

STATE OF ALABAMA  
LAUDERDALE COUNTY

693

FICHE 93-495 FRAME 1

AMENDED PROTECTIVE COVENANTS FOR CYPRESS CHASE, LOTS 1-28

KNOW ALL MEN BY THESE PRESENTS, that are 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 Paxton Price & Rider known and designated as Cypress Chase, lots 1 thru 28, hereafter called the "subdivision", and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 6, on Page 142, previously recorded protective covenants recorded on Fiche 93-478, Frames 3-11 on the above records, hereby revoke the old covenants and 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 Cypress Chase Subdivision and its surroundings and to promote peace, harmony, and tranquility among the owners of the lots in this "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 Cypress Chase Development. The developer as referred to in the foregoing, is Cypress Chase Development, Inc. and Early A. Nelson Jr. and shall mean both whether referred to as "him" or "it".

MTG. \_\_\_\_\_  
DEED \_\_\_\_\_  
REC. 23.50

2. Placing of underground tanks, other than those required for sewer systems, will not be permitted.

3. The declarations, easements, restrictions, limitations and covenants of this instrument are binding upon any owners, purchasers, assignees, heirs, 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. 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 covenants, restrictions and limitations for failure or non-use of any part or parcel of the property herein described or from occupying any part of the same.

4. Any lot in the "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 judgement 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 the "subdivision" shall be known and described as residential lots, used for single family residential purposes 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. All dwellings must have a finished living area, exclusive of basements, outbuildings, carports, garages, terraces, porches and

the like, of at least 2400 square feet. All two-story dwellings must have a ground floor area exclusive of open porches, terraces, basement and garages and the like of 1500 square feet. All dwellings must have a carport or garage and the entrance to the carport or garage cannot face any street. No open carports will be allowed without prior written Architectural Control Committee (ACC) approval. All driveways of said subdivision shall be of hard surface, such as concrete, asphalt or brick. All animals and pets are governed by the City leash law and no animal or pet shall be allowed that constitutes any annoyance or nuisance in the neighborhood. All mail boxes must be of uniform size and shape and the design and location to the same must be approved by the (ACC) 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 (ACC). All out buildings must be approved by the (ACC). No metal buildings will be allowed. No recreational vehicles, boats, or trailer 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 the "subdivision" are hereby adopted as a part of these restrictions and all lots in said Subdivision shall be subject to said easements.

9. All building setbacks, including back and side yard setbacks, and minimum square footage shall be governed by the recorded plat of the Subdivision, these covenants or city codes with the city codes taking precedent. If a person purchases 2 or

more lots as a single building site, the Developer has the right to modify or eliminate the interior side lot setbacks or easements.

10. No building shall be located on any lot nearer than 10 feet to either side of lot lines. No building shall be located on any lot nearer than 30 feet from front property line. No building in said subdivision shall be located on any lot nearer the rear lot line than 20 feet.

11. No signs, except commercial "For Sale" or political signs may be erected for any purpose without the written permission of the (ACC). 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 the "subdivision", unless it is obscured from view in a manner approved by the (ACC).

13. No swimming pools, tennis courts, satellite dishes, television or radio antennas and flagpoles shall be installed without the prior written approval of the (ACC).

14. No lot in the "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 lessee agrees to abide by all rules, regulations, covenants and restrictions of the Subdivision.

15. Each lot shall have a landscape plan to be approved by the (ACC). 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. No trees greater than 8 inches in diameter may be cut or removed unless approved by (ACC) in writing unless if within 12 feet of a dwelling.

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 (ACC). No fence shall be erected on any lot closer to the street than the building setback line. In no event shall fences be built along the street or in such manner as to obstruct adjoining property owner's 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 for any commercial use or purpose; (b) kept or maintained in such a manner as, in the judgement 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 this "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 (ACC).

22. No discharge of firearms shall be allowed in this "subdivision", nor shall any hunting be allowed.

23. When the construction of any building is started, work thereon must be prosecuted diligently and must be completed within a reasonable length of time.

24. This "subdivision" shall be restricted for the exclusive use of the owners, lessees and their guests.

25. The (ACC) 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 along with fifty dollars (\$50.00) for an architectural review fee. Plans shall consist of a site plan showing the building location on the lot, as well as setback line and any easements, floor plan(s) showing overall building dimensions, and exterior elevations identifying all exterior materials. No structure of any kind shall be built on said property until the plans and plot plan for same have been approved by the "(ACC)", which approval shall not be unreasonably withheld. The exterior siding of all dwellings and accessory structures must be of natural woods, clay based brick, exterior insulation and finish system (EIFS), or

natural cut stone. The use of asbestos, composition or asphalt exterior siding is expressly prohibited. Further, the use of "permastone" or similar material is expressly prohibited. When concrete block is used for foundations, it must be covered with brick or plaster. 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 (ACC).

26. The Developer shall have the option at any time to appoint, or replace persons making up the (ACC) at it's sole discretion. Whenever, in the unanimous opinion of the members of the (ACC), no substantial damage will be done to anyone owning any parcel of land in the subdivision, it shall have full authority, anything in these protective Covenants to the contrary notwithstanding, to waive or allow any violation of these Covenants, whether such violation be present or prospective. Such waiver, to be effective, must be reduced in writing over the signature of each member of the committee, and acknowledged by each member of the committee, before a Notary Public.

27. These covenants, restrictions, easements and limitations are to run continuously with the land and shall be binding on all parties and all persons claiming under them for a period of 40 years from the date these Covenants are recorded, after which time said Covenants shall automatically extend for successive periods of ten years, unless the developer consents in writing and duly acknowledged and recorded at the judge of probate or after the Developer ceases to have any ownership in the "subdivision", an instrument in writing by three fourths

(3/4) of the lot owners may be executed as aforesaid, changing or abandoning said covenants and shall be recorded as aforesaid.

28. 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 this "subdivision" or the Developer to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenant, restriction or limitation and either prevent him or them from so doing or to recover damages or other dues for such violations.

29. No failure or neglect on the part of the Developer or (ACC) to demand or insist on the observance of any provision of these Protective Covenants shall be construed as a consent, waiver or an estoppel to enforce such violation. These Protective Covenants may be enforced at any time, notwithstanding the fact that violations may have been suffered or permitted thereunder.

The undersigned hereto set their signatures and seals on this the 14 day of October, 1993.

Early A. Nelson Jr.  
Early A. Nelson Jr. (Alex)

Cypress Chase Development, Inc.

By: Early A. Nelson Jr. (Alex)  
Its President

STATE OF ALABAMA

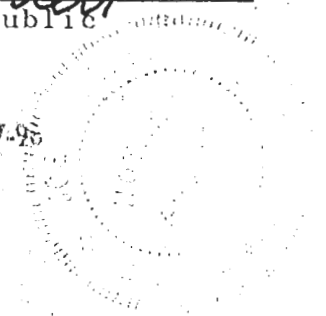
LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for the State and County aforesaid, hereby certify that Early A. Nelson Jr., whose name as President of Cypress Chase Development, is signed to the foregoing conveyance, 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 Cypress Chase Development.

Given under my hand and official seal this 14th day of October, 1993.

*[Signature]*  
\_\_\_\_\_  
Notary Public

MY COMMISSION EXPIRES 5-27-96



ACKNOWLEDGMENT FOR INDIVIDUAL

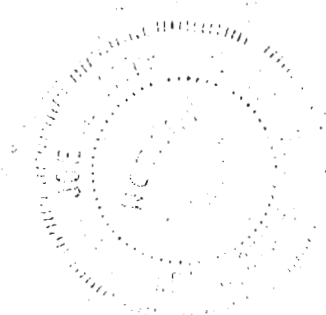
STATE OF ALABAMA

LAUDERDALE COUNTY

I, the undersigned authority, hereby certify that Early A. Nelson Jr., whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date. Given under my hand this 14th day of October, A. D. 1993.

*[Signature]*  
\_\_\_\_\_  
Notary Public

MY COMMISSION EXPIRES 5-27-96



STATE OF ALABAMA  
LAUDERDALE COUNTY  
NOTARY PUBLIC

OCT 14 8 56 AM '93

*[Signature]*  
JUDICIAL OFFICER