

DECLARATION OF
COVENANTS AND RESTRICTIONS
FOR
OAK GROVE SUBDIVISION

BOOK A 270 PAGE 211

WITNESSETH:

- 1.) Covenant against subdivision: No lot shall be split, divided or subdivided for sale, resale, gift, transfer or otherwise.
- 2.) Junk automobiles: No junk automobiles or inoperable buses or vans shall be permitted on any lot. No working on vehicles or vehicles on blocks permitted.
- 3.) Garbage and refuse disposal: No lot shall be used or maintained as a dumping ground for rubbish. No trash, garbage or other waste shall not be kept except in sanitary containers.

RESIDENTIAL LOTS

- 1.) Land use and building type: No lot shall be used except for residential purposes. Nothing shall be altered, erected, placed or permitted to remain on any lot other than one home having a minimum of 1,000 square feet floor space constructed to minimum FHA specifications, together with attached porch, canopy or carport, and one detached storage building of appropriate design and construction in keeping with the materials and construction of the main dwelling. The undersigned reserves the right to maintain a sign on the lot. EXCEPTIONS - Lots 1 thru 7 may be used for Duplex Apartments.
- 2.) Home location: No house shall be erected on any lot nearer than thirty-five (35) feet to a front lot line, nor nearer than ten (10) feet to any side lot line, provided however, the undersigned reserves the right to waive the front lot line setback on any lot should it become necessary to avoid encroachment of a house on the Alabama Power Company flood easement. No detached storage building shall be located in front of any residence or nearer than ten (10) feet to any side lot line. Only one detached storage building per lot.
- 3.) Lot area and width: None of the lots shall at any time be divided into more than one building site. A single lot together with contiguous portion or portions of one or more lots may be used for one building site.

4.) Nuisances: No noxious or offensive activities shall be carried on upon any lot nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood. Specifically, no business or commercial enterprises shall be carried on. Each owner shall maintain his lot and, at all times, keep said lot in a clean and presentable appearance. No cattle, swine, chicken, or animals except household pets shall be maintained or harbored on said lot. Each owner shall keep the yard area mowed and free of underbrush. At all times said lot is to be kept free of debris, junk, trash, or any unsightly materials not necessary or needed in the use of said lot for residential purposes.

5.) Temporary structures: No structure of a temporary character, camper, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence.

6.) Fences: No metal fences shall be allowed, except around the rear portion of the lot. In no event shall any metal fence exceed five (5) feet in height and shall not be constructed closer than fifty (50) feet to the front lot line. No fence or obstruction shall be allowed around the front fifty (50) feet of any lot except fences not exceeding three (3) feet in height.

7.) Driveway: Each lot shall be served by one driveway of concrete or asphalt surface not exceeding fifteen (15) feet in width and located no nearer than three (3) feet to any side lot line. Driveway shall be installed with a drainage pipe such as not to obstruct the free flow of water along a drain line.

GENERAL PROVISIONS

1.) Term: These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (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.

2.) Amendment, modification or alteration: The undersigned reserves the right to amend, alter or modify the provisions of these restrictions with regard to any lot or lots in the event that the undersigned in their sole judgment deem such amendment, alteration or modification consistent with the restrictive intent of these covenants or if terrain features and topographical considerations render the enforcement of these restrictions

In regard to any particular lot harsh and unduly expensive to the owner.

3.) Severability: Invalidation of any one of these covenants by judgment or court shall in no way affect any of the other provisions which shall remain in full force and effect.

4.) Enforcement of covenants: As these restrictions shall operate as covenants running with the land for the benefit of any and all persons who now may own, or who may hereafter own, property in Oak Grove Subdivision, such persons are specifically given the right to enforce these restrictions through any proceedings, at law or in equity, against any person or persons violating or threatening to violate such restrictions and recover any damages suffered by them from any violation of such restrictions, including but not limited to, the recovery of a reasonable attorney's fee such as shall be incurred in connection with enforcement of the restrictions.

OWNER
Randall Wayne Gentry

State of Alabama
Cherokee County
Subscribed and sworn to (or affirmed) before me
this 2 day of Oct, 1996, by
Randall Wayne Gentry

Rita H. Stubbs
Notary Public

My commission expires May 9, 1997

058858
MH 2.00
Ret 1.50
Cort 1.00
10.50pt

REC'D
96 OCT -2 PM 1:28
STATE OF ALABAMA
COUNTY OF CHEROKEE
NOTARY PUBLIC
RITA H. STUBBS

Hold for
Mr. Gentry