

# **DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR WYNBROOK PLATS**

**Montgomery, Alabama 36117**

By adoption of this plat, Alfa Builders, Inc., a corporation, owner of all of the lots and land embraced herein, hereby grants to Alabama Power Company, South Central Bell Telephone Company and Alabama Gas Corporation, their successors and assigns or other appropriate public or quasi-public utilities, the easements along and over all of the lots and property reflected hereon, together with the right to construct, install, operate and maintain, along said easements, all conduits, cables, pipes, lines, trans closures and other appliances and said facilities useful or necessary in connection therewith, for the transmission and distribution of electrical power, underground communication services, and natural gas service, upon, under and across said easements. Also granted hereby is the right to install and maintain service lines or laterals from said easements to serve the building or buildings on each lot herein.

By adoption of this plat, Alfa Builders, Inc., owner of all of the lots and land embraced herein, hereby adopts the following protective covenants and imposes them upon the property comprising the said plat and upon all portions therein. These protective covenants shall run with the land and shall be binding on all parties or legal entities and on all persons or legal entities claiming under 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 years unless an instrument, signed by a majority of the then owners of the lots located herein, has been recorded, agreeing to change said covenants, in whole or in part. Enforcement of these protective covenants shall be by proceedings at law or in equity against the person, persons, or legal entities violating or attempting to violate any of these covenants. Said action may be either to restrain violation or to recover damages therefor. Invalidation of any one of these covenants, or any portion thereof, by judgment or court order, shall in no way affect any one of the other provisions or other portions thereof, which shall remain in full force and effect.

1. No lot shall be used except for residential purposes.
2. No buildings, or additions thereto, shall be erected, altered, placed or permitted to remain on any lot herein other than one detached single-family dwelling not to exceed two stories in height. This covenant shall not be construed to prevent necessary outbuildings or accessory buildings as hereinafter authorized and provided and a private garage for not more than two automobiles.
3. No residence shall be erected upon any lot within the subdivision unless the total heated and cooled square footage of the dwelling, exclusive of open porches, attached garages or carports, is at least 1,050 square feet. In the case of any two story dwellings, the ground floor area of same must be at least 800 square feet, exclusive of open porches, attached garages or carports.

4. No building shall be erected on any lot nearer to the front lot line or the side street line than the minimum building setback lines shown on the recorded plat. No building shall be located nearer than five (5) feet on one side and ten (10) feet on the other side to an interior lot line or side lot line, and no residential structure shall be located nearer than fifteen (15) feet to a residential structure on an adjoining lot, except that a five (5) foot minimum side yard setback shall be permitted for a garage or other permitted accessory building on the rear one-third of each respective lot. It is the responsibility of each lot owner to determine, prior to construction and design, which side of the respective lot requires a five (5) foot side yard setback and which side of said lot requires a ten (10) foot side yard setback. This information will be available at all times from the declarant and/or declarant's engineers, Goodwyn, Mills & Cawood, Inc. For purposes of this covenant, eaves, steps, open porches, carports and ornamental planting boxes shall not be considered as a part of a residence or building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
5. The lots shown on this plat may be further modified for the purpose of increasing the size of adjacent lots, however, no additional building lots may be created by a modification of the lots shown hereon by resubdivision thereof, provided that any relocated interior lot line shall not be nearer than ten (10) feet to any part of any dwelling, exclusive of overhang, and provided that no lot shall be reduced so as to reduce its size at the minimum setback line to less than sixty-five (65) feet frontage on said line. In the event of any resubdivision of any lot shown on this map, the tract so constituted shall be considered as and referred to as one lot for the purpose of these covenants and these covenants shall apply the same as if said tract has been platted as one lot on this plat. Should the owner of two adjacent lots desire to build and maintain a dwelling on both lots, then the side lot restrictions shall apply only to the extreme side lines of the combined lots.
6. Easements for installation and maintenance of utilities and private drainage and access are reserved as shown on this plat. The easement area of each lot and all improvements within the easement area shall be maintained continuously by the owner of the respective lot, except for those improvements for which a public authority or utility company is responsible. No object or improvement may be placed or constructed, either partially or wholly, and no lot owner shall otherwise do anything within the area of any drainage easement, if it prevents, impairs or diverts, in any way, the free flow of water in or through said drainage easement.
7. Satellite antenna discs, and any and all other transmitting or receiving antenna type devices, within the subdivision or on the exterior of any house within the subdivision, are prohibited. Likewise, there shall be no ham radio transmission equipment or other electronic transmission equipment operated or permitted to be operated on any lot or on any structure constructed within the subdivision.
8. No separate garages or outbuildings or auxiliary structures of any kind or nature, except garden or ornamental landscape structures, shall be erected or allowed to occupy any portion of any lot, except attached at the rear of the respective residential building or on that portion of the lot in the rear of the residence, and 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 of the main house.
9. No noxious or offensive trade or activity shall be carried on or upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighbors or the neighborhood.

10. No structure of a temporary character (trailer, tent, mobile home, motor home, basement, shack, garage, barn or other outbuilding or auxiliary structure) shall be used at any time as a residence, either temporarily or permanently.
11. No sign of any kind shall be displayed visible to the public view on any lot except one professional sign of not more than one square foot. In the case of advertising the property for sale or rent or in the case of signs used by a builder to advertise the property during the construction and sales period, one sign of not more than five square feet of advertising shall be allowed on any lot.
12. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon, in or under any lot, nor shall oil wells, tunnels, tanks, mineral excavations or shafts be permitted on, upon, or under any lot. No derrick or other structure designed for use in drilling for oil or natural gas shall be erected, maintained or permitted upon any lot.
13. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, and other normal and common household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose, provided that they are 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.
14. No fence, wall, hedge or shrub planting which obstructs sight-lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within that triangular area formed by the street property lines and a line connecting them at points twenty-five feet from the corner intersection of said street lines. The same sight-line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances, areas or such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight-lines.
15. No boat, boat trailer, house trailer, horse trailer, trailer, camper, motor home, or any similar items shall be stored on any lot, except and unless the same are kept, stored or placed in a carport or garage or to the rear of the respective lot, at least to the rear of an imaginary line across said lot which is equal distance between the front and rear walls of the residence which is constructed on said lot.
16. No commercial truck, vehicle or equipment shall be permitted to be parked or to be stored at any place on subject property. This prohibition on parking and storage shall not apply to temporary parking of trucks and/or commercial vehicles used for pick up and delivery.
17. No profession or home industry or other commercial venture shall be conducted in or on any part of the property or in any improvements thereon. In no event shall any part of the premises or any structure thereon be used as a school, child care center, kindergarten, learning center, musical instrument or voice training center, or other public building, including non-profit or charitable institutional use.

18. In order to beautify said subdivision for the benefit of all lot owners and to permit the utility companies to install utility services to each house in said subdivision, no owner of any lot within such subdivision will commence construction of any house on any lot until such owner (1) notifies the utility companies that such construction is proposed, (2) grants in writing to said companies such rights and easements as they request in connection with their construction, operation, maintenance and removal of the service lines or laterals on each lot and (3) provides at his, her, or its own expense, and in accordance with specifications to be furnished by the utilities, all excavating, trenching and backfilling which said utility company requests in connection with the installation of service or service lines or laterals on each lot.
19. Pursuant to an agreement between the owner and Alabama Power Company (APC), APC will, at its own expense, provide the owner of each lot within said subdivision, on which a house is constructed, with an outdoor metering trough or if the owner qualifies under APC's service entrance program, an outdoor house power box, to be installed by and at the expense of said owner on the rear or side exterior of each house, and subsequent to owner's completion of excavation work necessary in connection therewith, will provide and install, at its own expense, the service line extending from the incoming service point to the outdoor metering trough or house power box of said house. APC, its successors and assigns, will retain title to the service line and outdoor metering trough or house power box (exclusive of circuit breakers) servicing each said house, and said service entrance facilities provided by APC will not in any way be considered a fixture or fixtures and thereby a part of said real estate, but will remain movable personal property belonging to said APC, its successors and assigns, in accordance with applicable rules and regulations approved by the Alabama Public Service Commission. Similar agreements may be reached with other utility providers and in such event the declarant may similarly obligate the property throughout the subdivision and each lot described in this plat and the property owners thereof.
20. The declarant may amend this declaration of protective covenants without any other approvals or consents until such time as the last lot within subject property has been sold. Thereafter this declaration may be amended by the written consent of no less than sixty percent (60%) of the owners of the lots within subject property, which amendment must be recorded in the Office of the Judge of Probate of Montgomery County, Alabama, and which amendment must be approved by the Planning Commission of the City of Montgomery, who may also, within its rules, procedures and guidelines, grant variances or exceptions hereto.
21. Wherever the term "owner" or "developer" or "declarant" is used herein, it shall include Alfa Builders, Inc., its successors and assigns. These covenants and restrictions touch and benefit all of the land reflected on the above referenced plat and map and shall run with the land and shall be binding upon the land, Alfa Builders, Inc., all subsequent lot owners or land owners within subject plat area, their successors and assigns, the utilities referenced herein either specifically or generally and their successors and assigns. Invalidation of any of the foregoing covenants and restrictions, or parts thereof, shall in no way affect any other provision contained herein nor uninvalidated portion thereof. The declarant reserves the right both for itself, its successors and assigns, to change, alter, modify or amend these protective covenants in accordance with terms, provisions and requirements hereof until such time as the last lot within subject property is sold.
22. Regardless of any other provisions of these covenants, any lot within this plat may be used by the declarant or its successors and assigns as the site of a temporary lot/home sales center which may be of either permanent or temporary construction type until such time as the last lot within the plat is sold, but not thereafter.