

7/105 bk ALL
lot ALL

RLPY 2005 62498
Recorded In Above Book and Page
11/18/2005 02:04:35 PM
Dewey B. Mitchell
Probate Judge
Lauderdale County, AL
Recording Fee 23.00
TOTAL 23.00

**Protective Covenants
For
White Oak Village
(A Private Development)**

The undersigned, Gunter Development, Inc., is the owner of the property embraced in the subdivision shown on the map and plat prepared by Charles M. Thorp, a registered surveyor and known and designated as **WHITE OAK VILLAGE**, (a private development) located in Lauderdale County, Alabama, and shown on Plat Book 7, Page 105 in the Office of the Judge of Probate of Lauderdale County, Alabama. If there is a conflict between these Protective Covenants and the subdivision plat, the plat will override these covenants. The undersigned owner hereby imposes on all of the lots provided in said plat the following covenants and building restrictions:

1. APPROVAL OF ARCHITECTURAL CONTROL COMMITTEE:
The Architectural Control Committee will be composed of three members, and the initial members are Keith Gunter, Bryan Gunter and Patrick Sartain. No structure of any kind shall be built on said property until the plans and plot plan for same have been approved in writing by the "Architectural Control Committee" which approval shall be timely and shall not be reasonably withheld. A majority of the committee may designate a representative to act for it. Any vote on any questions presented to the Committee may be presented orally in any Committee meeting or in writing, whether or not such party may be present at such meeting. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor.

2. LAND USE AND BUILDING TYPE: No lot or part thereof shall be occupied, used or maintained except as a one family residential dwelling primarily devoted to and used as a residence. No lot may be subdivided without the written consent of the Architectural Control Committee. All commercial and multi-family buildings are expressly prohibited.

3. DWELLING QUALITY AND SIZE: A one-story dwelling must have a minimum heated area of 1,500 square feet. The minimum heated area of a two-story dwelling shall be 1,500 square feet with the minimum area for the first floor being 1,000 square feet and 500 square feet on the second floor. Porches, attached garages, breezeways and basements shall not be included in computing the above minimum heated area. The surface of the foundation of any structure must be fully covered with brick and the covering for the remainder of the outside surface must be approved by the Architectural Control Committee. All roofs must have a pitch line of at least 8/12 except for porches. All dwellings should have good quality workmanship and materials. All homes must be built either by the property owner or by a licensed Contractor to insure quality workmanship and protection for all residents.

4. GARAGES AND OUTBUILDINGS: All garages must be attached to the house and must have one or two doors.

23.00

5. **BUILDING LOCATION:** The Architectural Control Committee must approve in writing before construction both the structure(s) and the location of the structure(s) prior to construction. No building shall be located on any lot nearer than 40 feet from the front property line on $\frac{1}{4}$ acre lots and 60 feet on $\frac{1}{2}$ acre lots, nor no building shall be less than 50 feet on $\frac{1}{4}$ acre lots and 70 feet on $\frac{1}{2}$ acre lots from the front lot line. No building shall be located nearer than 2 feet to an interior side lot line. Eaves, steps and open porches shall not be considered in computing the setbacks. Where the phrase "lot line" is used herein the same shall be construed to mean the property ownership line if someone owns and builds upon 2 or more lots. An owner of two adjoining lots desiring to build one dwelling on the two lots may elect to treat both lots as one for the purposes of these restrictions.

6. **CONSTRUCTION:** The construction of any residence shall be completed within twelve months. No unfinished dwelling may be occupied.

7. **EASEMENTS:** Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved on the lots as shown on the recorded plat. The granting of this easement or right of access shall not prevent the use of the area by the owner for any permitted purpose except for buildings.

8. **NUISANCE:** Commercial trucks over one ton in size, motor homes, campers, commercial trailers or livestock hauling trailers are not to be parked on streets overnight, except where construction on houses is in process and construction vehicles are parked on lots or streets out of necessity. There shall be no construction or repair of motor vehicles, water craft, tractors or other mechanical devices, except that which can be done on a non-commercial nature. Parking and storage of automobiles, trucks, boats or other vehicles for more than 48 hours is prohibited, except within a garage located upon the property or in the rear portions of the parcel if screened from the street view and neighboring homes. Vehicles without all tires, in operating condition or not currently licensed will be considered non-operating vehicles and cannot be stored outside. Travel trailers and other recreational vehicles may be parked on the rear half of each lot but shall not be used as a residence and shall not be connected to any utilities. Any satellite dishes on any lot must be located at the rear of the residence. No exterior clotheslines are allowed unless located at the rear of the residence and the view of such clothesline is blocked by a fence.

9. **TEMPORARY STRUCTURE:** No structure of a temporary character, mobile home, house trailer, modular home, basement, tent, shack, garage, barn or outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No outbuilding shall be constructed prior to the commencement of the construction of the residence.

10. **ANIMAL CONTROL:** No animals, reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Any outside dogs must be kept in a fenced back yard or on a leash. No chronic barking dogs will be allowed in this subdivision. The main purpose and intention of this restriction is to maintain the quiet and peace of the subdivision and for the safety of children in the subdivision.

11. **GARDEN:** No lot may be used for agricultural purposes except that a private vegetable garden may be maintained on the rear one-third of each lot.

12. **FENCES:** No fences shall be placed on any lot except upon written approval of the Architectural Control Committee. There will be no chain link fences. Only fences from the rear corner of the house toward the rear of the lot will be allowed. All fence rows must be kept clean from weeds and brush. No fence will be constructed in any utility easement.

13. **BUSINESS OR TRADE:** No business or trade of any kind or other commercial enterprise or noxious or offensive activity shall be engaged in or carried on upon any of the lots with the exception of teaching the various arts, tutoring, an office not open to the public, or babysitting.

14. MAINTENANCE OF LOTS, LAWN AND GARBAGE DISPOSAL:

(a) The entire lot shall be maintained clean, neat, and free of undergrowth at all times. No lot shall be used or maintained as a dumping ground for rubbish or garbage. Trash, garbage or other waste shall not be kept except in sanitary containers and equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Burning garbage is prohibited except during construction of homes.

(b) All lots and all improvements located therein or thereon, shall be kept and maintained by the Owners thereof in good order and repair and free of all debris, including but not limited to, the sowing, sodding, and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of all buildings and other improvements, from the date of purchase of lot. Lots must be mowed and kept free of debris until construction of dwelling begins.

(c) Each lawn must be landscaped within one year of completion of the residence. No wood or other such items shall be dumped in any yard, but must be stacked neatly out of sight from the street.

(d) All swimming pools must be located at the rear of the residence and must be surrounded by a privacy/safety fence. Swimming pools are only allowed on Lots 26, 27, 28, 29 and 31.

15. **SIGNS:** No sign of any kind shall be displayed in public view on any lot, except one sign of not more than five (5) square feet advertising the property for sale or rent. This does not apply to the entrance signs.

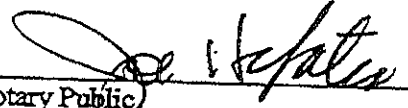
16. **DRIVEWAYS:** All driveways constructed on the lots shall be a minimum of ten (10) feet in width. Each residence must have either an asphalt, concrete or brick paved driveway.

17. **WATER AND SEWAGE SYSTEMS:** East Lauderdale County Water and Fire Authority water hook-ups are available on each lot. Septic tank systems must be approved by the Alabama Department of Public Health. No outdoor toilet shall be permitted on any lot except portable outdoor toilets are allowed during construction upon such lot.

STATE OF ALABAMA)
)
LAUDERDALE COUNTY)

I, the undersigned authority, a Notary Public in and for said County and in said State, hereby certify that **Keith Gunter**, whose name as **President of Gunter Development, Inc.**, is signed to the foregoing and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing, he, in his capacity as such officer, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this 18th day of November, 2005.


Notary Public
My commission expires: 5-27-08

THIS INSTRUMENT PREPARED BY:

Joe H. Yates
YATES & STANPHILL
102 South Court Street, Suite 506
Florence, AL 35630
(256) 764-7331

05-1257
protective covenants/White Oak Village

RLPY 2012 3392
Recorded In Above Book and Page
01/24/2012 02:58:01 PM
Dewey D. Mitchell
Probate Judge
Lauderdale County, AL

AMENDMENT

TO

Recording Fee 41.00
TOTAL 41.00

PROTECTIVE COVENANTS OF WHITE OAK VILLAGE

The undersigned, being three-fourths (3/4) of the owners of the lots encompassing that certain private subdivision development known as WHITE OAK VILLAGE, in Lauderdale County, as shown on Plat Book 7, Page 105, in the Office of the Judge of Probate of Lauderdale County, Alabama, do hereby ratify the following amendment to the Protective Covenants of White Oak Village pursuant to Paragraph 21 of said protective covenants dated November 18, 2005 and recorded on November 18, 2005 in RLPY 2005, Page 62498:

Paragraph 20 of the Protective Covenants of White Oak Village shall now read as follows in its entirety:

20. Roadway: The roadway in the subdivision which is White Oak Way is a private roadway and each lot owner owns and undivided 1/55th interest in this roadway. The Architectural Control Committee shall have the right and obligation to maintain the roadway of the subdivision. Each lot owner agrees to pay 1/55th of any future repairs or improvements to the roadway as shall be necessary and/or determined by the Architectural Control Committee of the subdivision in their sole and absolute discretion.

Agreed to by the individual lot owners as indicated by their signatures attached as Exhibit "A", this and compiled this 3rd day of January, 2012 by said undersigned individual lot owners.

Signatures Attached Exhibit "A"

THIS INSTRUMENT PREPARED BY:

James Q. Stanphill, Jr.
Attorney at Law
102 South Court Street, Suite 532
Florence, AL 35630
(256) 764-1830
(256) 764-9840 Facsimile

EXHIBIT "A"

Brandi Angus Date: 3-1-11
Witness

Bobby Butler Date: 3-1-11
Owner, Lot No. 1, 2, 4, 9, 10, 17, 37, 38, 39, 41
44, 45, 46, 47, 49

Brandi Angus Date: 3-2-11
Witness

Chaei Kolverton Date: 3-2-11
Owner, Lot No. 27+28

Brandi Angus Date: 3-2-11
Witness

Shelton LaRue Date: 3-2-11
Owner, Lot No. 34, 36, 35

Brandi Angus Date: 3-7-11
Witness

Paul W. Austin Date: 3/7/11
Owner, Lot No. 25-26

Date: _____
Witness

Date: _____
Owner, Lot No. _____

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Owner, Lot No. _____

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Owner, Lot No. _____

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Witness

Date: _____
Owner, Lot No. _____

EXHIBIT "A"

RLPY 2012 3394

Doreen Angus Date: 3-1-11
Witness

Raymond Deane Balue Date: 3-1-11
Owner, Lot No. 29,30,31

Barbara Angus Date: 3/8/11
Witness

[Signature] Date: 3/8/11
Owner, Lot No. D-55

Barbara Angus Date: 3/8/11
Witness

Ingrid J. Inwald Date: 3/8/11
Owner, Lot No. 52-55

Witness Date: _____

Owner, Lot No. _____ Date: _____

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Owner, Lot No. _____ Date: _____

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Owner, Lot No. _____ Date: _____

EXHIBIT "A"

Rick Beane Date: 12/28/11
Witness

Charles M. ... Date: 12/28/11
Owner, Lot No. 3

Witness _____ Date: _____

Owner, Lot No. _____ Date: _____

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Owner, Lot No. _____ Date: _____

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Owner, Lot No. _____ Date: _____

EXHIBIT "A"

[Signature] Date: 3-1-11
Witness

Stephen Deal Balala Date: 3-1-11
Owner, Lot No. 29, 30, 31

[Signature] Date: 3/8/11
Witness

[Signature] Date: 3/8/11
Owner, Lot No. 22-23

[Signature] Date: 3/8/11
Witness

Tracie J. Mansel Date: 3/8/11
Owner, Lot No. 52-55

Daphne Fox Date: 12-20-11
Witness

James L. Butler Date: 12-20-11
Owner, Lot No. 20

Witness _____ Date: _____

Owner, Lot No. _____ Date: _____

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Owner, Lot No. _____ Date: _____

EXHIBIT "A"

Kathy Date: 8-22-11
Witness

MDG Date: 8-22-11
Owner, Lot No. 33+34

MDG Date: 8-22-11
Witness

Kathy Date: 8-22-11
Owner, Lot No. 33+34

____ Date: ____
Witness

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Owner, Lot No. ____

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Owner, Lot No. ____

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Owner, Lot No. ____

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Witness

____ Date: ____
Owner, Lot No. ____

EXHIBIT "A"

Diana Angus Date: 3-1-11
Witness

Raymond Deak Belue Date: 3-1-11
Owner, Lot No. 29,30,31

Frank Angus Date: 3/8/11
Witness

John Lull Date: 3/8/11
Owner, Lot No. 52-55

Frank Angus Date: 3/8/11
Witness

Tracie J. Inwood Date: 3/8/11
Owner, Lot No. 52-55

Imbra Lybette Date: 10/19/11
Witness

Raymond Deak Date: 10/14/11
Owner, Lot No. 16-13

Date: _____
Witness

Date: _____
Owner, Lot No. _____

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Owner, Lot No. _____

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Owner, Lot No. _____

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EXHIBIT "A"

Dagmar Angus Date: 3-1-11
Witness

Raymond Deval Belue Date: 3-1-11
Owner, Lot No. 29,30,31

Brandi Angus Date: 3/8/11
Witness

[Signature] Date: 3/8/11
Owner, Lot No. 52-55

Brandi Angus Date: 3/8/11
Witness

Inacia I. Inoué Date: 3/8/11
Owner, Lot No. 52-55

Andrea Sinto Date: 10/17/11
Witness

[Signature] Date: 10/17/11
Owner, Lot No. 14

Witness Date: _____

Owner, Lot No. _____ Date: _____

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EXHIBIT "A"

RLPY 2012 3400

Mandi Angus Date: 3-1-11
Witness

Bobby Butler Date: 3-1-11
Owner, Lot No. 1, 2, 4, 9, 10, 17, 37, 38, 39, 40
44, 45, 46, 47, 49

Mandi Angus Date: 3-2-11
Witness

Jane Holverson Date: 3-2-11
Owner, Lot No. 27+28

Mandi Angus Date: 3-2-11
Witness

Stella LeRue Date: 3-2-11
Owner, Lot No. 34, 35, 35
36 & 35

Mandi Angus Date: 3-7-11
Witness

Julie W. ... Date: 3/7/11
Owner, Lot No. 25-26

Date: _____
Witness

[Signature] Date: 11/7/11
Owner, Lot No. Podalia Envy (adobe vnted)
41, 42 43 48

Date: _____
Witness

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Owner, Lot No. _____

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Owner, Lot No. _____

EXHIBIT "A"

[Signature] Date: 1-3-2012
Witness

[Signature] Date: 1-3-2012
Witness

AS TO LAND BANK INTERNATIONAL INC
PRED. YANKER CEO
[Signature] Date: 1-3-2012
Owner, Lot No. 50

AS TO LAND BANK INTERNATIONAL INC
PRED. YANKER CEO
[Signature] Date: 1-3-2012
Owner, Lot No. 51

Date: _____
Witness

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Owner, Lot No. _____

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Owner, Lot No. _____

EXHIBIT "A"

RLPY 2012 3402

[Signature] Date: 3-1-11
Witness

[Signature] Date: 3/8/11
Witness

[Signature] Date: 3/8/11
Witness

[Signature] Date: 3/26/11
Witness

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[Signature] Date: 3-1-11
Owner, Lot No. 27, 30, 31

[Signature] Date: 3/8/11
Owner, Lot No. 2-15

[Signature] Date: 3/8/11
Owner, Lot No. 52-55

[Signature] Date: 3/26/11
Owner, Lot No. 5

Owner, Lot No. _____ Date: _____

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