

STATE OF ALABAMA

COUNTY OF DALE

MISC 269 276
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Sharon A. Michalic
Probate Judge
Dale County, Alabama

**AMENDED DECLARATION OF PROTECTIVE
COVENANTS OF
RED OAK SUBDIVISION**

The undersigned, Kriser Homes South, Inc., an Alabama corporation, and Timothy and Caroline Rockwell, and Hoan and Nga Vu as the owners of the lots which constitute Red Oak Subdivision, in Dale County, Alabama, do hereby consent, agree and declare that the Declaration of Protective Covenants of Red Oak Subdivision prepared and filed by Ameris Bank in the Office of the Judge of Probate of Dale County, Alabama on April 3, 2014 in Miscellaneous Book 265, Pages 287-289 shall be amended as follows;

1. **Land Use:** No lot or Living Dwelling shall be used, occupied or altered in violation of law or these Covenants, Conditions and Restrictions, so as to create a nuisance or interfere with the rights of any Owner. Each Living Dwelling shall not be used for commercial retail or industrial purposes, except for reason of in-home business, office or hobby.
2. **Architectural Control:** Home plans and architectural designs must be approved by Kriser Homes South, Inc. before construction of the Living Dwelling.
3. **Dwelling Size:** No Dwelling with a ground floor area of less than 1600 square feet of heated and cooled area shall be permitted on any residential lot.
4. **Building Construction:** A residence must be constructed of Brick, Stone, or other masonry materials approved by Kriser Homes South, Inc. that cover at least 25% of the home exterior, of which 20% minimum must be located on the front of the home. Homes located on Corner Lots must have an additional 20% (45% of total home exterior) of Brick, Stone, or other masonry material applied to the street side of the home. Other high quality exterior materials may be used but must be first approved by Kriser Homes South, Inc. The colors and materials on the homes shall be varied to improve the aesthetics of the Subdivision. Color combinations should blend well as to enhance the overall look of the home. Extreme color combinations and designs are not permitted.
 - a. **Garages.** Each Living Dwelling must accommodate a minimum of two (2) cars within an enclosed garage.
 - b. **Roofs.** Roofing materials will consist of 25-year architectural shingles or better. Roof pitch shall not be less than 6/12 over the main portion of the structure.
 - c. **Porches.** Every living dwelling shall have a front covered porch or covered entry of at least 20 square feet.
5. **Building Location:** No Living Dwelling or building shall be located on any lot nearer than 20 feet to the front property line, or nearer than 15 feet to any side street property line. The minimum side yard for any Living Dwelling is 5 feet. No Living Dwelling shall be located on any Lot nearer than 20 feet to the rear property line. Secondary structures may be located within 5 feet of rear or side property line, but no secondary structures shall be closer than 5 feet of an adjoining Lot. Secondary structures must be attractive, maintained, and be complimentary to the primary structure.

6. Home Accessory Structures and Landscaping: Patio structures, trellises, sunshades, gazebos and any other appurtenant buildings shall be constructed of materials consistent with the colors, textures and materials of the Living Dwelling. Home Accessory Structures must be attractive, maintained, and complimentary to the primary structure.

- a. Mailboxes. Mailboxes will be located in accordance with the U.S. Postmaster requirements. Each homeowner is required to install a specific mailbox, designed by Old South Ironworks. The cost shall be the responsibility of each homeowner.
- b. Antennas. All antennas are restricted to the attic or interior of the dwelling. Satellite dishes shall be allowed, provided they are screened from view whenever possible.
- c. Fences and Walls. Individual Lot fences shall be of brick, stone, wrought iron, high quality wood, or combinations of the above materials. Backyard fences shall not exceed six (6) feet in height, and front yard fences shall not exceed four (4) feet in height. Chain link fences are not allowed.
- d. Pools, Spas, Game-courts. Pools, spas, and game-courts shall be located in the back yard. No unsightly structures shall be constructed or permitted.
- e. Mechanical Equipment. All air conditioning, heating equipment, and soft water tanks must be integrated in with the landscaping. Air conditioning units are not permitted on roofs or through windows.
- f. Landscaping Guidelines and Requirements. Front yard landscaping must be in place within six (6) months of occupancy of the Living Dwelling. Landscaping of entire yard, including grass, trees, and shrubs, must be completed within twelve (12) months following completion or occupancy and shall be reasonably maintained thereafter.

7. Machinery and Equipment: No large machinery or equipment of any kind shall be placed, stored, used, operated, or maintained in, on or adjacent to any Lot, except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of a Living Dwelling or appurtenant structures.

8. Maintenance and Repair: No Living Dwelling, building, structure or landscaping and fencing upon any Lot shall be permitted to fall into disrepair and at all times shall be kept in good condition. Such obligation shall extend, but shall not be limited to, the painting, repair, replacement and care of roofs, gutters, downspouts, and exterior building surfaces.

9. Nuisances: No rubbish or debris of any kind shall be placed or permitted by an Owner upon or adjacent to any Lots, so as to render such Lot or portion thereof unsanitary, unsightly, offensive, or detrimental to other Owners. No Living Dwelling or Lot shall be used in such a manner as to obstruct or interfere with the enjoyment of occupants of other Living Dwellings or Lot.

10. Pets: All pet ownership must meet the requirements of the Dothan City animal ordinance.

11. Trash Container and Collection: All garbage and trash shall be placed and kept in covered containers. Such containers shall be maintained as not to be visible from the front road or neighboring Lots, except to make them available for collection, and then only for the shortest time necessary to effect such collection.

12. Recreational and Other Vehicles: No large trucks and commercial vehicles belonging to Owners or other residents of the Living Dwelling shall be parked with or adjacent to the Lot, except temporary parking, not to exceed 72 hours. No motor vehicle of any kind shall be repaired, constructed, or reconstructed upon any Lot driveway or front of a dwelling, private or public street, except that these restrictions shall not apply to emergency repair to vehicles. Boats and motor homes, or recreational vehicles, other than regularly used passenger cars and light trucks, must be kept on side or rear yards behind the front yard setback, and obscured from the front view.

13. Temporary Buildings. No trailer, mobile home, or modular home shall be used as a residence, temporarily or permanently.

14. HOA: A homeowners association shall be established by Red Oak Subdivision home and lot owners.

15. Term: The covenants are to run with the land and shall be binding on all parties and all persons claiming under them.

16. Enforcement: If the parties hereto, or any of them or their heirs or assigns shall violate or attempt to violate any other covenants herein it shall be lawful for any of the person or persons owning any real property situated in said development or subdivision or adjoining properties to prosecute, proceeding at law, or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from doing, to recover damages or their dues for such violations.

17. Severability: Invalidations of any of these covenants by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

The undersigned owner further declares that except to the extent of the aforesaid amendments, the provisions of the Declaration of Protective Covenants of Red Oak Subdivision filed in Miscellaneous Book 265, Pages 287-289 not otherwise inconsistent with these amendments shall remain in force and effect. The undersigned owner finally declares that these amendments are reasonable and not inconsistent with the general scheme or plan of the Red Oak Subdivision.

KRISER HOMES SOUTH, INC.
Owners

Ryan Kriser 12/16/14
By: Ryan Kriser / Date
President

Hoan Vu 12/18/14
Nga Vu 12/18/14
Owners(s) Lot 20, Block A / Date
Hoan and Nga Vu

RETU
Drew Kriser 12/16/14
By: Drew Kriser / Date
Secretary/ Treasurer

Timothy Rockwell 12/16/14
Caroline Rockwell 2/16/14
Owner(s) Lot 35, Block A / Date
Timothy and Caroline Rockwell

10.00
9.00
19.00