

Oak Ridge Forest  
Home Association

Declaration

Phase VI, VII

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by Greenlake, Inc., hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Coffee, State of Alabama, which is more particularly described as follows:

From the Southeast corner of the NE ¼ of the NE ¼ of Section 2, Township 3 North, Range 22 East, Coffee County, Alabama, run THENCE North 87 degrees 30 minutes West for a distance of 708.64 feet to the POINT OF BEGINNING: THENCE North 87 degrees 30 minutes West for a distance of 761.74 feet to the easterly right of way of Alabama Highway 167 THENCE North 34 degrees 13 minutes West for a distance of 495.95 feet along said right of way THENCE North 55 degrees 47 minutes East for a distance of 285.09 feet THENCE South 87 degrees 30 minutes East for a distance of 259.70 feet THENCE North 81 degrees 11 minutes East for a distance of 50.99 feet THENCE South 87 degrees 30 minutes East for a distance of 150.00 feet THENCE South 02 degrees 30 minutes West for a distance of 210.00 feet THENCE South 87 degrees 30 minutes East for a distance of 330.00 feet THENCE South 02 degrees 30 minutes West for a distance of 150.00 feet THENCE South 36 degrees 09 minutes East for a distance of 64.02 feet THENCE South 02 degrees 30 minutes West for a distance of 168.00 feet to the POINT OF BEGINNING. Together with and subject to covenants, easements, and restrictions of records. Said property contains 10.18 acres more or less.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any rights, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

The Oak Ridge Forest Home Association grants to all of the properties described above, a nonexclusive easement to use, for recreational purposes, any impounded water within the following described area owned by the Association:

All that portion of the S1/2 of the SE1/4, Section 35, Township 4 North, Range 22 East, lying north and east of U.S. Highway #84. All that portion of N1/2 of N1/4, Section 2, Township 3 North, Range 22 East, lying north and east of U.S. Highway #84. Containing 140 acres, more or less.

ARTICLE I: DEFINITIONS

Recorded In OFFREC BK 202 PG 795, 11/12/2002 03:22:32 PM  
William O. Gammill, Probate Judge, Coffee County, AL

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Section 1. "Association" shall mean and refer to Oak Ridge Forest Home Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property here-in-before described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Lot number 24, Oak Ridge Forest Subdivision

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Greenlake, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

## ARTICLE II: PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument

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agreeing to such dedication or transfer signed by 2/3rds of the votes of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

### ARTICLE III: MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member's shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership, or

(b) on January 1, 2006.

### ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (1) annual assessments or charges; and
- (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a

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continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Areas and traffic islands within the street rights-of-way.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be one hundred dollars (\$100) per Lot.

(a)

From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b)

From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds [2/3] of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c)

The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repairs or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds [2/3] of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any

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action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

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ARTICLE V: ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI: GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional land within the area described as follows:

All that portion of the S 1/2 of the SE 1/4, Section 35, Township 4 North, Range 22 East, lying north and east of U.S. Highway #84. All that portion of N 1/2 of NE 1/4, Section 2, Township 3 North, Range 22 East, lying north and east of U.S. Highway #84, Containing 140 acres, more or less; AND A parcel of land containing 10 acres more or less and being more particularly described as follows: All of the SE 1/4 of the SW 1/4, Section 35, T4N, R22E, northeast of U.S. Highway 84,

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Coffee County, Alabama. Less and except a lot containing one acre, more or less, heretofore conveyed by L.R. Ellis to Romulus Ellis.

may by annexed by the Declarant without the consent of the members within 15 years of the date of this instrument.

#### ARTICLE VII: USAGE RESTRICTIONS

The Declarant does hereby covenant and agree for itself, its successors and assigns, that the following reservations, restrictions, and covenants shall be and are hereby imposed upon each and every lot:

All lots in the subdivision hereinabove mentioned shall be known and described as residential lots. No structures shall be erected, altered, placed, or permitted to remain on any residential building lot other than one detached single unit family dwelling not to exceed two stories in height and a private garage, and other outbuildings incidental to residential use of the lot.

The type of construction of each dwelling must be such that the quality of workmanship and materials will compliment the pattern of the subdivision and must be approved by the Architectural Control Committee.

No building shall be located on any lot nearer than 35 feet to the front lot line, or nearer than 35 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line, except that a 10-foot minimum side yard will be permitted for a garage or other permitted accessory building located 40 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 35 feet to the rear lot line. For the purposes of these covenants, eaves, steps, and open porches shall not be considered as a part of the building. An exception to the setback restrictions is made in the case of Lot 48, the shape of which does not lend itself to them. The setbacks on Lot 48 shall be governed solely by the Architectural Control Committee.

No dwelling shall be built less than 4.5 feet above lake water level.

The Architectural Control Committee shall have the authority to waive the above minimums on any lots at their descretion in order to improve the general appearance.

No dwelling shall be permitted on any lot unless the ground floor areas of the main structure, exclusive of one-story open porches and garages, shall be greater than 1,800 square feet for a dwelling of one-story, and greater than 1,300 square feet for a multi-story.

All structures shall be built in conformance with locally recognized Building, Electrical, Plumbing, and Health Codes.

No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having area of less than 15,990 square feet.

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.

No structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

Each residence built shall use only electricity as a source of energy. Heating and cooling of the residence shall be accomplished through the use of high efficiency heat pumps meeting the following specifications:

#### Minimum Seasonal Energy Efficiency Rating of Heat Pumps

System Type	Minimum SEER
Split System	8.5
Package System	8.0

#### Coefficient of Performance of Heat Pumps

Temperature	COP
47 degrees F.	2.5
17 degrees F.	1.8

#### Maximum Installed Cooling Capacity

The maximum installed cooling capacity of the heat pumps shall not exceed that calculated in the following expression:

$$\{SEER / (\text{Minimum SEER})\} \{(\text{House Area in Sq. Ft.}) \times 12 + 6000\}$$

#### Maximum Heat Gain of Construction



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The construction of the residence shall be such that the maximum heat gain, by manual J calculations, shall not exceed 14 BTUH/Sq.Ft.

A lot Owner violating any of the above requirements regarding energy type, heat pump specification, or energy efficiency of construction, shall be required to pay a one time fee of \$350 to the electric utility company.

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than fifteen square feet advertising the property for sale or rent, or signs used by a builder to advertise the property or construction during the construction and sales period.

There is to be no business of whatsoever nature conducted on any residential property, including the rendering of personal services on the premises.

No oil drilling, oil development operations, oil refining, quarrying of mining operations of any kind shall be permitted upon any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts 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.

No farm animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. No waste shall be kept except in sanitary containers; all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. There shall be no dumping or drainage of any waste into the lake or drainway.

Easements to each individual lot for installations and maintenance of utilities and drainage facilities are reserved on the rear five feet of the lot, plus an adjacent twelve foot strip three feet wide on each side lot line where overhead guys are necessary. The granting of this easement or right of access shall not prevent the use of the area by the owner for any permitted purpose except for building. A right of pedestrian access by way of driveway or open lawn area shall 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.

Lake Restrictions.

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1. No seawalls or other structures except piers shall be built outside the rear lot line.
2. No boat motors except electric-type shall be allowed in the lake.
3. Plans for all piers shall be reviewed and approved by the Architectural Control Committee before construction.
4. No boats over 14 feet in length shall be permitted in the lake.
5. Every four years beginning 1990 the Lake level will be lowered by four feet for one month to allow maintenance of piers.

Water Supply. No individual water-supply system shall be permitted on any lot unless such system is located, constructed, and equipped in accordance with the requirements, standards, and recommendations of both state and local public health authorities. Approval of such systems installed shall be obtained from such authority.

Sewage Disposal. No individual sewage-disposal system shall be permitted on any lot unless such system is designated, located, and constructed in accordance with the requirements, standards, and recommendations of both state and local health authorities. Approval of such systems as installed shall be obtained from such authority.

Sight Distance At Intersections. No fence, wall, hedge, or shrub planting 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 a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. 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.

Driveway Turnouts. Each driveway turnout shall be of formed and poured concrete, and must meet the geometry and detail specifications of the engineering drawings of the streets.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 12<sup>th</sup> day of NOVEMBER, 2007.

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GREENLAKE. INC., Declarant

BY: 

J. Ed Lammon, President

This Instrument Prepared By:

J. Ed Lammons, D.M.V.  
101 Oak Street  
Enterprise, Alabama 36330