

4496

STATE OF ALABAMA X
 LAUDERDALE COUNTY X

PROTECTIVE COVENANTS FOR CYPRESS FOREST

The undersigned individuals and their wives, being the owners of all the property embraced in the subdivision shown on the map and plat prepared by Bobby Wiginton, Registered Surveyor, known and designated as CYPRESS FOREST, a subdivision located in Lauderdale County, Alabama, and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 5, at page 65, hereby impose on all the lots provided in said plat the following covenants and building restrictions, which covenants are to run with the land and shall be binding on all parties and all persons claiming under them for twenty five years from the date of this instrument at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them or their heirs, successors or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceedings against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

1. All lots in the subdivision are for residential use only and not more than one residence shall be erected on any building lot.

2. No structure other than one-family dwellings and appurtenant garages and outbuildings shall be erected, placed or permitted to remain on any residential building lot or combination of lots not in keeping with such purposes, and one-family dwellings shall not exceed two and one-half stories in height, except as hereinafter provided and under no circumstances will any tent, shack, trailer, mobile home, basement or any other type similar structure be allowed or permitted to remain on said lot. No garage, barn or other outbuilding shall be erected or constructed without the first prior approval of the plans and specifications of said improvements by the Architectural Control Committee.

3. All dwellings constructed upon said property shall be of permanent residence type of good quality workmanship and any one-story dwelling shall have a square footage area of at least 1500 square feet and any two-story dwelling shall have a square footage area of at least 2,000 square feet, exclusive of basements, outbuildings, carports, garages, terraces, porches and the like.

4. The use of concrete block, composition or asphalt exterior siding, sheets, shingles, or asbestos siding on any building or structure is expressly prohibited, except where written approval is obtained from the Architectural Control Committee.

5. No business of any kind or trade, or other commercial enterprise or noxious or offensive activity, shall be engaged in or carried on upon any lot, or on said property, nor shall anything be done therefore which may be or become an annoyance, danger, or a nuisance to the neighborhood, including the discharge of guns, air or any kind.

6. No animals or livestock of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept bred or maintained for any commercial purpose. The owners may also keep horses and ponies and shall be allowed to erect stables and barns for the care and maintenance of same; provided, however, the erection of such barns and stables shall be subject to the control of the Architectural Control Committee; provided however, in the event, any owner elects to keep any horses or ponies there must be at least one (1) acre or the major fraction of an acre in pasture, for each of such animals so kept and maintained on the premises, and the barn or stable provided for horses and ponies must be at least twenty-five (25) feet from the nearest lot line. No owner shall keep or maintain any pet or animal that has vicious propensities, or that becomes a nuisance to the neighborhood.

7. The street frontage of all lots shall be maintained clean and neat at all times and no noxious or offensive condition shall be continued thereon or thereabouts. 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 all incinerators or other equipment and containers for the storage or disposal of such material shall be kept in a clean and sanitary condition. It is expressly required that during/and after the erection of any residence, all toilet and sewage facilities, as well as any other improvements or construction shall at all times meet the minimum health and sanitation specifications as required by the Public Health Authority of the municipal, county and state governments.

8. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot.

9. No sign of any kind shall be displayed in public view on any lot except one professionally prepared sign advertising the property for sale, or rent, or signs used by a builder or owner to advertise the property during the construction and sale thereof, except as approved by the Architectural Control Committee.

10. No building shall be located on any lot nearer than 30 feet to the front line, or nearer than 30 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, nothing in this covenant shall be construed to waive the requirement of covenant number six (6) that provides that each outbuilding used by either horses or ponies must be at least 25 feet from the nearest lot line.

11. Perpetual easements are reserved for drainage and utility installation and maintenance, as shown on said recorded plat.

12. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at point 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

13. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the hereinafter Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Paragraph 15 thereof.

14. The Architectural Control Committee is composed of Barry Hibbett, Ellis H. Coats, and R. Lonnie Flipppo. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then record owners of 85% of the lots shall have the power, through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

15. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

16. No interference whatsoever with any of the streams, branches or creeks shall be allowed and no person whatever may divert, alter, dam, pollute, or contaminate any stream, branch or creek that serves the property covered by these covenants and any material inference by any property owner of any stream, branch or creek or any attempt to divert, dam or pollute the same shall be subject to injunctive relief and damages.

IN WITNESS WHEREOF, the undersigned hereby adopt, ratify and confirm the foregoing by hereunto setting their hands and affixing their seals this 29th day of February, 1980.

Ellis H. Coats
Ellis H. Coats

Barbara B. Coats
Barbara B. Coats

Lester Hibbett
Lester Hibbett

Elaine W. Hibbett
Elaine W. Hibbett

Barry Hibbett
Barry Hibbett

Ann G. Hibbett
Ann G. Hibbett

R. Lonnie Flippo
R. Lonnie Flippo

Acknowledged in General Code Form by Ellis H. Coats and wife, Barbara B. Coats before Joe H. Yates, a Notary Public for Lauderdale County, Alabama. This the 10th day of March, 1980.

Acknowledged in General Code Form by Lester Hibbett and wife, Elaine W. Hibbett before Jeri Ann Wyatt, a Notary Public for Lauderdale County, Alabama. This February 29, 1980.

Acknowledged in General Code Form by Barry Hibbett and wife Ann G. Hibbett before Lisa A. Tirey Matheny, a Notary Public for Lauderdale County, Alabama. This the 7th day of March, 1980.

Acknowledged in General Code Form by R. Lonnie Flippo, an unmarried man before Joe H. Yates, a Notary Public for Lauderdale County, Alabama. This the 29th day of February, 1980.

Filed, March 11, 1980

Recorded, Book 1168, Pages 372-378