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Daniel Rosser
Judge Of Probate
Colbert

WYNCHASE ARCHITECTURAL PROVISIONS

1. The purpose of the following covenants, conditions, and restrictions is to create an atmosphere of peace, harmony and tranquility among the owners and neighbors of **WynChase Subdivision, Phase II and any subsequent WynChase Phases developed unless specifically stated otherwise.** Additionally, by adhering to the covenants, conditions and restrictions, property values should be maintained and ultimately the quality of life of the residents of WynChase. To assure sensible and orderly development, a team of builders, engineers, and landscape architects have joined together to create WynChase, which is developed by Robert Eaton and shall be known herein as Eaton.

Recording Fee 26.00
Title 26.00

An **Architectural Control Committee (A.C.C.)** was formed to promote harmony of architectural design and to enhance the beauty of all phases of WynChase. All proposed building plans will have to be approved by the A.C.C. before construction commences.

2. WYNCHASE is a planned residential development in the City of Muscle Shoals, Alabama. The covenants and restrictions of this instrument shall run with the land and shall inure to the benefit of the WynChase Homeowner's Association, Inc., and the owner of any lot subject to this instrument, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this instrument is recorded. These provisions shall automatically extend for successive periods of twenty (20) years unless an instrument in writing signed by a majority of two-thirds (2/3) of the owners terminating or modifying these provisions has been recorded within the year preceding the commencement of each successive twenty year period.

3. **AMENDMENT:** Prior to the conveyance of undeveloped phases, Eaton may unilaterally amend this instrument in relation to the new phase or phases so long as the amendment has no material adverse affect upon any right of any owner of previously developed WynChase phases. Otherwise, this declaration may be amended by the affirmative vote or written consent, or any combination thereof, of voting members representing two-thirds (2/3) of the total votes of the WynChase Homeowner's Association, Inc. The percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to this instrument must be recorded in the Probate Office of Colbert County, Alabama.

If any owner consents to an amendment to this instrument, it will be conclusively presumed that such owner has the authority to so consent, and no contrary provision in any mortgage or contract between the owner and a third party will affect the validity of such amendment. It is, however, understood that any amendment must be signed by all parties in interest which includes any mortgage holders on subject property.

No amendment may remove, revoke or modify any right or privilege of Eaton without the written consent of Eaton or his assignee.

4. **EASEMENTS FOR UTILITIES:** Blanket easements are reserved upon, across, over and under all of the common areas unto Eaton and his designees, the WynChase Homeowners' Association, Inc., and its designees, the City of Muscle Shoals, Alabama, and any utility department in the City of Muscle Shoals,

Alabama, and, to the extent shown on any plat, over the property for ingress, egress, installation, replacing, repairing, and maintaining cable television systems, security, and similar systems, and all utilities, including but not limited to, water, irrigation, water supply systems, sewers, meter boxes, telephone, gas and electricity.

5. SEVERABILITY: If any of the covenants, conditions, or restrictions shall be found to be unenforceable by judgment or court order, this shall in no way affect any other provision hereunder which shall remain in full force and effect.

6. WYNCHASE shall be restricted for the exclusive use of the owners of any lot in any phase of WynChase and their guests. Mineral and air rights shall be addressed by the WynChase Homeowners' Association, Inc. should the need arise.

7. USE OF THE WORDS "WYNCHASE": No one shall use the words WynChase or any derivative thereof in any printed or promotional material without prior written consent of Eaton; however, owners may use the term WynChase in printed or promotional material where such term is used solely to specify that particular property is located within WynChase.

8. ARCHITECTURAL CONTROL COMMITTEE. The A.C.C. shall consist of Eaton. Said committee shall have full authority to approve all building plans, site location, including front elevation, set backs as shown on the recorded plat, variances, drive entrance locations, fences, landscaping and any out buildings. Plans shall be submitted to the committee for approval and in the event that the committee does not provide review within twenty-one days, the plans will automatically be deemed approved. Eaton shall have the option at any time to resign from the A.C.C. and shall appoint as the A.C.C. three owners of lots of this subdivision which shall have the same authority as the original committee. Subsequent members shall be appointed by the WynChase Homeowners' Association Board of Directors.

9. IF any of the parties hereto or any lot owner or his heirs and assigns violate any of the covenants, conditions, restrictions or limitations contained herein before they expire, Eaton or any other person or entity, including the WynChase Homeowners' Association, Inc., owning another lot in said subdivision may proceed at law or in equity to prevent such violation or recover damages due to such violation. All legal fees, including attorney's fees, shall be paid by the person in violation. Owner agrees by acceptance of this conveyance to abide by all covenants, conditions, restrictions or limitations pertaining to **WynChase Subdivision, Phase II and all subsequent WynChase Phases developed unless specifically stated otherwise.**

10. FAILURE or neglect on the part of Eaton, the WynChase Homeowners Association, or any other owner to demand the observance of any provision, requirement, covenant, limitation, restriction or condition herein contained shall not be deemed waiver of such violation. A violation may be addressed at any time.

11. NO lot may be subdivided or its boundary lines changed except with the prior written consent of the WynChase Homeowners' Board of Directors. Eaton expressly reserves unto himself the right to re-plat any property which he owns prior to conveyance. Any such division, boundary line change, or re-platting shall not be in violation of the applicable subdivision and zoning regulations.

WYNCHASE ARCHITECTURAL SPECIFICATIONS

1. **BUILDING DESIGN:** It is intended that a basic harmony of architecture, consistent with the purpose of this article, will prevail among the buildings so that no building will detract from the attractiveness of the overall environment.

The architectural character of each proposed building or structure will be in character with the overall theme of **WynChase Subdivision, Phase II and all subsequent WynChase Phases developed unless specifically stated otherwise.** To ensure this compliance, the Architectural Control Committee (A.C.C.) will review all proposed building plans, additions, and fencing.

Colors, materials, finishes, and building forms should be sensitively integrated with the particular landscape and topographical character of each site. Colors shall blend with surrounding properties.

The site dimensions must be adequate to accommodate the proposed improvements, including the house, out buildings, parking, drives and screening.

Finished grades and elevations must be compatible with the neighboring sites, particularly with regard to drainage and view.

Within the scope of the approved design styles, each residence will be well designed with respect to the following criteria:

- A. All parking lots, driveways, and walks will be surfaced with exposed aggregate concrete or other approved material. Curbs are to be cut to butt driveways.
- B. Exposed concrete blocks, metal panels, simulated brick, stone, or siding will not be allowed. Homes shall be constructed with at least 75% brick on the exterior. Other exterior material choices will have to be approved by the A.C.C..
- C. Landscaping: All homes are to be landscaped as soon as possible after construction. All front and side yards are to be completely sodded as a minimum. Each site shall have at least 2 trees. Shrubs, trees and flower beds should be designed to enhance the beauty of the home. The A.C.C. reserves the right to govern landscaping design.
- D. Complete guttering, including downspouts, will be installed on all houses. Roofing material will be a minimum of a Dimensional 4 or thicker architectural type shingle. No 3 tab asphalt roofing products. Metal roofs are allowed for **accent only**, and no more than twenty (20) percent of the roof shall be metal.
- E. The proportions of roofs will be consistent with the proposed architectural style. Flat roofs are not permitted. The main roof of the dwelling will have a pitch of not less than seven (7) to twelve (12) unless approved in writing by the A.C.C. Heating/air conditioning and plumbing vents and all other roof-mounted objects will not penetrate the roof on the road-side of the building unless determined to be absolutely necessary by the A.C.C.
- F. Once commenced, construction will be diligently pursued to the end and it may not be left in a partly finished condition any longer than reasonably necessary. Eight months should be the maximum construction period.

2. **SQUARE FOOTAGE:** Each building site shall have a minimum square footage building requirement for a one story home of **1800** square feet. Multi-level homes shall have a minimum of **2000** square feet. Minimum square footage refers to finished heated living space. Minimum square footage excludes garages, porches and storage areas.

3. **GARAGES:** Each residence must have a private, fully enclosed, double garage as a minimum for automobile storage. The interior walls of all garages must be finished (taped, mudded, bedded and painted) like other rooms in the dwelling. No garage shall be enclosed for living purposes or used for purposes other than storage of automobiles and related normal use. Houses with garage doors facing the street shall be required to utilize motorized garage door openers. Garage doors must be kept closed at all times except during ingress and egress.

4. **STORAGE:** Storage of boats, jet skis, 4 wheelers, campers, motor homes, trailers, work trailers, and the like shall be permitted provided they are stored in an enclosed garage large enough to accommodate the item. They shall not be parked on the street side of the residence.

5. **SETBACK LINES:** No building shall be built closer than 25 feet to the front lot line, 30 feet to the rear lot line, and 10 feet to any side lot line except corner lots where a minimum of 25 feet from the side street line must be maintained as to any structure. Any detached outbuildings that have been approved by the A.C.C. shall conform to city zoning setback regulations in force at the time of construction.

6. **LIGHTING:** All outdoor lighting shall be directed so as to avoid glare and excessive light spillage on adjacent property and fronting streets. Seasonal lighting (such as Christmas lights) shall be removed shortly after the holiday.

7. **FENCES:** All fences and fencing material must be approved by the A.C.C. and will be of like kind. Wood fences will be of a shadow box design that will look the same from both sides. The fence must be kept in a state of good repair. No fence shall be erected on any lot closer to the street than 50' from the front property line and 25 feet from the side property line if it is a corner lot. In no event shall fences be built along the street or in such a manner as to obstruct adjoining property owners' view. No chain link fences shall be allowed. Each fence shall have a gate. The height of the fence shall not exceed six feet.

8. **SCREENING:** Trash containers, above-ground tanks and maintenance facilities will either be housed in closed buildings or otherwise completely screened from public view. Such screening normally includes landscaping or permanent fences of solid materials and located as far from property lines as reasonably possible.

9. **ANIMALS AND PETS:** No animals of any kind except cats, dogs and other similar and usual household pets may be kept on any lot. Notwithstanding the foregoing, no such pet may be kept, bred or maintained for any commercial purpose. All pets must be kept confined at all times when not being held or leashed and all owners of pets shall be held strictly responsible to immediately collect and properly dispose of the waste and litter of their respective pets. Pets are not to be a nuisance to the neighborhood (i.e., constant barking, fighting, etc.).

10. **NUISANCE AND HAZARDOUS SUBSTANCES:** No lot shall be used, in whole or in part, for the storage of any property or thing that will cause such lot to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any hazardous substance, thing, or material be kept upon any lot that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property.

11. **UNSIGHTLY OR UNKEMPT CONDITIONS:** It shall be the responsibility of each owner to prevent the development of any unclean, unhealthy, unsightly or unkempt condition on his or her property. The pursuit of hobbies or other activities, including specifically, but not limited to, the assembly and disassembly of motor vehicles and other mechanical devices, cabinetry and wood working which might cause noisy, disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken outside on any part of the property. Inside an enclosed garage is permissible.

12. **APPEARANCE:** Property owners will keep the outside of all structures on their lots maintained in an attractive and orderly state at all times. The landscaping shall be maintained in a neat and trim condition at all times.

13. **ANTENNAS:** No exterior antenna, aerials, large satellite dishes, or other apparatus for the transmission of television, radio or other signals of any kind shall be placed, allowed or maintained upon any portion of the property without the prior written consent of the A.C.C. Satellite dishes (24") will be in the rear yard and screened from view.

14. **CLOTHESLINES.** No clotheslines or apparatus for hanging or drying of clothes or quilts etc... will be allowed in the neighborhood if they can be seen from the street.

15. **GUNS:** The discharge of firearms within the property is prohibited. The term "firearms" includes B-B guns, pellet guns, firearms of all types, regardless of size.

16. **AIR CONDITIONING UNITS:** Except as may be permitted because of hardship, no window air conditioning units may be installed in any residence, unless approved by the A.C.C.

17. **POOLS:** No above-ground pools shall be erected, constructed or installed on any property. Any "in-the-ground" pool shall be fenced with an approved material approved by the A.C.C. taking into consideration, among other things, appropriate child's safety standards, appearance and size.

18. **TRAILERS AND TEMPORARY STRUCTURES:** Except as may be permitted by the A.C.C. during initial construction of residence, no utility shed, shack, trailer or other structure of a temporary nature shall be placed upon any part of the property.

19. **DRAINAGE:** Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No person other than Eaton may obstruct or rechannel the drainage flows after location and installation of a drainage swale, storm sewer, or storm drain. Eaton hereby reserves a perpetual easement across the property for the purpose of altering drainage and water flow for corrective purposes.

20. **UTILITY LINES:** City power poles and phone lines will be installed throughout the subdivision overhead. All utility lines, including lines for electricity, cable television, telephones etc..., shall be installed underground when connected from the city poles to the residence or outbuilding. Exceptions may be required for temporary lines during construction and high voltage lines or entrance main lines if required by law or for safety purposes.

21. **SIGNS:** No signs may be displayed to public view except one identification sign not more than one square foot in size and one temporary real estate sign not more than five square feet in area. Political campaign signs are discouraged. This restriction shall not apply to Eaton until the subdivision has been built out.

22. **BUSINESS USE:** No trade or business may be conducted in or from any property except that an owner or occupant residing on property may conduct business activities within the home so long as: (A) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the home; (B) the business activity does not involve employees coming onto the property to work who do not reside on the property; (C) there is no door-to-door solicitation of residents of the property; (D) the business activity is consistent with the residential character of the property and does not constitute a nuisance, a hazardous or offensive use, or threaten the security or safety of other residents of the property, all as may be determined by the WynChase Homeowners' Association, Inc. No sign is allowed. The intent is to allow a personal undetectable home office that is not a nuisance to the neighborhood.

23. **ENERGY CONSERVATION EQUIPMENT:** No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the architectural design of a structure, as determined by the A.C.C.

24. **OUT BUILDINGS:** Garages, tool sheds and all other out buildings are to be approved by the A.C.C. and will be given the same architectural treatment and constructed of the same materials as the main structure. No metal buildings are allowed.

25. **MAILBOXES:** All mailboxes and stands are to be of like kind and shall satisfy applicable postal regulations and shall conform to specifications established by Eaton. Mailboxes and stands will be purchased by the property owner. If damaged, replacement of the same type will be the responsibility of the property owner. If postal regulations require, mailboxes may be grouped into one unit at one central location.

26. **PLAYGROUND EQUIPMENT:** Playground equipment, swings, slides, plastic houses, etc., will be placed in a location behind the rear building line and shielded from street view. No trampolines with high sides or batting cages will be allowed in the neighborhood. Basketball goals shall be of a permanent type and installed a minimum of sixty (60) feet from the street. No portable basketball posts are allowed.

27. **HANDICAPPED:** Ramping, walkways, railings, etc., for the handicapped will be built of suitable materials to conform to the overall house design, no pressure treated or plywood. The intent is for these improvements to blend in as much as possible with the architectural design.

28. PARKING: Off road parking space shall be provided for all vehicles of the property owner. Street parking for guests or parties would be allowed only for short periods of time. Unsightly or large work vehicles shall be parked off street and screened from street view.

29. TERRAIN VEHICLES: No dirt bikes, four-wheelers, go-carts, all terrain vehicles, golf carts, or the like, shall be allowed to operate within the neighborhood or the park area.

30. GARDENS: Vegetable gardening shall be allowed only if properly screened from view in the opinion of the A.C.C.

31. CONSTRUCTION: Each lot shall be connected to public water and sewer before occupancy of any improvements. During construction, job site shall be kept so as not to be a nuisance to adjoining neighbors. A dumpster for trash and a port-a-potty shall be installed onsite during construction. Mud and gravel shall be cleaned from the street.

32. STREET ACCESS: The perimeter lots of WynChase Subdivision adjoining Pepsi Drive, John Aldridge, Thompson Street, and Sixth Street are not to have driveways, alleys, or paths for vehicle access to these streets. All vehicle access is to be from WynChase Drive.

Executed this 15th Day of February, 2016.

WYNCHASE, LLC

by: Robert J. Eaton
Robert J. Eaton, Developer
Managing Member

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