

**RESTRICTIVE COVENANTS
FOR
CYPRESS RIDGE SUBDIVISION
PLAT NO. 1**

**STATE OF ALABAMA
COUNTY OF ELMORE**

The undersigned, being the owner of all of the real property embraced within that certain residential subdivision known as Cypress Ridge Subdivision Plat No. 1, Phase 1, the same as recorded in the Office of the Judge of Probate for ELMORE County, Alabama, in Plat Book _____, at Page _____, on _____, does hereby impose the following restrictions and covenants on said subdivision.

These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of ten (10) years from the date of the recording of this Plat, after which time said covenants shall be automatically extended for successive periods of then five (5) 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. Enforcement shall be by proceeding at law or equity against the person or persons violating or attempting to violate any covenants either to restrain or to recover damages. 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.

- A. **LAND USE AND BUILDING TYPES:** All lots in this subdivision shall be known and described as single family, private residential lots of sound construction and shall be used for residential purposes. No apartments will be permitted. No mobile homes, trailers, doublewides, prefabricated homes, or the like will be permitted.
- B. **DWELLING SIZE:** The ground floor area of the main structure shall not be less than 1,600 square feet for a one (1) story dwelling (exclusive of basements, open porches, and garages. In the case of any one and one-half story, two story, or 2 ½ story dwellings, the ground floor area of it must be at least 900 square feet, exclusive of open porches, attached garages or carports. Notwithstanding the foregoing, any multi-storied residence must have at least 1600 square feet of heated and cooled living space in the aggregate, and carport or garage
- C. **ALL CONSTRUCTION, ONCE BEGUN:** All construction once begun must be pursued to completion with due diligence and all buildings must be completed within one (1) year after commencement of construction. If construction is not started within ninety days owner will be required to maintain property consistent with adjacent lots. Owner may be assessed an additional fifty dollars a month for upkeep if not in compliance. Construction of dwelling must begin within 12 months after closing.
- D. **SUBDIVISION:** No lot shall be re-subdivided into smaller lots nor conveyed or encumbered in any less than the full original dimension as shown on the original plat of record. However, two (2) lots may be combined into one lot, thus deleting the interior lot line, easements and setback related to such line. If two lots are combined, only one residence may be constructed thereon.

- E. EASEMENTS:** No easements or rights-of-ways for ingress or egress from the subdivision to any contiguous property shall be granted by the owner of any lot or lots in the subdivision.
- F. COMMON AREAS:** No automobiles, boats or trailers are to be left in the common areas longer than 30 minutes. Golf carts, bicycles and similar vehicles are permitted in common areas. Wetland areas are to be preserved. Cypress trees, cattails, alligator grass to be protected and nurtured.
- G. HOMEOWNER'S ASSOCIATION:** Homeowners dues to be \$50.00 per month to cover maintenance, power bills, landscaping, maintenance of walkways and piers. With a majority consensus of homeowners dues may be adjusted three years after completion of first phase.
- H. SHARED DRIVEWAYS:** Lots 3, 5, 7, 12, and 15 (waterfront and interior) have driveways that may be shared by one or two roadway lots. These roadway lots owners will install and maintain driveway to the above driveways. Construction of all driveways maybe of concrete, asphalt or solid base and crusher run type material and well maintained.
- 1. BUILDING LOCATION:** Placement of building on lot must be approved by the Design Review Committee. No building shall be located on any lot nearer than forty (40) feet to any road rights-of-way/front lot line or nearer than ten (10) feet to any side lot line and twenty (20) feet to rear lot line.
 - 2. TEMPORARY STRUCTURES:** No basement, tent, shack, garage, barn, trailer, outbuilding or any temporary structure shall be occupied or used as a residence.
 - 3. SIGNS:** No sign of any kind shall be displayed to the public view of any lot except one (1) professional sign of not more than one (1) square foot, or 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 construction and sales period
 - 4. TELEVISION AND RADIO EQUIPMENT:** Twenty Four (24") inch diameter and smaller satellite receiving discs are allowed if they are placed in rear ½ of the dwelling or placed in the rear portion of the lot after the rear wall of the residence. There shall be no ham radio transmission equipment or other electronic transmission equipment operated or permitted to be operated on subject property without the prior written approval of Design Review Committee. Any such approval granted by the Design Review Committee may be withdrawn and terminated if its determined by the Design Review Committee that said approval is resulting in an unnecessary or unreasonable interference with the rights of the subdivision in general or any individual lot owner within the subdivision.
 - 5. ANIMALS:** No animals, livestock, insects, reptiles or poultry shall be raised, bred, kept or maintained on any part of the Properties without the express written consent of the Design Review Committee except for usual household pets kept in reasonable numbers and under reasonable conditions so as not to create a nuisance and not to otherwise unreasonably disturb the neighbors or the neighborhood and for purposes other than breeding or commercial.
 - 6. EASEMENTS:** All easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat. The granting of the easement or right of access shall not prevent the use of the area by the owner for any permitted purpose except for buildings. A right of pedestrian access by way of a driveway or open land area shall also be granted on each lot, from the front lot line to the rear lot line, to any utility company having an installation in the easement. There is a 10' private drainage and utility easement granted along each and front property line in this subdivision. If the easement is along a side or rear lot line, the easement is 5' on each lot.

7. **SIGHT DISTANCE AT INTERSECTIONS;** No fence, wall hedge or shrub planting which obstructs sight line at elevation 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 property corner from the intersection of the street property lines extended. 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.
8. **GARBAGE CONTAINERS, SWIMMING POOL EQUIPMENT:** All garbage and trash containers should be kept out of view of adjoining property owners. Swimming pool equipment and housing must be underground or placed within walled areas or landscaped areas so that they are not visible from any adjoining property.
9. **UNDERGROUND UTILITIES:** To the extent of the interest of the Owner of a lot, the Owner of a lot will not erect or grant to any person, firm or corporation the right, license or privilege to erect or use or permit to use of overhead wires, poles, or overhead facilities or any kind or electrical or telephone service on said real estate (except such poles and overhead facilities as may be required at those places where distribution facilities enter and leave the particular area) without the prior written consent of the Design Review Committee. Nothing herein shall be construed to prohibit overhead street lighting or ornamental yard lighting, where serviced by underground wires and cables. Where underground electric service is to be installed, in order to permit installation of underground electric service to each lot for the mutual benefit of all owners therein, no owner of any such lot will commence construction of any house on such lot until such Owner (1) notifies the electric utility that such construction is proposed, (2) grants in writing to the electric utility such rights and easements the electric utility requires in connection with its construction, operation, maintenance and removal of underground service lateral on each lot, (3) provides at his, her or its own expense, and in accordance with specifications to be furnished by the utilities, all excavation, trenching and back filling which said utility company requests in connection with the installation of the underground service or service laterals on each lot and (4) otherwise complies with the Rules and Regulations for Underground Residential Distribution on file with and approved by the Alabama Public Service Commission.
10. **NUISANCES;** No noxious, offensive or illegal trade or activity shall be carried on upon any lot nor shall anything be done on any lot or house that may be or may become an annoyance or nuisance to the neighborhood.
11. **MAIL BOXES:** The design of all mail boxes must be approved by the Design Review Committee and said Design Review Committee may establish a common design and a required location for all mail boxes, so long as compatible with the requirement of the United States Postal Service. If required by the Design Review Committee, the homeowner shall purchase from an approved supplier the specified mailbox and shall install and maintain said mailbox in appropriate condition and repair with original color scheme being maintained, thereon, as required will result in the lot owner being required to purchase a replacement mailbox.
12. **OUTBUILDINGS:** Outbuildings are allowed so long as they are architecturally similar to the residence. The total square footage size of all outbuildings on a lot shall not exceed ½ that of the residence. No outbuilding may be placed in the front portion of a lot before the back wall of the residence. No such building shall be constructed, used or occupied prior to the construction of the main house structure, except such as may be used in storing tools and materials for the construction the main house. No outbuildings may be more than a single story in height. Garden and ornamental landscape structures are permitted and exempt from the square footage, height and placement restrictions. In no event are metal outbuildings permitted on any lot.

13. **PARKING:** Owner of a lot shall provide on his lot space for the parking of at least two (2) automobiles without a stacking arrangement. Parking must be confined to interior of the Lot and not on public right of way. This restriction does not apply to non-overnight guests.
14. **GARAGES:** The garage walls and ceiling must be completely finished with sheet rock (or other material approved by the Design Review Committee) and a continuous wood base and garage doors must be electrically operated with remotes. A carport under a roof, which is attached to a dwelling, shall not be considered as a garage for these purposes. Garages may be side or front loading and must be approved by Design Review Committee.
15. **DRIVEWAY:** All driveways must be constructed of concrete, asphalt or crusher run type material. This pavement activity must be completed within one year after dwelling construction begins. All driveways must have headwalls at face of drive. Headwalls will be concrete paved. All cart paths damaged during construction must be repaired.
16. **FENCES:** Fences are not allowed on lots 1,2,3,5,7,12,15, and 16. Any fence must be approved by the Design Review Committee.
17. **ROOFS AND PLUMBING:** Roof pitches will be a minimum of 6 on 12. Roof material to be metal with color approved by Design Review Committee. No rooftop plumbing vents or gas vents permitted on front elevations.
18. **DESIGN REVIEW COMMITTEE:**
 - A. The Design Review Committee (herein referred to as the "Committee") shall be composed of two members. After all lots have been sold, a majority of the owners of the lots shall have power, through a duly recorded written instrument, to change the members of the Committee. Members of the Committee shall not be entitled to any compensation for services performed pursuant to this covenant. In the event of the death or resignation of a member, the remaining members may appoint a replacement.
 - B. The primary authority and duty of the Committee shall be to examine and approve, disapprove or request changes to all plans, including site plans, for construction of improvements on lots within the Development. The Committee shall have the right to change, alter or add to the design regulations and criteria in these restrictions.
 - C. The initial members of the Design Review Committee shall consist of Harry Davis and Harold Nichols
 - D. All plans and specifications for any structure or improvement whatsoever to be erected on any lot, and the proposed location thereof on any lot or lots, the construction material, the roofs, and later changes or additions after initial approval thereof, and any exterior remodeling, reconstruction, alterations or additions thereto on any lot shall be subject to and shall require the advanced written approval of the Committee before any work is commenced, which approval shall be within the sole discretion of the Committee. Construction may not be started before plan approval from the Committee, a copy of which must be signed by the Owner to indicate his consent, and returned to the Committee for retention. After the plan for structure is approved, the structure or structures must be staked out and approved by the Committee before grading is done.
 - E. One set of prints and drawings and specifications (hereinafter referred to as "plans") for each building proposed to be constructed on each lot shall be submitted for review and approval or disapproval by the Committee at least 30 days prior to any planned construction.

- F.** All plans for structures shall be at a scale of not less than 1/8 inch = 1 foot scale, unless otherwise requested by the Committee.
 - G.** All plans must take into consideration the particular topographic and any other vegetative characteristics of the lot or lots involved.
 - H.** All plans must show the elevation of all sides of the proposed structure; as such sides shall exist after finished grading has been accomplished.
 - I.** The foundation and floor plan(s) shall show the existing grade throughout in order that the extent of cut an/or fill areas may be easily and clearly determined.
 - J.** The site plan, which shall show all building outlines or footprints, setbacks, drives, fences, and underground trench locations, shall be a scale of between 1" = 20' to 60'.
 - K.** All plans must include a summary specifications list of proposed materials and samples of exterior materials, which cannot be adequately described, and of materials with which the Committee may be unfamiliar.
- 19.** Developer/Owner Cypress Ridge, LLC reserves the right to alter, change or amend these covenants and restrictions at any time in the future, without further notice to any future or present lot/homeowners.

IN WITNESS WHEREOF, the undersigned owners of Cypress Ridge Subdivision Plat No. 1 have Caused this instrument to be executed on the _____ day of _____, 2015

CYPRESS RIDGE, LLC

 By: Harry Davis
 Its: Member

STATE OF ALABAMA }
 COUNTY OF ELMORE }

I, the undersigned authority, a Notary Public in and for said state and county, hereby certify that Harry Davis, whose names as Members of Cypress Ridge, LLC, is signed to the forgoing document, and are known to me, acknowledged before me on this day, that, being informed of the contents of the document he, as such Member and with full authority, executed the same voluntarily on the day the same bears date on behalf of said Limited Liability Company.

Given under my hand and official seal this the _____ day of _____, 2015

 Notary Public
 My commission Expires: _____

