

FICHE 93-214 FRAME 54

STATE OF ALABAMA

LAUDERDALE COUNTY

10899

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being all the owners of and all parties having any right, title or interest in that certain subdivision shown and designated on the map or plat prepared by Wiginton & Sons known and designated as Lots 6 through 21, Wildwood-On-Cypress according to the plat thereof as recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 6, Page 92, hereby impose upon all of the lots of the aforesaid subdivision, according to the plat thereof, the following covenants and restrictions:

1. The purpose of the following covenants, restrictions easements and limitations is to enhance and preserve the beauty of Wildwood-On-Cypress Subdivision and its surroundings and to promote peace, harmony, and tranquility among the owners of the lots in Wildwood-On-Cypress Subdivision. Additionally, these covenants, restrictions, easements and limitations are established to enhance property value and to assure long-lasting quality in accordance with sensible and orderly development plans. To this end, a team of professional architects, engineers, land planners and landscape architects have joined together to plan and design Wildwood-On-Cypress Subdivision.

2. Wildwood-On-Cypress, Inc. will retain title to all of the above-described property which is not sold to owners of lots within the Subdivision. Any amenities provided by the Developer for said Subdivision, in the course of time, will be conveyed to the Wildwood-On-Cypress Homeowner's Association.

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3. The declarations, easements, restrictions, limitations and covenants of this instrument are binding upon any owners, purchaser, assignee, heir, representatives, or assigns, mortgagees, lessees, tenants, invitees, licensee, or otherwise, who or which may acquire or hold otherwise any interest in and to any part or parcel of the property herein described, and whether the same may be interest in the same to any appurtenances, or hereditaments and with whatever kind, character or nature thereon or therein to appertaining. It is further declared that no person may relieve himself or be exempt from any of the covenants, restrictions and limitations for failure or non-use of any of the covenants, restrictions and limitations for failure or non-use of any of any part or parcel of the property herein described or from occupying any part of the same.

4. Any lot in the Wildwood-On-Cypress Subdivision may be held and owned by one or more persons as joint tenants, tenants in common, tenants by the entirety or any other interest in real estate recognized under the laws of the State of Alabama.

5. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the provisions which shall remain in full force and effect at all times.

6. All lots in Wildwood-On-Cypress Subdivision shall be known and described as residential lots and are not to be resubdivided. No structure shall be erected, altered placed or permitted to remain on any residential building lot other than one single family dwelling not to exceed two and one-half stories in height and one private garage for not more than three cars. No dwelling shall be permitted having a ground floor area, exclusive

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of porches, terraces, basement, garages, of less than 2400 sq. ft. All two-story residences must have a ground floor area, exclusive of open porches, terraces, basement and garages of 1800 sq. ft. Storage room attached to said garage is permitted. All garages must have doors. No garage doors may face the street unless they have at least 20 feet floor service width. No open carports will be allowed without prior written Architectural Committee approval. All driveways must be of concrete. Only one driveway permitted. All animals and pets are governed by the City leash law and no animal or pet shall be allowed that constitutes an annoyance or nuisance in the neighborhood. All mail boxes must be of uniform size and shape and the design and location of the same must be approved by the Architectural Review Committee before installation.

7. No trailer, mobile home or out building shall at any time be used as a residence, temporarily or permanently. During the construction phase of any dwelling temporary structures may be permitted only with the express prior written consent of the Architectural Control Committee. All out buildings must be approved by the Architectural Committee. No metal buildings will be allowed. No recreational vehicles, boats, or trailers shall be stored on any lot that would be visible from the street or offensive to the neighborhood.

8. The easements shown in the plat of Wildwood-On-Cypress Subdivision are hereby adopted as a part of these restrictions and all lots in said Subdivision shall be subject to said easements. The Developer reserves unto itself, its successors and assigns, the right to grant, modify or eliminate unto others easements to

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install, maintain, repair and construct power, water, sewers and telephone lines and facilities and drainage ditches in, upon, over and under the area or any of the areas designated on said plat as "utility easement" or "drainage easement" areas with full rights of ingress and egress to and from said areas adjoining property. The roads in Wildwood-On-Cypress Subdivision are the responsibility initially of the developer, but shall then transfer to the City of Florence.

9. All building setbacks, including back and side yard setbacks, and minimum square footage shall be governed by the recorded plat of the Subdivision. If person purchases 2 or more lots as a single building site, the Developer has the right to eliminate the interior side lot setbacks or easements.

10. A five foot utility easement is reserved along the rear and side of all lots in this Subdivision and a ten foot utility easement is reserved along all front lot lines.

11. No signs, except commercial "For Sale" or political signs may be erected for any purpose without the written permission of the Developer or its assigns. The Developer is hereby given express permission to enter upon any lot and remove at the owner's expense any building, structure, or postings in violation of this instrument.

12. No outside clothes lines or other apparatus for the drying of clothes shall be permitted in Wildwood-On-Cypress Subdivision, unless it is obscured from view in a manner approved by the Architectural Committee.

13. No swimming pools, tennis courts, satellite dishes, television or radio antennas and flagpoles shall be installed

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without the prior written approval of the Architectural Committee.

14. No lot in Wildwood-On-Cypress Subdivision shall be used for any commercial, trade, business, mining or manufacturing purpose. However, this shall not apply to the Developer. Any home leased may be leased only for periods in excess of six months. Copies of all leases must be sent to the Developer in advance of execution for approval and must contain a clause that the leasee agrees to abide by all rules, regulations, covenants and restrictions of the Subdivision.

15. Each lot shall have landscape plan to be approved by the Architectural Committee. All lots shall be maintained and kept clean by the owner of each lot. No trash, junk, debris, garbage, litter or other noxious materials may be dumped or stored on any lot or other development property. Garbage cans must be kept out of sight from street.

16. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done or permitted thereon which may be or become an annoyance or a nuisance to the neighborhood.

17. All fences must be approved by the Architectural Committee. No fence shall be erected on any lot closer to the street than the building setback line as shown on recorded plat. In no event shall fences be built along the street or in such manner as to obstruct adjoining property owners' view.

18. No animals, livestock or poultry of any kind, other than household pets, shall be kept or maintained on part of said property. Dogs, cats and other household pets may be kept upon such property only if they are not: (a) kept, used or maintained

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for any commercial use or purpose; (b) kept or maintained in such a manner as, in the judgment of the Developer or its assigns, to create a nuisance.

19. No motorcycles, three-wheelers, all terrain vehicles or the like except for ingress and egress shall be allowed to operate within the Wildwood-On-Cypress Subdivision.

20. No major mechanical work shall be done on automobiles, boats, motors, trailers, etc. on the lot, except for emergency purposes.

21. Vegetable gardening shall be allowed only if properly screened from view in the opinion of the Architectural Committee.

22. No discharge of firearms shall be allowed in Wildwood-On-Cypress Subdivision, nor shall any hunting be allowed.

23. Wildwood-On-Cypress Subdivision shall be restricted for the exclusive use of the owners and their guests.

24. The Architectural Committee shall consist of the Developer. The Developer may appoint such other people to serve on the Committee as Developer, in its sole discretion, deems advisable. Said committee shall have full authority to approve all building plans, site location including front elevation, setbacks as shown on the recorded plat, drive entrance locations, fences, and any out buildings. Plans shall be submitted to the Developer for thirty (30) days, the plan will automatically be deemed approved. Additionally, any roof on a dwelling must be constructed with material equal to Elk240 Prestique II or tile, wood shingles, or architectural metals or other material, all of which must be approved by the Architectural Committee.

25. The Developer shall have the option at any time to

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resign from the Architectural Committee and shall appoint as the Architectural Committee three owners of lots of this Subdivision, with said Committee having the same authority and responsibility as the original Architectural Committee.

26. These covenants, restrictions, easements and limitations are to run continuously with the land and shall be binding on all parties and all persons automatically shall be extended for successive periods of ten years unless by vote of the majority of the then owners of the lots; it is agreed to change said covenants in whole and in part. However, it is the intention of the Developer to hereby reserve for itself and its successors, but not the Architectural Committee, the right to modify or amend or eliminate these restrictions in any way which would not be detrimental to the exclusive residential character of this Subdivision.

27. If any of the parties hereto or any lot owner or his heirs and assigns shall violate any of the covenants, restrictions, or limitations contained hereby before they expire, it shall be lawful for any other person owning any other lots in the Wildwood-On-Cypress Subdivision or the Developer to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, restriction or limitation and either prevent him or them from so doing or to recover damages or other dues for such violations.

28. No failure or neglect on the part of the Developer or its assigns to demand or insist on the observance of any provision, requirement, covenant, limitation, restriction or condition herein contained or referred to as to proceed for the

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restraint or violation or operate an estoppel to restrain a continuance thereunder; nor shall a waiver thereof, in any particular, be deemed a waiver of any default thereunder, requirement, covenant, limitation, restriction or condition may be enforced at any time, notwithstanding the fact that violations may have been suffered or permitted thereunder.

IN WITNESS WHEREOF, the said Wildwood-On-Cypress, Inc. by its President, David C. Mussleman, Jr., has hereto set its signature and seal on this the 26th day of April, 1993.

WILDWOOD-ON-CYPRESS, INC.

By: David C. Mussleman
David C. Mussleman, Jr.
Its President

SOUTHTRUST BANK OF THE QUAD CITIES

By: Sandra E. Quillen
Its Vice-President

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STATE OF ALABAMA
COUNTY OF LAUDERDALE

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I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that David C. Mussleman, Jr. whose name as President of Wildwood-On-Cypress, 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 official seal on this the 26 day of April, 1993.

Carolyn J. Gentry
Notary Public

STATE OF ALABAMA
COUNTY OF LAUDERDALE

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I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Sandra V. Quillen whose name as Vice President of SouthTrust Bank of the Quad Cities, 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 official seal on this the 26 day of April, 1993.

Laurie Vickery Sain
Notary Public

MY COMMISSION EXPIRES 6-25-95

W. Lee Adams
JUDGE OF PROBATE

MAY 11 3 49 PM '93

STATE OF ALABAMA
LAUDERDALE COUNTY
I CERTIFY THIS
INSTRUMENT FILED