

STATE OF ALABAMA  
ELMORE COUNTY

Recording Fee 39.00  
TOTAL 39.00

**RESTRICTIONS, COVENANTS, AND CONDITIONS  
APPLICABLE TO RIVER OAKS SUBDIVISION PLAT NO. 5**

The following restrictions, covenants, and conditions are hereby imposed on River Oaks Subdivision Plat No. 5.

These restrictions, covenants, and conditions are to run with the land and shall be binding on all parties and persons affected by them for a period of twenty five (25) years from the date of the recording of this Plat, after which time said covenants shall be automatically extended for successive periods of ten (10) years each 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. In any such vote, all the owners of one lot shall have only one vote collectively, i.e. one vote per lot. Enforcement shall be by proceeding at law or in equity against the person or persons violating or attempting to violate any covenant, either to restrain or to recover damages or both. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

1. A. LAND USE AND BUILDING TYPES: All lots in this subdivision shall be known and described as residential lots and shall be used for residential purposes only. No commercial activity of any

nature, including in-home businesses, shall be allowed in the subdivision. No structures shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling for private use, not to exceed two stories in height and a private garage for not more than two (2) cars.

The lot or part thereof shall be used as a roadway or easement to adjoining property.

B. DWELLING SIZE: The ground floor living area of the main structure shall not be less than 1300 square feet for a one-story dwelling and shall not be less than 1000 square feet of living area on the ground floor of a one and one-half or two-story dwelling.

C. COMPLETION OF CONSTRUCTION: All construction, once begun, must be pursued to completion with due diligence.

D. FENCES, HEDGES, OUTBUILDINGS, AND ORNAMENTAL IMPROVEMENTS: With the exception of Lots 12 thru 19, the restrictions on fencing are as follows: Chain link fences are prohibited except to the rear of the residence. The chain link fencing must be vinyl coated. Closure to the building with chain link fencing is prohibited. The closure fence from the building to the side property line must be 4' to 6' cedar fencing. Drawings and

specifications on fencing must be submitted to the Architectural Review Board prior to installation. Subject to the limitations of Restriction No. 11 below, fencing on the corner lots must be cedar on the street side property lines.

With regard to fencing restrictions on Lots 12 thru 19 ("River Lots"), the restrictions are as follows: Fences which obstruct sight lines of the River Lot owners to the river are prohibited. Non-privacy fencing which preserves and does not obstruct sight lines will be permitted only with the advance approval of the Architectural Review Board. All fencing proposals shall be submitted on a scaled written sight plan with dimensions clearly delineated, both horizontal and vertical. All fencing materials must be approved by the Architectural Review Board. This restriction relating to sight lines is for the benefit of the owners of Lots 12 thru 19 only.

As to Lot 19 only, a privacy fence or hedge will be allowed on the common property line abutting River Oaks Park beginning at the front building set back line and proceeding northerly along side lot line to a point 30 feet from the northeast corner of the lot. This privacy fence or hedge must be approved in advance by the Architectural Review Board.

With regard to Lots 12 thru 19, there shall not be allowed or permitted any outbuildings, gazebos, ornamental structures, walls, hedges, shrubs, new tree plantings, vegetation, or other objects which obstruct sight lines to the river. Notwithstanding the foregoing, the Architectural Review Board must in advance approve in its discretion gazebos, trees, and low-growing vegetation. All proposals for such approval shall be submitted on a scaled written sight plan with dimensions clearly delineated, both horizontal and vertical. On lots other than Lots 12 thru 19, outbuildings incidental to residential are allowed if they are of a design and exterior finish commensurate with that of the main structure. They may not be metal siding and must be located on a concrete slab. Such outbuildings must be located in the center 1/3 of the rear of the lot and be approved by Architectural Review Board.

E. SUBDIVISION: No lot shall be re-subdivided into smaller lots nor conveyed or encumbered in any less than the full original dimensions as shown on the original plat of record.

F. EASEMENTS: No easements or rights-of-way for ingress or egress to any contiguous property shall be granted by the owner of any lot or lots in the subdivision.

2. TEMPORARY STRUCTURES: No basement, tent, shack, garage, barn, trailer, prefabricated home, modular home, outbuilding, or any temporary structure shall be occupied or used as a residence. Any main dwelling structure which does not meet the requirement of Paragraph 1-B hereof shall be considered a temporary structure.
3. SIGNS: No billboard or other advertising device shall be erected or permitted on any lot, nor shall anything be done or permitted on any lot which will deface or mar the natural scenery thereof.
4. TELEVISION SATELLITE EQUIPMENT: Small satellite dishes are allowed, but are restricted to being located either on the residence or in the center 1/3rd of rear yard only and may not exceed 8' in height.  
With regard to Lots 12 thru 19, the Architectural Review Board must approve in advance the location of the small satellite dish.
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.
6. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that domesticated dogs and cats, not to exceed two of each, may be kept provided they are not maintained for commercial purposes and do not

become a nuisance to the neighborhood.

7. OPEN FIRES: There shall be no open burning of trash, rubbish, grass, brush, tree limbs, etc. All such burning must be done in a safely enclosed incinerator with a wire mesh cover to prevent burning particles from escaping.
8. EASEMENTS: Easements to each individual lot for installation and maintenance of utilities as shown on the plat. The granting of these easements shall not prevent the use of the area by the owner for any permitted purpose except for structures or buildings. A right of pedestrian, non-vehicular, access is hereby granted on each lot to any utility company having an installation in such easement.
9. OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall 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.
10. 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 of such trash and garbage shall be removed from the premises regularly.

11. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge, or shrub planting, or any other object 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 rounded street corners from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten feet of the intersection of a street property line with the edge of a driveway or alley. 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.
12. YARD ORNAMENTS: No yard ornaments, statues, or similar things shall be allowed in the front or side yard. Corner lots are considered to have two "front" yards.
13. PARKING AND STORAGE: No house trailer, mobile home, camper or similar equipment or vehicle shall be located in the subdivision for any period of time in excess of forty-eight (48) hours, except in the enclosed garage of each lot. No construction trucks, tractors or excavating machinery shall be parked or stored on any road, street,

parking lot, yard or lot located in the subdivision, except in an enclosed garage, for any period in excess of forty-eight (48) hours, except for the period needed for actual construction on the lot.

No vehicles shall be parked on grass or lawn areas, and no disabled vehicles or vehicles under repair shall be allowed to remain within the subdivision longer than forty-eight (48) hours.

14. BOATS AND BOAT TRAILERS: Except for Lots 12 thru 19, boats and boat trailers may be stored in the rear yard only and not visible from the street. No storage of boats and boat trailers shall be allowed on Lots 12 thru 19.
15. CARE OF BUILDING AND GROUNDS: Each lot owner shall prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on a lot which shall tend to decrease the beauty of the specific area or the neighborhood as a whole.
16. ARCHITECTURAL CONTROL: 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 Architectural Review Board as to quality of workmanship and materials, harmony of external design with existing

structures, and as to location with respect to topography and finished grade elevation. All exterior paint and roof colors require approval by the Architectural Review Board.

17. MEMBERSHIP: The Architectural Review Board is composed of the same three (3) members currently serving under appointment of the Board of Directors of the Homeowners Association. A majority of the Board members may designate a representative to act for them. In the event of the death, resignation, or inability of any member to serve, the remaining members shall have full authority to designate a successor to fill the remainder of a 5 year term.
18. PROCEDURE: The Architectural Review Board's approval or disapproval as required in these covenants shall be in writing and shall be accomplished by signing two (2) copies of plans, one of which will be retained by the Committee for its record. Notice is hereby served on each owner that if he starts building without written approval of the Board, he is doing so at his own risk. The Architectural Review Board is sometimes referred to as the Architectural Control Committee in other documents.
19. HOMEOWNERS ASSOCIATION: All recorded documents and corporate records of the River Oaks Homeowners Association, Inc.,

including Articles of Incorporation, Bylaws, Declaration of Covenants, Conditions and Restrictions regarding River Oaks Subdivision, and formal actions taken by the association, to the extent not inconsistent herewith, shall be applicable to the lots in River Oaks Subdivision Plat No. 5 and to the owners of said lots. It is intended for such lot owners to have all the membership benefits and responsibilities relating to said homeowners association.

20. The owners of all lots shall assume all risks and legal responsibility relating to erosion, washing, flooding, sloughing, caving, sliding, and avalanching of earth or land, including but not limited to earth or land which creates a part of the river bank. The owners acknowledge that such risks are real and are agreeable to the application of the legal doctrine of "caveat emptor."
21. The owner or owners of the platted property at the time of the recording of these restrictions and covenants, their heirs and assigns, hereby reserve unto themselves, their heirs and assigns, until such time as the last lot within the subject subdivision has been conveyed by deed from the current owner or owners to another party, the right to waive any violation of these restrictions and covenants by recorded written instrument upon determination that the violation waived is

minor, does not substantially adversely affect the value, utility or enjoyment of any other lot in said plat and does not constitute a safety hazard to anyone. This reserved right also relates to the relocation of lot lines and boundaries, and any matters appearing on that certain plat to which these restrictions and covenants apply.

J. C. Associates, Ltd.  
By: T. J. Johnson Builders, Inc.  
Its: General Partner

Teri S. Johnson

By:  
Teri S. Johnson  
Secretary/Treasurer  
T. J. Johnson Builders, Inc.

STATE OF ALABAMA  
COUNTY OF ELMORE

I, the undersigned, a Notary Public in and for said State at Large, hereby certify that **Teri S. Johnson**, whose name as **Secretary/Treasurer of T. J. Johnson Builders, Inc., the General Partner of J. C. Associates, Ltd.**, an Alabama limited partnership, 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, she, as such officer and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and seal on this 13th day of June, 2002.

Deborah L. Godbee

NOTARY PUBLIC  
My Commission Expires:

This instrument prepared by:  
John E. Enslin  
Enslin, Johnston, Pinkston & Courtney, L.L.P.  
Attorneys at Law  
P.O. Box 100, 1881 Holtville Rd.  
Wetumpka, AL 36092