 CARMICHAEL ROAD  
MONTGOMERY, AL 36106

**CLARIFICATIONS OF PARAGRAPH 23A OF THE  
DECLARATION OF PROTECTIVE COVENANTS FOR  
THE OAKS OF BUENA VISTA PLAT NO. 1**

Fencing on Lots 1-9 and 12-15 is to be a black chain, four (4) feet in height with minimum, three (3) foot wide gate in rear section. Fencing is to be fifteen (15) feet from rear lot line. Side yard section (visible from the street) returning to the house is to be a six (6) foot wood privacy fence. The fencing on lots 1 and 16 is to be approved by the Architectural Review Committee.

Privacy fencing ( Freedom Fencing, 6x6 Lattice Top Vinyl Panel, Mfg. # 73002117, Lowes' Stock # 37991) can be on the sides of the patio constructed by the builder within four (4) feet of each side.

Home Owners Association is to maintain the exterior of the fencing on County Road 4 at the rear lot line on lots 94-102.

\_\_\_\_\_  
Will P. Parker, Manager  
The Oaks of Buenva Vista

Purchase

\_\_\_\_\_  
Purchaser

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_