

307

RESTRICTIONS TO BE APPLICABLE TO  
THE OAKS PHASE III

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I

1. All lots on the recorded subdivision plat shall be subject to the provisions hereof.

2. Phillips Development Co., Inc., or its successors in interest as developer, shall be hereinafter called Phillips.

II

1. Phillips shall have full and final approval of architectural plans, landscape plans and site plans as follows:

a) All architectural plans must be submitted to Phillips for written approval. This includes original constructions and all subsequent alterations or additions.

b) A landscape plan in sufficient detail as to be acceptable to Phillips, in its sole discretion, shall be furnished Phillips before any site preparation is commenced.

10<sup>06</sup>  
c) A site plan, prepared by a licensed surveyor, showing existing contour elevations at 2 foot intervals, proposed contours, location of all trees over 6 inches in diameter, location of proposed improvements including dwelling, all driveways, patios, decks and any and all other structures and improvements shall be furnished Phillips in advance of any work.

No work of any nature may be commenced on the site until written approval has been given by Phillips. If such approval cannot be obtained, upon written request from owner, Phillips will buy-back this real property for the original sales price. Phillips may obtain injunctive relief to halt any attempted work commenced without approval, as it is agreed by acceptance of conveyance subject to these restrictions any unaccepted work may cause irreparable and permanent harm to the subdivision and property of others therein as well as Phillips.

All plans shall be submitted to Phillips no later than 30 days before anticipated start of site work.

III

1. All Builders and sub-contractors must be approved by Phillips. A written list of these must be submitted to Phillips no later than 30 days before anticipated commencement of any

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work. Phillips shall have the absolute right to refuse anyone, without cause or explanation, in its sole discretion, and no work may commence without such approval in writing as to all Builders and sub-contractors intended to be used.

## IV

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.

2. No carports shall be permitted. All garages shall be enclosed and shall be at least adequate to house two standardized American cars. All garage doors shall be operable. All vehicles on the premises must be kept totally enclosed and not visible from the street. No work may be done on any motor vehicle on the premises except in a totally-enclosed garage.

3. No temporary structures may be placed on the premises except necessary shelters used by builders during construction, and these must be removed upon completions of construction.

4. No trailers, boats, boat trailers, or motor homes may be kept upon the premises except in totally-enclosed garages.

5. No residence may be constructed unless it contains at least 1800 square feet of finished, heated and cooled, enclosed living area. 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 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]; provided any detached permitted outbuildings shall conform to city zoning setback regulations in force at the time of erection thereof.

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. An enclosure at least 36" in height shall be maintained, including a gate or door, for placement of all trash and garbage cans. 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 Phillips.

8. Only finished materials such as brick, stucco, painted siding and stained or painted wood shall be used for exterior surfaces of any structures.

9. All fences shall be a type and quality approved by Phillips 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 Phillips in advance.

10. No signs may be displayed to public view except one 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 Phillips.

11. The recorded plat designated utility and drainage easements. Owner shall maintain this area, but may place no obstruction which interferes with the use and maintenance of such easement.

12. No exterior antennas may be installed or maintained. No satellite receiver may be installed or maintained unless hidden from public view or enclosed in a manner approved in advance by Phillips.

13. No noxious or offensive activity may be maintained on the property. All domestic animals allowed shall be kept within an enclosed area or on a leash.

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

15. Only caged birds, domestic dogs and cats may be kept

on the premises. No other animals may be kept, and no animals shall be allowed off the premises of Owner's lot except on a leash.

16. Each lot shall be connected to public water and sewer before occupancy of any improvements.

PHILLIPS DEVELOPMENT CO., INC.

By Arlene V. Robbins  
Its Assistant Vice President

ATTEST:

Sam T. Seaford  
Its Asst. Secretary

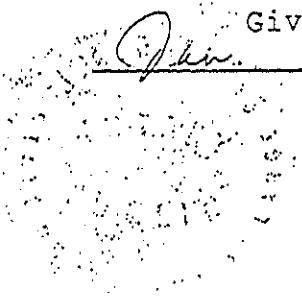
STATE OF ALABAMA

COLBERT COUNTY

I, the undersigned, a notary public in and for said county in said state, hereby certify that Arlene V. Robbins, whose name as Asst. Vice President of Phillips Development Co., Inc., a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, 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 seal on this the 25<sup>th</sup> day of June, 1989.

[Signature]  
Notary Public



STATE OF ALA. COLBERT CO.  
IDENTIFY THIS INSTRUMENT  
BY FILE NO.  
1989 JUN 27 AM 11:43  
RECORDED PAGE & PAGE SHOWN  
DEED \_\_\_\_\_ REC. FAX \_\_\_\_\_  
W. Forrest Overcash  
JUDGE OF PROBATE