

# COPY

## RESTRICTIVE COVENANTS FOR OAK GLEN ESTATES

MISC 200 186  
Recorded In Above Book and Page  
10/23/2006 10:47:01 AM  
Luke Cooley  
Judge of Probate  
Houston County, Alabama

The following minimum restrictions are placed on each and every lot in the OAK GLEN ESTATES, a subdivision in Houston County, Alabama, a map of which is recorded in the office of the Judge of Probate of Houston County, Alabama, in Plat Book 10, Page 100.

1. All lots in the tract shall be known, described and used only as residential lots. Unless otherwise approved by the Architectural Control Committee, no structure, other than a single family dwelling, shall be erected, altered, placed or permitted to remain on any residential building lot other than a private detached garage or workshop of a similar construction as the main residence, or a barn as hereinafter provided. More than one lot may be used for the erection of one single family dwelling.
2. Unless otherwise approved by the Architectural Control Committee, and subject to the exceptions set forth below, no building shall be located on any residential building lot nearer than One Hundred Fifty feet (150') or deeper than Three Hundred feet (300') from the curb, nor nearer than Forty feet (40') to any side or back lot line, except that on Lot 6, Block A, where the site plan must be approved by the Architectural Control Committee. No detached building or structure shall be located nearer than Forty feet (40') to the side or back lot line. No fence shall come beyond the front of the house without prior approval of the Architectural Control Committee.

### EXCEPTIONS:

Specifically, with regard to Lot 1, Block B, no building shall be located nearer than 150 feet (150') from the curb or nearer than 40 feet (40') from the side or back lot line. A "no build" area shall exist 50 feet (50') on either side of the existing unnamed tributary located on Lot 1, Block B.

Specifically, with regard to Lots 2, 3, 4, Block B, no building shall be

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located on the east side of the unnamed tributary; no building shall located within 50 feet (50') of the west side of the unnamed tributary located on Lots 2, 3, 4, Block B, and no building shall be located nearer than 350 feet (350') from back lot line.

Specifically, with regard to Lot 6, Block A, no building shall be located nearer than Thirty feet (30') to the side or back lot line.

Specifically, with regard to Lots 6 and 12, Block B, all existing structures, shall be removed or brought into compliance with the subdivision restrictions contained herein within 12 months of the purchase of said lots from the subdivision developer.

3. Fences must be chain link or wood, or PVC plastic. No chicken wire or barb wire may be used. All night light poles will be of metal or fiberglass material and all electric lines will be installed underground. Antennas and satellite dishes shall not be visible from the street.
4. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which will damage or interfere with the installation and maintenance of utilities, or which may change the direction of a flow of drainage channels in the 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.
5. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of the residential lots except that one (1) horse per acre of fenced pasture area on each lot may be kept and small dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose or in any manner which will constitute a nuisance to any other owner, provided that no more than two (2) outside dogs are kept, and further provided that they are not allowed to go upon another owner's lot without permission of the other owner. Any horse barn constructed on a lot shall have a ridge line or

- gambrel design roof and shall be constructed of colored metal or wood products or materials similar to the residence on the lot, and shall have no galvanized or silver colored metal. The roof, however, may be constructed of Galvalum roofing or similar non-galvanized or silver colored roofing. Out buildings can be no closer to the street than the rear building line of the residence.
6. All of the property not covered by permanent improvements to-wit: house, garage, etc., must be landscaped and/or maintained (mowed) in a first class condition at least once per month. If necessary property owner must pay to have lot mowed to standard. The tree covered area of each lot may be maintained in a natural state as long as such natural state is maintained in a way that does not pose a health or other hazard or nuisance to the subdivision. All driveways and parking areas must be constructed of hard surface material such as concrete, paving stone, asphalt or a similar material. Dirt, gravel, or stone parking areas are not permitted in the subdivision, except that gravel driveways are permitted from the residence to a horse barn.
  7. No noxious or offensive trade or activity shall be carried on upon any residential lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No trailer trucks shall be parked on the road or property of subdivision. No junk vehicles may be parked in the subdivision.
  8. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on any residential lot, shall be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. All campers, RV's, and boats must be under a permanent structure of like material as the residence.
  9. No dwelling with a ground floor area of the main structure, exclusive of one story open porches and garages, of less than 1600 square feet of heated and cooled area with attached double garage or 1300 square feet of heated and cooled area with a detached double garage shall be permitted on any residential lot. Two-story structures must have a ground floor of not less than 1100 square feet of heated and cooled

space.

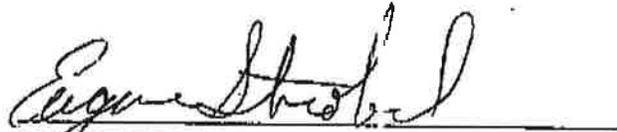
10. The covenants are to run with the land and shall be binding on all parties and all persons claiming under them.
11. If the parties hereto, or any of them or their heirs or assigns shall violate or attempt to violate any other covenants herein it shall be lawful for any of the other person or persons owning any real property situated in said development or subdivision or adjoining properties to prosecute, proceeding at law, or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from doing, to recover damages or their dues for such violations.
12. Once construction begins on a dwelling it must be completed within 12 months.
13. Invalidations of any of these covenants by judgement or court order shall in no wise affect any other provisions which shall remain in full force and effect.
14. All residences must be constructed so as to face the subdivision street in front of the lot. A residence must be constructed on the lot from the foundation up. No preconstructed residence can be moved onto a lot. A residence must have its front elevation constructed of 100% masonry (brick, stucco, stone, etc.), with the remaining construction of wood or vinyl siding.
15. Any proposed structures not adhering to these subdivision restrictions shall be submitted to an Architectural Control Committee consisting of at least three (3) members who are owners of lots in the subdivision elected to one year terms by a majority of the owners of the subdivision. Each lot in the subdivision shall have one vote in the election of such committee.
16. No lot shall be used as a dumping or storage ground for rubbish, trash, garbage, waste or any other material. Trash, garbage, or any other waste must be kept in sanitary containers and kept in a sanitary condition.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals effective as of the 17<sup>th</sup> day of October, 2000.

GRAYSTONE INVESTMENT, L.L.C.



BY: MELVIN STROBEL,  
MANAGING MEMBER



BY: EUGENE STROBEL,  
MEMBER



BY: RICHARD L. SAMSON, TRUSTEE  
THE RICHARD L. SAMSON  
REVOCABLE LIVING TRUST  
U/A/D 9-17-98;  
MEMBER

STATE OF ALABAMA

COUNTY OF HOUSTON

I, the undersigned Notary Public in and for said County and State,

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MSC 200 191

hereby certify that MELVIN STROBEL, whose name as Member in Graystone Investment, L.L.C., is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date, that being informed of the contents of said instrument, he as such Member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Dated this the 13<sup>th</sup> day of October, 2000.

[Signature]  
NOTARY PUBLIC  
My commission expires 8-15-01



STATE OF MISSOURI

COUNTY OF COLE

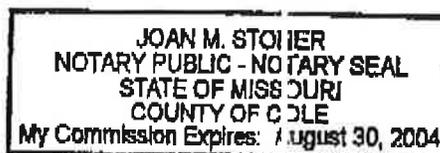
I, the undersigned Notary Public in and for said County and State, hereby certify that EUGENE STROBEL, whose name as Member in Graystone Investment, L.L.C., is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date, that being informed of the contents of said instrument, he as such Member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Dated this the 18<sup>th</sup> day of October, 2000.

Joan M. Storer  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_

STATE OF MISSOURI

COUNTY OF COLE



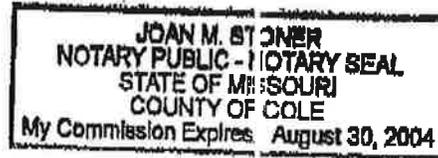
PISC 200 192

I, the undersigned Notary Public in and for said County and State, hereby certify that RICHARD L. SAMSON, whose name as Trustee of the Richard L. Samson Revocable Living Trust U/A/D 9-17-98, a Member in Graystone Investment, L.L.C., is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date, that being informed of the contents of said instrument, he as such Trustee and with full authority, executed the same on behalf of the Richard L. Samson Revocable Living Trust, voluntarily for and as the act of said limited liability company

Dated this the 17<sup>th</sup> day of October, 2000.

Joan M. Stoner  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_

WP9\GRAYSTONE (OAK GLEN RESTRICTIONS)



Recording Fee 29.00  
TOTAL 29.00