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Shelby Cnty Judge of Probate, AL
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THE STATE OF ALABAMA

COUNTY OF SHELBY

Oak Ridge Covenants

PART A. PREAMBLE

WHEREAS, FREDRICK B. BERREY, JR., AND HENRY T. HOLIFIELD ARE THE OWNERS OF THAT CERTAIN REAL ESTATE SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA AND KNOWN AS OAK RIDGE SUBDIVISION WHICH HAS BEEN DULY RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA, IN PLAT BOOK NO. 36 AT PAGE 133.

WHEREAS, IT IS DESIROUS THAT THE USE OF SAID PROPERTY BY THE PRESENT OWNERS, AS WELL AS ALL FUTURE OR SUBSEQUENT OWNERS BE RESTRICTED AS HEREINAFTER PROVIDED TO THE END THAT THE REASONABLE MARKET VALUE OF THE LOTS OF SAID PROPERTY BE NOT IMPAIRED BY REASON OF THE OPERATION OF COMMERCIAL ENTERPRISES THEREON, OR THE ERECTION OF UNSUITABLE STRUCTURES THEREON, OR ANY OTHER OFFENSIVE USE THEREOF:

NOW, THEREFORE, THE SAID FREDRICK B. BERREY, JR. AND HENRY T. HOLIFIELD, DO FOR THEMSELVES, THEIR HEIRS AND ASSIGNS, EXPRESSLY RESERVE THE EASEMENTS HEREINAFTER NAMED AND DO DESIGNATE THE FOLLOWING RESERVATIONS, AND DO HEREBY DECLARE THAT ALL OF SAID REAL ESTATE SHALL BE SUBJECT TO THE FOLLOWING EASEMENTS, CONDITIONS AND RESTRICTIONS, AND PROTECTIVE COVENANTS, TO-WIT:

PART B. AREA OF APPLICATION

B FULLY PROTECTED RESIDENTIAL AREA

THE RESIDENTIAL AREA COVENANTS IN PART "C" IN THEIR ENTIRETY SHALL APPLY TO THE ENTIRE SUBDIVISION.

THE ROAD INTO THE SUBDIVISION IS A PRIVATE ROAD AND WILL BE MAINTAINED BY THE LOT OWNERS OF THE SUBDIVISION. THE CITY OF VINCENT WILL NOT BE LIABLE FOR UPKEEP OF ROAD, MAINTENANCE, REPAIRS, OR RESPONSIBILITY OF ROAD. ALL LOT OWNERS WILL HAVE THE RIGHT OF INGRESS AND EGRESS ON THE PRIVATE ROAD.

ALL UTILITIES TO ALL RESIDENCES AND OUTBUILDINGS WILL BE UNDERGROUND. ALL LOT OWNERS WILL HAVE THE RIGHT TO CONNECT TO ALL UTILITIES THROUGHOUT THE SUBDIVISION.

PART C. RESIDENTIAL AREA COVENANTS

ANY COVENANT NOT SPECIFICALLY ADDRESSED BY THESE ARTICLES WILL BE FULLY ENFORCED BY THE TOWN OF VINCENT GUIDELINES.

C-1. LAND USE AND BUILDING TYPE. NO LOT SHALL BE USED EXCEPT FOR RESIDENTIAL PURPOSES OR TO STABLE HORSES. NO BUILDING SHALL BE ERECTED OTHER THAN HORSE BARN, ALTERED, PLACED, OR PERMITTED TO REMAIN ON ANY LOT OTHER THAN ONE DETACHED SINGLE-FAMILY DWELLING NOT TO EXCEED TWO AND ONE-HALF STORIES IN HEIGHT AND A PRIVATE GARAGE FOR NOT MORE THAN FOUR CARS.

C-2. DWELLING COST, QUALITY AND SIZE. NO DWELLING SHALL BE PERMITTED ON ANY LOT AT A COST OF LESS THAN \$175,000.00 BASED UPON COST LEVELS PREVAILING ON THE DATE THESE COVENANTS ARE RECORDED, IT BEING THE INTENTION AND PURPOSE OF THE COVENANT TO ASSURE THAT ALL DWELLINGS SHALL BE OF A QUALITY OF WORKMANSHIP AND MATERIAL SUBSTANTIALLY THE SAME OR BETTER THAN THAT WHICH CAN BE PRODUCED ON THE DATE THESE COVENANTS ARE RECORDED AT THE MINIMUM COST STATED HEREIN FOR THE MINIMUM PERMITTED DWELLING SIZE. THE GROUND FLOOR AREA OF THE MAIN STRUCTURE, EXCLUSIVE OF ONE-STORY OPEN PORCHES AND GARAGES SHALL BE NOT LESS THAN 2,200 SQUARE FEET FOR A ONE-STORY DWELLING, NOR LESS THAN 2,600 SQUARE FEET FOR A DWELLING OF MORE THAN ONE STORY.

C-3. BUILDING LOCATION. NO BUILDING SHALL BE LOCATED ON ANY LOT NEARER THAN 75 FEET TO THE FRONT LOT LINE, OR NEARER THAN 35 FEET TO ANY SIDE STREET LINE. NO BUILDING SHALL BE LOCATED NEARER THAN 35 FEET TO AN INTERIOR LOT LINE. FOR THE PURPOSE OF THIS COVENANT, EAVES, STEPS AND OPEN PORCHES SHALL NOT BE CONSIDERED AS A PART OF A BUILDING, PROVIDED HOWEVER, THAT THIS SHALL NOT BE CONSTRUED TO PERMIT ANY PORTION OF A BUILDING, ON A LOT TO ENCROACH UPON ANOTHER LOT.

C-4. EASEMENTS. EASEMENTS FOR INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES ARE RESERVED OVER THIRTY FEET OF EACH LOT: THE EASEMENT AREA OF EACH LOT AND ALL IMPROVEMENTS IN IT SHALL BE MAINTAINED CONTINUOUSLY BY THE OWNER OF THE LOT, EXCEPT FOR THOSE IMPROVEMENTS FOR WHICH A PUBLIC AUTHORITY OR UTILITY COMPANY IS RESPONSIBLE.

C-5. NUISANCES. NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON UPON ANY LOT NOR SHALL ANYTHING BE DONE THEREON, WHICH MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

C-6. TEMPORARY STRUCTURES. NO STRUCTURE OF A TEMPORARY CHARACTER, TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN, OR OTHER OUTBUILDING SHALL BE USED ON ANY LOT AT ANY TIME AS A RESIDENCE EITHER TEMPORARILY OR PERMANENTLY.

C-7. SIGNS. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE (1) PROFESSIONAL SIGN OF NOT MORE THAN ONE (1) SQUARE FOOT, ONE SIGN OF NOT MORE THAN FIVE (5) SQUARE FEET ADVERTISING THE PROPERTY, FOR SALE OR RENT, OR SIGNS USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD.

C-8 OIL AND MINING OPERATIONS. NO OIL DRILLING, OIL DEVELOPMENT OPERATIONS OIL REFINING, QUARRYING, OR MINING OPERATIONS OF ANY KIND SHALL BE PERMITTED UPON OR ON ANY LOT, NOT SHALL OIL WELLS, TANK, TUNNELS, MINERALS, EXCAVATIONS OR SHAFTS BE PERMITTED UPON OR IN ANY LOT. NO DERRICK OR OTHER STRUCTURE DESIGNED FOR USE IN BORING FOR OIL OR NATURAL GAS SHALL BE ERECTED, MAINTAINED OR PERMITTED UPON ANY LOT.

C-9 GARBAGE AND REFUSE DISPOSAL. NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH, GARBAGE OR OTHER WASTE SHALL NOT BE KEPT EXCEPT IN SANITARY CONTAINERS. ALL INCINERATORS OR OTHER EQUIPMENT FOR THE STORAGE OR DISPOSAL OF SUCH MATERIAL SHALL BE KEPT IN A CLEAN AND SANITARY CONDITION. NO PILES OF ANY MATERIAL WILL REMAIN IN SIGHT OF ANY ADJOINING PROPERTY OWNER OR IN SIGHT OF ANY ROAD FOR A PERIOD NOT TO EXCEED THIRTY (30) DAYS. ANY PILES OF UNUSED BUILDING MATERIAL, LUMBER, PIPE, METAL, OR ANY MATERIAL THE PROPERTY OWNER WANTS TO KEEP MUST BE NEATLY STACKED OUT OF SIGHT OR STACKED AND NEATLY COVERED.

C-10 SIGHT DISTANCE AT INTERSECTIONS. 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 POINTS 25 FEET FROM THE INTERSECTION OF THE STREET LINES, OR IN THE CASE OF A ROUNDED PROPERTY CORNER FROM THE INTERSECTION OF THE STREET PROPERTY LINES EXTENDED. THE SAME SIGHT LINE LIMITATION SHALL APPLY ON ANY LOT WITHIN 10 FEET FROM THE INTERSECTION OF A STREET PROPERTY LINE WITH THE EDGE OF A DRIVEWAY OR ALLEY PAVEMENT. NO TREES 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.

C-11 EXTERIOR OF HOUSES. ALL FOUNDATION BLOCKS OR CONCRETE MUST BE COVERED WITH BRICK, ROCK, OR STUCCO.

C-12 OUTBUILDINGS. ALL OUTBUILDINGS MUST BE IN GOOD WORKMANSHIP MANNER AND BE IN THE REAR OF THE RESIDENCE.

C-13 ANIMALS. NO ANIMALS, LIVESTOCK, POULTRY OF ANY KIND SHALL BE RAISED, BRED, OR KEPT FOR COMMERCIAL PURPOSES. ANY NON-COMMERCIAL PURPOSE THAT BECOMES AN ANNOYANCE FOR THE NEIGHBORS WILL ALSO BE PROHIBITED.

C-14 OUTSIDE ANIMALS. NO OUTSIDE ANIMALS TO BE KEPT ON PROPERTY OTHER THAN HORSES, DOGS, OR CATS.

C-15 SITE BUILT HOMES. MOBILE OR MODULAR HOMES ARE NOT PERMITTED. ALL HOMES MUST BE SITE BUILT HOMES.

C-16 STYLE OF HOME AND HOUSE PLANS. H ALL HOUSE PLANS MUST BE APPROVED BY THE ARCHITECTURAL REVIEW BOARD. THE BOARD WILL BE THE BOARD MEMBERS WHEN ELECTED. UNTIL THAT TIME THE DEVELOPERS WILL ACT AS THE REVIEW BOARD. FREDRICK B BERREY JR WILL OVERSEE LOTS 14 - 30 AND HENRY T HOLIFIELD WILL OVERSEE LOTS 1 - 13.

C-17 ROAD REPAIR. LOT OWNERS WILL BE RESPONSIBLE FOR REPAIR OF THE PRIVATE ROAD IN THE EVENT A SUPPLIER OR CONTRACTOR OR ANYONE THE LOT OWNER HAS HIRED DOES DAMAGE TO THE PRIVATE ROAD. LOT OWNER MUST MAKE REPAIRS WITHIN THIRTY DAYS OF DAMAGE.


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PART D. GENERAL PROVISIONS

D-1. TERM. THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM FOR A PERIOD OF TWENTY-FIVE (25) DAYS FROM THE DATE THESE COVENANTS ARE RECORDED, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF 10 YEARS UNLESS AN INSTRUMENT SIGNED BY A MAJORITY OF THE THEN OWNERS OF THE LOTS HAS BEEN RECORDED, AGREEING TO CHANGE SAID COVENANTS IN WHOLE OR IN PART.

D-2. ENFORCEMENT. ENFORCEMENT SHALL BE BY PROCEEDINGS AT LAW OR IN EQUITY AGAINST ANY PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY COVENANT EITHER TO RESTRAIN VIOLATION AND/OR TO RECOVER DAMAGES.

D-3. SEVERABILITY. 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.

D-4. ASSOCIATION. ALL PROPERTY OWNERS WILL JOIN AND ABIDE BY THE RULES AND REGULATIONS OF AN ASSOCIATION SET UP BY THE PROPERTY OWNERS. THE OWNER / DEVELOPER IS EXPRESSLY EXCLUDED FROM MEMBERSHIP AND FEES AND IT IS AGREED BY ALL PROPERTY OWNERS, THE PROPERTY OWNERS VISITORS, FRIENDS, RELATIVES, ASSIGNS, HEIRS, ETC., TO HOLD THE DEVELOPER/OWNER HARMLESS AND NOT LIABLE FOR ANY INFRACTIONS ON OR ABOUT THE PROPERTY.

D-5. DUES. DUES/FEES FOR THE ASSOCIATION WILL BE INITIALLY SET AT FOUR HUNDRED AND FIFTY DOLLARS (\$450.00) PER YEAR, PER LOT, PAID SEPTEMBER 1ST OF EACH YEAR BY EACH LOT OWNER TO THE ASSOCIATION. THE ASSOCIATION WILL INITIALLY BE SET UP WITH THREE (3) MEMBERS (DIFFERENT LOT OWNERS CALLED BOARD MEMBERS) TO MAKE DECISIONS ON HOW THE MONEY IS SPENT ON THE IMPROVEMENTS AND /OR MAINTENANCE OF THE SUBDIVISION. TWO (2) OF THE THREE (3) BOARD MEMBERS MUST AGREE BEFORE ANY MONEY IS SPENT OR DECISION IMPLEMENTED. BOARD MEMBERS ARE TO SERVE ONE (1) YEAR TERMS AND ELECTIONS ARE TO BE HELD TO ELECT BOARD MEMBERS EACH YEAR. EACH LOT OWNER HAS ONE (1) VOTE PER LOT OWNED. THE ASSOCIATION HAS THE RIGHT TO OPEN A CHECKING ACCOUNT WITH A LICENSED FINANCIAL INSTITUTION TO HOLD THE MONEY UNTIL PAYMENTS ARE MADE. THE OWNER/DEVELOPER IS EXCLUDED FROM PAYING FEES UNTIL LOT(S) ARE TRANSFERRED, SOLD, TRADED, BARTERED OUT OF HIS NAME. NEW LOT OWNER DUES WILL BE PRORATED THE FIRST YEAR FOR NUMBER OF MONTHS THEY HAVE OWNED LOT TO COLLECTION DATE.

D-6. PETS. NO PETS WILL BE ALLOWED TO ROAM FREE ON PROPERTY. ALL PETS MUST BE ON A LEASH OR A FENCE MUST BE INSTALLED TO CONTAIN PETS ON THE OWNERS PROPERTY. NO MORE THAN FOUR (4) DOGS OR CATS FOR ANY OWNER WILL BE PERMITTED ON PROPERTY AT ONE TIME. NO KENNELS OR HOUSING WILL BE ALLOWED FOR THE PURPOSE OF RAISING OR BREEDING ANY ANIMALS ON PROPERTY. NOISY ANIMALS WILL BE COVERED UNDER C-5 NUISANCES OF THIS COVENANT.

D-7. VEHICLES. NO BOATS, AUTOMOBILES, BUSES, TRUCKS, CAMPERS, ATV'S OR ANY VEHICLES WITH AN ENGINE OR WITH USE OF AN ENGINE SHALL REMAIN IN AN UNMOVED PLACE FOR A PERIOD NOT TO EXCEED THIRTY (30) DAYS. ALL VEHICLES MUST BE IN WORKING CONDITION OR REMOVED FROM THE PROPERTY BEFORE THE THIRTY (30) DAY TIME LIMIT.

D-8. DESIGN OF RESIDENCE AND STRUCTURES. NO DESIGN THAT WOULD BE CONSIDERED OFFENSIVE OR OUT OF THE ORDINARY WILL BE ALLOWED ON THE PROPERTY. REFER TO C-16 FOR HOUSE PLAN REVIEW BOARD.

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IN WITNESS WHEREOF, THE UNDERSIGNED, FREDRICK B. BERREY JR. AND HENRY T. HOLIFIELD HAVE
HEREUNTO SET THEIR HAND AND SEAL ON THE 24 DAY OF August 2006.

Fredrick B. Berrey Jr.
FREDRICK B. BERREY JR.
Henry T. Holifield
HENRY T. HOLIFIELD

THE STATE OF ALABAMA
COUNTY OF SHELBY

I, Kelly B. Mullin A NOTARY PUBLIC FOR THE STATE OF ALABAMA AT LARGE,
HEREBY CERTIFY THAT FREDRICK B. BERREY JR., AND HENRY T. HOLIFIELD WHOSE NAME 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, THEY EXECUTED THE SAME VOLUNTARILY ON THE DAY
THE SAME BEARS DATE.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 24th DAY OF August 2006.

Kelly B. Mullin
Notary Public State At Large
Commission Expires
June 28, 2009

Kelly B. Mullin
NOTARY PUBLIC

RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA ON

_____ 2006 DEED BOOK _____ PAGE _____