

WildWood Village

Recording Fee 11.00, TOTAL 11.00

1. Wildwood Village is a name given to a portion of Muscle Shoals Center Addition Number 2 , Lots 629-632, Lots 635-649, Lots 694-710 in the City of Muscle Shoals, Alabama. It is intended that a basic harmony of architecture will be consistent among the buildings so that no building will detract from the attractiveness of the overall environment. The purpose of this article is to ensure that this harmony exists. The covenants and restrictions of this declaration shall run with and bind the properties, and shall insure to the benefit of and shall be enforceable by the Developer or the owner of any properties subject to the declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then owners, has been recorded within the year proceeding the beginning of each successive period of ten (10) years agreeing to terminate the same, in which case this declaration shall be modified or terminated as specified herein. The provisions of the article shall run with and bind the land in perpetuity.
2. **AMENDMENT.** This declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of voting members representing sixty three percent (63%). There is one vote per lot. Any amendment must be recorded in the probate office for Colbert County, Alabama. The Developer expressly reserves the right to replat any property which he owns prior to conveyance. Any such division, boundary line change or replatting shall not be in violation of any applicable zoning regulations.
3. **EASEMENTS for utilities, etc.** There is hereby reserved unto the Developer, and his designees and to the city of Muscle Shoals, and any utility, 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, storm water, sewers, meter boxes, telephone, gas and electricity.
4. **IF ANY** of the parties hereto or any lot owner or his heirs and assigns shall violate any of the covenants, conditions, restrictions or limitations contained herein before they expire, it shall be lawful for any other person owning any other lot in WildWood Village or the Developer to prosecute any proceeding at law or in equity against the person or person violating or attempting to violate any such covenant, restriction or limitation and either prevent him or them from doing so or to recover damages or other dues for such violations. The person or persons in violation shall pay any such legal fees. Upon failure to pay upon demand, owner agrees, by acceptance of the conveyance, to pay all cost of collection, including reasonable attorney fees, incurred by said owners in enforcing this claim.
5. **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 no 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.
6. **NUISANCE AND HAZARDOUS SUBSTANCE.** 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 cause 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.
No noxious or offensive activities shall be carried on upon any property nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person adjacent to the property. There shall not be maintained any plants or animals or device or thing of any sort where the activities or existence of which in any way is noxious, dangerous, unsightly, unpleasant, or of a nature that may diminish or destroy the enjoyment of adjacent properties.
7. **SEVERABILITY.** If any of the covenants, conditions and restrictions shall be found to be unenforceable by judgment or court order, this shall in no way affect any other provisions, which shall remain in full force and effect.
8. **THE MINIMUM SIZE** of the houses permitted shall be 1300 Square Feet of heated space for a one level house. All houses shall be constructed with a minimum of 90% brick exterior. There shall be no exposed concrete block foundations. Exterior trim will be covered by Aluminum and Vinyl. Gutters are to be installed. Roof pitches are to be a minimum of 8/12 pitch.
9. **GARAGES.** Each residence must have a double enclosed garage as a minimum for automobile storage. No garage will be permitted to be enclosed for living space or used for purposes other than storage of automobiles and related normal use unless another garage is built on the premises. Garage doors must be kept closed at all times except during egress or ingress.
10. **FENCES.** All fences and fencing material must be approved by the Developer. No fence shall be erected on any lot closer to the front lot line than is equal to the front line of the house. The permitted fence must have the best finished side toward the public and to adjacent owners. The height of the fence shall not exceed six feet.
11. **STORAGE.** Storage of boats, campers, trailers, and the like on the property shall be permitted if they can be concealed in an enclosed garage. No outside storage of these type of vehicles.

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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. The intent is for an attractive appearance from all properties, especially street side.
13. **ANTENNAS.** No exterior antennas, 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. Eighteen inch satellite dishes (if used) will be in the rear yard and screened from view.
14. **CLOTHESLINES, GARBAGE CANS, TANKS, ETC.** All clotheslines, garbage cans, above-ground tanks, and other similar items shall be located or screened to be concealed from street view so as not to be a nuisance to adjoining neighbors. Clotheslines shall not exceed 4' square.
15. **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. Pets are not to be a nuisance to the neighborhood. (Constant barking, fighting, etc.)
16. **GUNS.** The discharge of firearms within property is prohibited. The term "Firearms" includes "B-B Guns and Pellet Guns, as well as firearms of all types, regardless of size.
17. **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 the developer may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Developer hereby reserves a perpetual easement across the property for the purpose of altering drainage and water flow for corrective purposes.
18. **SIGNAGE.** 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 will be discouraged. This restriction shall not apply to the developer until the subdivision has been built out.
19. **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 Developer.
20. **OUT BUILDINGS.** Garages, tool sheds and all other out buildings are to be approved by the Developer and shall have a similar appearance and use the same materials as the main dwelling.
21. **PLAYGROUND EQUIPMENT.** Playground equipment, swings, slides, monkey bars, Etc. will be placed in a location behind the rear building line and shielded from street view.
22. **HANDICAPPED.** Ramping, walkways, railings, etc., for the handicapped will be built of suitable materials to conform to the overall house design. The intent is for these improvements to blend in as much as possible with the architectural design.
23. **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 times. Unsightly or large work vehicles shall be parked off street and screened from street view.
24. **SETBACK LINES.** No building shall be built closer than 25 feet to the front lot line, 25 feet to the rear lot line, and 8 feet to any side lot line. Any detached outbuildings that have been approved shall conform to City Zoning Setback Regulation in force at the time of construction.
25. **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 taking into consideration, among other things, appropriate child's safety standards, appearance and size.
26. **TRAILERS AND TEMPORARY STRUCTURES.** No utility shed, shack, trailer, or other structure of a temporary nature shall be placed upon any part of the property. This shall not apply to developer while property or housing is under construction.
27. **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, or a hazardous or offensive use, or threaten the security or safety of other residents of the property. No signage is allowed. The intent is to allow a personal undetectable home office that is not a nuisance to the neighborhood.

Date:

3/26/10

Owner:

Robert J. Eaton