



CITY OF PRATTVILLE

BILL GILLESPIE, JR.
MAYOR

CITY COUNCIL

WILLIE WOOD, JR.
PRESIDENT
DISTRICT 2

ALBERT C. STRIPLIN
PRESIDENT PRO TEMPORE
DISTRICT 1

DENISE B. BROWN
DISTRICT 3

JERRY STARNES
DISTRICT 4

GARY L. WHITESIDE
DISTRICT 5

RAY C. BOLES
DISTRICT 6

LORA LEE BOONE
DISTRICT 7

City of Prattville Planning Commission

The minutes of the June 18, 2015 meeting of the City of Prattville Planning Commission were approved.

10/15/15

Tim Smith, Chairman

Date

Planning & Development Department

102 West Main Street ■ Prattville, Alabama 36067 ■ 334-595-0500 ■ 334-361-3677 Facsimile
planning.prattvilleal.gov



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CITY OF PRATTVILLE PLANNING COMMISSION

AGENDA
June 18, 2015
3:00pm

Call to Order:

Roll Call:

Mayor Gillespie, Councilman Boles, Chairman Smith, Vice-Chairman Gardner, Chief Johnson, Mrs. Carpenter, Mr. Hindman, Mr. McAuley, and Mr. Nelson.

Minutes:

March 19, 2015, April 16, 2015 and May 21, 2015

Old Business:

1. Preliminary Plat: Oak Creek Plat 3
Location: Dunvegan & Portree Drive
Owner: Magna Development & Builders, LLC
Engineer/Representative: Larry Speaks & Associates
2. Zoning: M-1 (Light Industrial)
Horace Davis Property
Location: County Road 4 at Jensen Road
Petitioner: Horace Davis
Representative: Larry E. Speaks & Associates

Held 3/19, 4/16, 5/21
District 1

Held 5/21
District 2

New Business:

3. Preliminary Plat: Oaks of Buena Vista Plat 5
Location: Buena Vista Blvd. & Cotton Blossom Way
Owner: Oaks of Buena Vista, LLC
Representative: Larry Speaks & Associates
4. Preliminary Plat: Oaks of Buena Vista Plat 6
Location: Vintage Way
Owner: Oaks of Buena Vista, LLC
Representative: Larry Speaks & Associates
5. Final Plat: Oaks of Buena Vista Plat 4-B
Location: Buena Vista Blvd.
Owner: Oaks of Buena Vista, LLC
Representative: Larry Speaks & Associates

Public Hearing
District 7

Public Hearing
District 7

District 7

Miscellaneous:

Adjourn:

Planning & Development Department

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**CITY OF PRATTVILLE PLANNING COMMISSION
MINUTES**

June 18, 2015

Call to order:

Chairman Tim Smith called the meeting to order at 3:04 p.m.

Roll Call:

The secretary called the roll. Present: Mayor Bill Gillespie, Chairman Tim Smith, Vice-Chairman Reuben Gardner, Chief Dallis Johnson, Mrs. Paula Carpenter, Mr. Mark Hindman and Mr. Bobby Nelson. Absent: Councilman Ray Boles, and Mr. Roy McAuley.

(Quorum present)

Staff present: Mr. Joel Duke, City Planner and Ms. Alisa Morgan, Secretary.

Minutes:

None

Old Business:

- 1. Preliminary Plat: Oak Creek Plat 3**
Location: Dunvegan & Portree Drive
Owner: Magna Development & Builders, LLC
Engineer/Representative: Larry Speaks & Associates

Mr. Duke the preliminary plat of Oak Creek 3 had been held previously to work out water pressure issues. He stated that they are working on the matter but had not been resolved.

Greg Gillian of Larry Speaks & Associates, petitioner's representative, stated that the developer is willing to hold the request until the question is resolved.

Mr. Nelson moved to hold the item until August 2015 with applicant's consent. Mayor Gillespie seconded the motion.

The motion to hold passed by unanimously.

- 2. Zoning: M-1 (Light Industrial)**
Horace Davis Property
Location: County Road 4 at Jensen Road
Petitioner: Horace Davis
Representative: Larry E. Speaks & Associates

Chairman Smith stated the subcommittee met on June 16. As a result of the meeting the petitioner has requested to hold the matter until the next meeting. In addition, residents who were in attendance at the committee meeting requested an opportunity to speak to the Commission.

Chairman Smith recognized those wanting to address the Commission.

Tanzania Johnson, 212 County Road 4 West, concerned that the proposed zoning and possible development would cause potential displacement of the neighborhood.

Reverend Freddie Fox, representing Spring Hill Church, stated that the proposed zoning could have a negative impact on the existing community. He stated that more information is needed regarding the type of development that is proposed for the property.

Kimberly Pickett, 165 E. Sixth Street Apt. D, spoke concerning the safety of the children that reside in the neighborhood and those that attend the Boys & Girls Club and Spring Hill Park located in the area. She stated that the zoning was not wise for the existing community.

Councilman Willie Wood, representing District 2, stated that he was concerned about the mass rezoning of the property's 230 acre with no specified proposal of development.

Stephen Speaks of Larry E. Speaks & Associates, petitioner's representative, stated that they had met the committee and agreed to meet again on July 7. He expected bring a sketch plan proposal for development of the subject property.

Mr. Duke stated that issues discussed at the committee meeting were:

1. Entire property (230 acre) zoned M-1
2. Idea of roads connecting to Jensen Road
3. Alternative land uses

Mr. Duke stated that those items of discussion were held until the next committee meeting schedule for July 7, 2015 at 4:00.

Mayor Gillespie moved to hold the request. Mr. Nelson seconded the motion.

The motion to hold passed unanimously.

New Business:

- 3. Preliminary Plat: Oaks of Buena Vista Plat 5**
Location: Buena Vista Blvd. & Cotton Blossom Way
Owner: Oaks of Buena Vista, LLC
Representative: Larry Speaks & Associates

Greg Gillian of Larry Speaks & Associates, petitioner's representative, introduced the preliminary plat of Oaks of Buena Vista Plat 5.

Chairman Smith opened the public hearing. There were none to speak. The public hearing was closed.

Mrs. Carpenter introduced a resolution recommending approval of the preliminary plat of Oaks of Buena Vista Plat 5 and moved for its approval. Mr. Gardner seconded the motion.

Mr. Duke provided the staff report for the preliminary plat of Oaks of Buena Vista Plat 5. He stated that there were minor items to be cleared on a resubmitted plat. He recommended approval.

The motion to approve passed unanimously.

- 4. Preliminary Plat: Oaks of Buena Vista Plat 6**
Location: Vintage Way
Owner: Oaks of Buena Vista, LLC
Representative: Larry Speaks & Associates

Chairman Smith opened the public hearing. There were none to speak. The public hearing was closed.

Mrs. Carpenter introduced a resolution recommending approval of the preliminary plat of Oaks of Buena Vista Plat 6 and moved for its approval. Mr. Nelson seconded the motion.

Greg Gillian of Larry Speaks & Associates, petitioner's representative, introduced the preliminary plat of Oaks of Buena Vista Plat 6. He stated that the property extend the cul-de-sac of Vintage Way. He stated that annexation of the property is in the process.

Mr. Duke provided the staff report of the preliminary plat of Oaks of Buena Vista Plat 6. He stated that the subdivision meets city guidelines. He suggested that any approval be made contingent upon sewer connection or annexation.

Mayor Gillespie moved to approve contingent upon annexation into city limits. Mrs. Carpenter seconded the motion.

The motion to amend passed unanimously.

The motion to approve the amended motion passed unanimously.

5. Final Plat: Oaks of Buena Vista Plat 4-B
Location: Buena Vista Blvd.
Owner: Oaks of Buena Vista, LLC
Representative: Larry Speaks & Associates

Mr. Gardner introduced a resolution recommending approval of the final plat of Oaks of Buena Vista Plat 4-B and moved for its approval. Mr. Nelson seconded the motion.

Greg Gillian of Larry Speaks & Associates, petitioner's representative, introduced the final plat of Oaks of Buena Vista Plat 4-B. He stated that this is the remaining property approved under the preliminary plat for Plat 4.

Mr. Duke provided the staff report of the preliminary plat of Oaks of Buena Vista Plat 4-B. He stated that the subdivision is substantially complete.

The motion to approve passed unanimously.

Miscellaneous Business:

Mr. Duke presented the complete study of the Martin Luther King (MLK) Neighborhood Study for review. He stated that the adoption process would require a public hearing and an amendment to the master plan.

Adjourn:

The meeting was adjourned at 4:00 p.m.

Respectfully submitted,



Alisa Morgan, Secretary
Prattville Planning Commission



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MEMORANDUM

DATE: June 16, 2015
TO: Prattville Planning Commission
FROM: Joel T. Duke, City Planner
RE: June 18, 2015 - Agenda

Please accept this memorandum as the Planning Department staff report for items on the June 18, 2015 agenda.

- 1. Preliminary Plat – Oak Creek, Plat 3 – Dunvegan Drive and Portree Drive:** In July 2002, the Planning Commission granted approval for the sketch plan of the Oak Creek Subdivision. The initial phase of 54 lots extending Live Oak Drive from Court Street to Upper Kingston Road was completed in January 2005. In July 2007, the Commission approved a request by Mack Post to revise the initial sketch plan to reconfigure the remaining 52 acres north of Live Oak Drive into 115 single-family lots zoned R-3. At the March 2015 Commission meeting, Magna Development and Builders, LLC proposed development of 49 of the sketch plan lots in two separate preliminary plats. The first plat (Plat 2) contained two lots and a short street extension on the north end of Portree Drive. The Commission granted approval for the Plat 2 on March 19, 2015. The second plat (Plat 3) contains 47 lots on extensions of Dunvegan Drive and Portree Drive. The street and lot layouts are consistent with the approved sketch plan. After discussion regarding the availability of water pressure and flow, the Commission elected to hold the request until the April meeting. The plat was held at the request of the applicant at the April 16 and May 21 meetings. At this time, the applicant and the Prattville Water Works Board are working to address the water pressure question.
- 2. Zoning: M-1 (Light Industrial) - Horace Davis Property - County Road 4 at Jensen Road:** The request to rezone 230 acres south of County Road 4 was tabled and sent to committee following a public hearing on May 21. A subcommittee (Hindman, Gardner, and

Smith) met with the petitioner on June 16 to review the request and discuss alternatives. The committee will provide a report at the June 18 meeting.

3. **Final Plat: Oaks at Buena Vista, Plat 4-B – North end of Buena Vista Boulevard:** On June 19, 2014, the Oaks of Buena Vista, LLC received Planning Commission approval for a preliminary plat containing 50, R-5 zoned residential lots on an extension of Buena Vista Boulevard. The petitioner is requesting approval of a final plat, Oaks at Buena Vista, Plat 4-B, containing 18 of the approved lots. The subdivision is substantially complete. Staff recommends approval.

Included with this memorandum for your review are:

- Attachment A: Oaks at Buena Vista, 4-B, 5 and 6 - Location Map
- Attachment B: Oaks at Buena Vista, 4-B, final plat layout

4. **Preliminary Plat – The Oaks of Buena Vista, Plat 5 – Buena Vista Boulevard and Cotton Blossom Way:** The Oaks of Buena Vista, LLC requests approval of a 30 lot subdivision contained in 5.61 acres at the northern end of Buena Vista Boulevard and Cotton Blossom Way. The subdivision's typical lot is 45' x 135' fronting the required 50' right-of-way street. The plat matches the sketch plan approved by the Commission and R-5 zoning approved by the City Council on May 5, 2014. City staff has reviewed the development and requested minor changes. All outstanding items are expected to be resolved by hearing time. Recommend approval.

Included with this memorandum for your review are:

- Attachment C: Oaks at Buena Vista, 5, final plat layout

5. **Preliminary Plat – The Oaks of Buena Vista, Plat 6 – Buena Vista Boulevard:** The Oaks of Buena Vista, LLC requests approval of a 12 lot subdivision contained in 3.07 acres at the current end of Vintage Way. The subdivision's typical lot is 45' x 135' fronting the required 50' right-of-way street. The plat is located outside the city limits. Connection to the city's sanitary sewer will not be permitted without annexation or approval by the City Council. Recommend tabling item until annexation or sewer question can be resolved.

Attachment D – Plat 6 – Overall Layout

If you have any questions concerning these items, please do not hesitate to contact me or stop by the office.



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DISTRICT 7

MEMORANDUM

DATE: June 18, 2015

TO: Tim Smith, Chairman, Planning Commission

FROM: Joel T. Duke, City Planner 

RE: Requests to Address the Commission

On June 11, 2015, I was invited by Councilman Willie Wood to speak to residents of the Spring Hill neighborhood about the Davis rezoning currently on the agenda. During the meeting, a few residents asked if they would be allowed to speak to the Commission at the June 18 meeting. I informed them that the meeting is not a public hearing, but attendees may speak if recognized by the chairman.

The following individuals asked to be recognized to speak before action is taken on the Davis rezoning:

1. Tanzania Johnson
2. Beverly Carroll
3. Reverend Freddie Fox
4. Councilman Willie Wood

Planning & Development Department

Prattville Planning Commission
Sign-In Sheet
6/18/15
3:00 p.m.

Name	Address
1. TANZANIA Johnson	212 County Rd 4 West
2. Willie Wood Jr.	City Hall/City Council
3. Rev. Freddie Zep	746 Clark St, Montgomery AL
4. Kimberly Pickett	165 E Sixth St APT D
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RESOLUTION

Preliminary Plat

The Oaks of Buena Vista Plat 5

June 18, 2015

Whereas, The Oaks of Buena Vista, LLC, is the owner of The Oaks of Buena Vista Plat 5; and

Whereas, the proposed development is located inside the city limits off Buena Vista Boulevard; and

Whereas, the sketch plan for the proposed development was approved January 5, 2006; and

Whereas, a public hearing for the proposed development was heard on June 18, 2015; and

Whereas, the required city departments have reviewed and commented on the proposed preliminary plat.

Now, Therefore, Be It Resolved, that the City Of Prattville Planning Commission hereby gives its favorable review of the preliminary plat of The Oaks of Buena Vista Plat 5.

Approved:



Tim Smith, Chairman



Alisa Morgan, Secretary

**The motion to approve passed unanimously.
6/18/15**

LOCATION MAP

The Oaks at Buena Vista, Plats 4B, 5 and 6

ATTACHMENT A



Legend

 County Tax Parcel

1 inch = 300 feet

Aerial photography date:
March 2010

Oaks at Buena Vista 4B

Oaks at Buena Vista 5

Oaks at Buena Vista 6

BUENA VISTA BLVD

OLD MILL WY

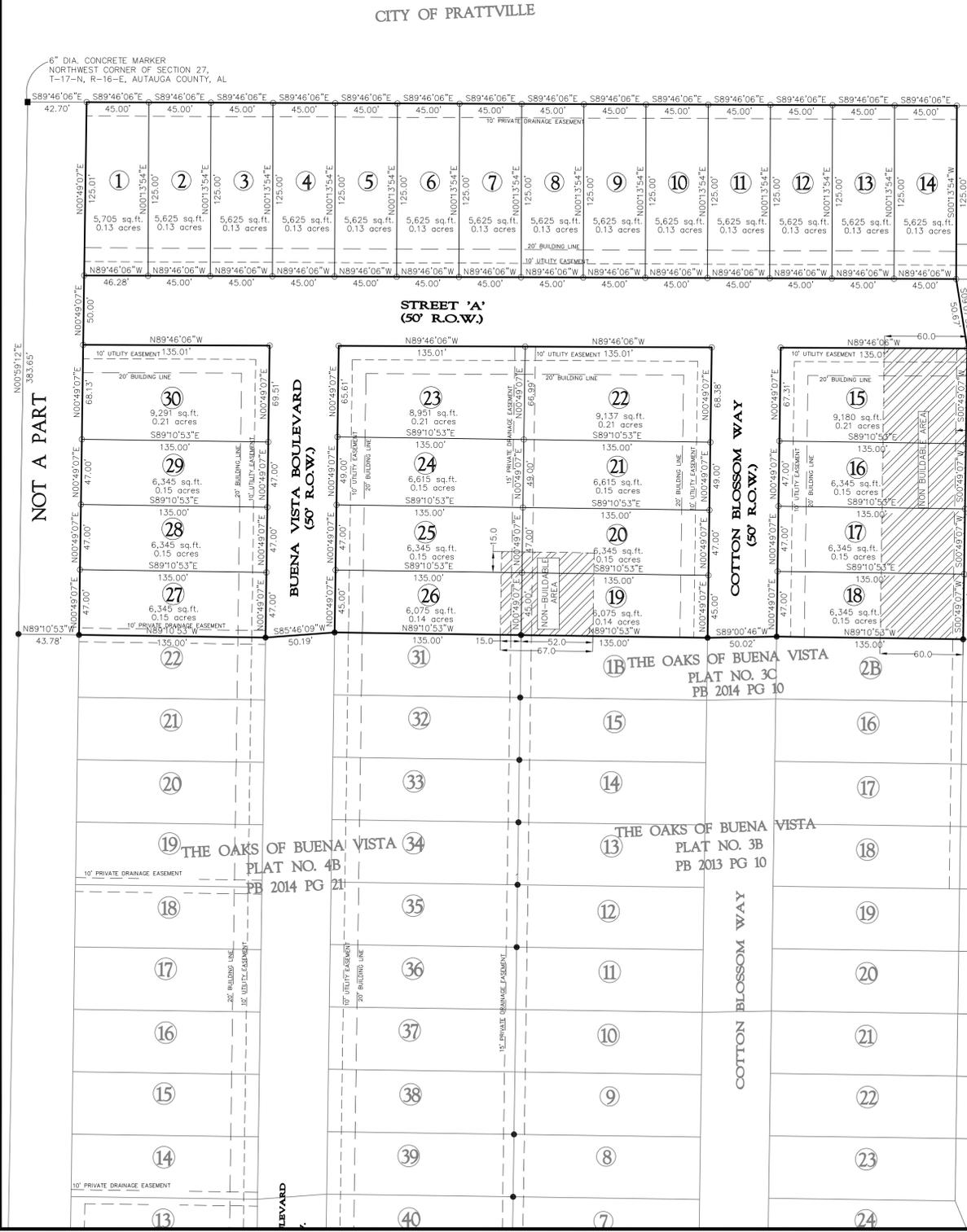
VINTAGE WY

BUENA VISTA LP

CO RD 4 E



Note: Please note the Restricted (Non-buildable area) shown on Lots 15-20 & 25-26. These areas were used as a borrow source to establish final grades for the roadway and building pads on a previous development. This area was then filled with topsoil material. Construction of any structure is prohibited in these areas.



STATE OF ALABAMA COUNTY OF AUTAUGA I, Gregory M. Gillian, a Licensed Professional Engineer and Licensed Professional Land Surveyor of Autauga County, Alabama, hereby certify that I have surveyed the property of The Oaks of Buena Vista, LLC, an Alabama Limited Liability Corporation, situated in Autauga County, Alabama, Vista and more particularly described as follows: Begin at an iron pin known as the Northeast Corner of Lot 2B of The Oaks of Buena Vista Plat No. 30, as recorded in Plat Book 2014, at Page 10, in the Office of the Judge of Probate, Autauga County, Alabama for the herein parcel of land; thence N 89°10'53.3\"/>

And that the plat or map contained herein is a true and correct map showing the subdivision into which the property described is divided giving the length and bearings of the boundaries of each lot and its number and showing the streets, alleys and public grounds and giving the bearings, length, width and name of the streets, said map further shows the relation to the land so platted to the Government Survey, and that permanent monuments have been placed at point marked thus (o) as hereon shown, and I further certify that all parts of this survey and drawing have been completed in accordance with the current requirements for the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief.

WITNESS my hand this _____ day of _____, 2015.

Gregory M. Gillian Alabama Registration No. 16163

DEDICATION: I, James B. Marshall, Jr., as Manager of The Oaks of Buena Vista, LLC, an Alabama limited liability company, have caused the land embraced in the within plat to be surveyed, laid out and platted to be known as The Oaks of Buena Vista Plat No. 33 said subdivision lying in Section 27, T-17-N, R-16-E Autauga County, Alabama, and that the streets, drives, alleys, sewer easements, etc. shown on said plat are hereby dedicated to the use of the Public.

PROPERTY OWNER ACKNOWLEDGMENT: STATE OF ALABAMA COUNTY OF AUTAUGA I, _____, a Notary Public in and for said County and State, do hereby certify that James B. Marshall, Jr., whose name as Manager of The Oaks of Buena Vista, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

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

Notary Public My Commission Expires: _____

DEDICATION: I, _____, as _____ of ServisFirst Bank here join in, consent to, ratify and approve this plat.

ServisFirst Bank Its _____

ACKNOWLEDGMENT: STATE OF ALABAMA COUNTY OF MONTGOMERY I, _____, a Notary Public in and for said County and State, do hereby certify that _____, whose name as _____ of ServisFirst Bank, a banking corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

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

Notary Public My Commission Expires: _____

CERTIFICATE OF APPROVAL BY THE AUTAUGA COUNTY HEALTH DEPARTMENT The undersigned, as authorized by the Autauga County Health Department, Alabama, hereby accepts the within plat for the recording of same in the Probate Office of Autauga County, Alabama, this the _____ day of _____, 2015.

CERTIFICATE OF THE WATER WORKS BOARD The undersigned, as authorized by the Water Works Board of the City of Prattville, Alabama, hereby accepts the within plat for the recording of same in the Probate Office of Autauga County, Alabama, this the _____ day of _____, 2015.

CERTIFICATE OF THE PRATTVILLE FIRE DEPARTMENT The undersigned, as authorized by the Fire Department of the City of Prattville, Alabama, hereby accepts the within plat for the recording of same in the Probate Office of Autauga County, Alabama, this the _____ day of _____, 2015.

CERTIFICATE OF THE CITY ENGINEER: The undersigned, as the City Engineer of the City of Prattville, Alabama, hereby accepts the within plat for the recording of same in the Probate Office of Autauga County, Alabama, this the _____ day of _____, 2015.

CERTIFICATE OF APPROVAL BY THE DIRECTOR OF PLANNING & DEVELOPMENT The undersigned, as Director of Planning and Development of the City of Prattville, Alabama, hereby accepts the within plat for the recording of same in the Probate Office of Autauga County, Alabama, this the _____ day of _____, 2015.

CERTIFICATE OF APPROVAL BY THE COUNTY ENGINEER The undersigned, being the County Engineer of Autauga County, Alabama, hereby accepts the within plat for the recording of same in the Probate Office of Autauga County, Alabama, this the _____ day of _____, 2015.

DECLARATION OF PROTECTIVE COVENANTS CONDITIONS AND RESTRICTIONS FOR THE OAKS OF BUENA VISTA PLAT NO. 5

By adoption of this plat, The Oaks of Buena Vista, L.L.C., 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, trapezoidures and other appliances and said facilities used or necessary in connection therewith, for the underground 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 underground service laterals from said easements to serve the building or buildings on each lot herein.

By adoption of this plat, The Oaks of Buena Vista L.L.C., the owner of all of the lots and lands embraced herein, hereby adopts the following protective covenants and imposes them upon the property comprising 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 (10) 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 process of law or in equity against the persons, 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.

Any Covenant, Condition or Restriction set out herein shall be subject to any zoning requirement or governmental standard or requirements which shall be more restrictive, to the effect that no owner should interpret these covenants, conditions and restrictions to allow the owner to violate any such zoning requirement or governmental standard.

- 1. No lot shall be used except for single family residential purpose.
2. No buildings, or additions thereto, shall be erected, altered, placed, or permitted to remain on any lot herein other than one (1) detached single-family dwelling not to exceed two and one-half (2 1/2) stories in height. This covenant shall not be construed to prevent necessary outbuildings as hereinafter authorized and provided, nor prohibit a private garage for not more than two (2) automobiles so long as such meets the other requirements of the covenants, conditions and restrictions. No buildings or additions thereto, nor any fencing shall be erected, altered or placed on any lot until plans and specifications have been approved by the Architectural Review Board, as hereinafter detailed.
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 1,200 square feet. For the purpose of this paragraph, one-half (1/2) of the square footage (up to a maximum of 200 square feet) of an attached and enclosed garage shall be considered in the minimum square footage for a dwelling provided, however, that garage doors are installed and the exterior finish of the attached garage is the same as that of the main residence. The garage walls and ceiling must be completely finished with sheetrock and a continuous wood base and garage door must be electrically operated with a remote. A carport under a roof which is attached to a dwelling shall not be considered as a garage for this purpose.

No dwelling shall be constructed in excess of two (2) stories in height, except that the area of the dwelling which is normally considered to be a basement or the attic area can be used for above ground living space so long as the normal roof line of a two (2) story dwelling is maintained (as viewed from the street directly in front of the lot), with the resulting dwelling being referred herein as a two and one-half (2 1/2) story dwelling.
4. No building shall be located 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, or to any interior lot line that is located on the plat. The purpose of this paragraph is to provide for the uniformity of the lots of the recording date of this plat. Side yards shall not be less than five (5) feet. The rear yard of any residence on any interior lot shall not be less than fifteen (15) feet.

No dwelling shall be erected or placed on any lot having a width of less than forty-five (45) feet at the minimum set back line, except that dwellings may be erected on any lot as originally platted. 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 subdivision thereof, provided that any relocated interior lot line shall not be nearer five (5) feet of any dwelling, exclusive of overhang, and provided that no lot shall be reduced so as to reduce its width at the minimum setback line to less than forty-five (45) feet. In the event of any subdivision of any lot shown on this plat, the tract so constituted shall be considered as one lot for the purpose of these covenants. The owners of two (2) adjacent lots desire to build and maintain a dwelling on both lots, then the side lot restrictions shall apply only to the extreme sides of the combined lots.

All construction once begun must be pursued to completion with due diligence. Exposed metal chimneys of pre-fabricated fireplaces are prohibited on the front or side of houses. Fences are to be constructed of chain link, brick or fence grade wood. Chain link fences must not exceed four (4) feet in height, nor be barbed wire, and must be painted. The minimum pitch minimum is to be six (6) to twelve (12) feet. No exposed concrete block on any front elevation is permitted. All driveway designs must accommodate parking for a minimum of two (2) vehicles.
7. 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 which would interfere with the use of any of the easements. In any way, the free flow of water in or through said drainage easement. No fences will be allowed within a drainage easement shown on the plat.

No separate garages or outbuildings or auxiliary structures of any kind or nature, except garden or ornamental structures, shall be erected or placed to occupy any portion of 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, but no event any metal outbuildings permitted on any lot.
9. No noxious or offensive trade or 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 neighbors or neighborhood.

No structure of a temporary character (trailer, tent, mobile home, motor home, basement, shack, garage, barn, 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 (1) professional sign of not more than one (1) 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 sale period, one sign of not more than five (5) square feet of advertising shall be allowed on any lot.

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 of oil or natural gas shall be erected 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 purposes, provided that they are kept in reasonable numbers (maximum of 3) and under reasonable conditions so not to create a nuisance and not to otherwise unreasonably disturb the neighbors or the neighborhood.

No fence, wall, hedge, or shrub planting which obstructs sight lines on elevations between two (2) and six (6) feet above the roadway 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 (25) feet from the corner intersection of said street lines. The same sight line limitations shall apply on any lot within ten (10) 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, trailer, camper, motor home, or any similar items shall be stored on any lot, except unless the same are kept stored or placed 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.

Regardless of any provisions of these covenants, any lot within this plat may be used by the decedent 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.
17. The decedent 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 (60) percent of the owners of the lots within subject property, which amendment must be recorded in the Office of the Judge of Probate, Autauga County, Alabama, and which amendment must be approved by the Planning Commission of the City of Prattville, who may also, within its rules, procedures and guidelines, grant variances or exceptions thereto.

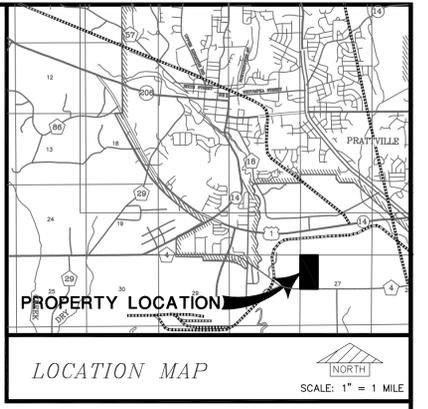
OFFICE OF THE JUDGE OF PROBATE STATE OF ALABAMA AUTAUGA COUNTY I hereby certify that this Plat or Map was filed in this Office this the _____ M, and recorded in Book _____ of Plats and Maps, Page _____ o'clock Recording _____ paid.

CITY ENGINEER Prattville, Alabama

DIRECTOR OF PLANNING & DEVELOPMENT Prattville, Alabama

COUNTY ENGINEER Autauga County Engineer

THE OAKS OF BUENA VISTA PLAT NO. 5 Autauga County, Alabama



*BEARINGS ROTATED TO MATCH OAKS OF BUENA VISTA PLAT NO. 1 AS RECORDED IN PB 2007 PG 6 IN THE OFFICE OF THE JUDGE OF PROBATE, AUTAUGA COUNTY, ALABAMA

- NOTES: 1. ALL EASEMENTS OR RIGHTS-OF-WAY, EXCEPT UTILITY, PRIVATE EASEMENTS, COMMON EASEMENTS OR EASEMENTS FOR SANITARY SEWERS OR WATER MAINS SHOWN ON THE PLAT ARE HEREBY DEDICATED TO THE MUNICIPALITY OF PRATTVILLE, ALABAMA, AND/OR THE COUNTY OF AUTAUGA, ALABAMA, FOR PUBLIC USE. EASEMENTS INCLUDE THE RIGHTS OF INGRESS AND EGRESS BY CITY AND COUNTY EMPLOYEES FOR MAINTENANCE OF THE PROPERTY INCLUDED IN THESE EASEMENTS. NO PERMANENT STRUCTURES MAY BE PLACED ON ANY EASEMENT SHOWN.
2. EASEMENTS FOR WATER MAINS, IF NOT PREVIOUSLY DEDICATED, ARE HEREBY DEDICATED TO THE WATER WORKS BOARD OF THE CITY OF PRATTVILLE, ALABAMA, ITS SUCCESSORS OR ASSIGNS. EGRESS AND ACCESS IN THE INSTALLATION AND MAINTENANCE OF WATER MAINS AND THEIR APPURTENANCES. NO PERMANENT STRUCTURES MAY BE ERRECTED OVER ANY PART OF THESE EASEMENTS.
3. STREETS SHOWN HEREON, IF NOT PREVIOUSLY DEDICATED, ARE HEREBY TENDERED FOR DEDICATION TO PUBLIC USE.
4. A TEN FOOT EASEMENT FOR UTILITIES IS HEREBY RESERVED ON THAT PORTION OF EACH LOT ABUTTING A DEDICATED STREET. EASEMENTS FOR UTILITIES, PRIVATE DRAINAGE OR PRIVATE ACCESS ARE FOR THE USE OF ANY UTILITY WHICH MAY REQUIRE THEM, FOR SURFACE DRAINAGE OR ACCESS AS NEEDED. INSTALLATION AND MAINTENANCE OF UTILITIES AND THESE EASEMENTS ARE NOT THE RESPONSIBILITY OF THE CITY OF PRATTVILLE OR AUTAUGA COUNTY, ALABAMA.
5. TEMPORARY TURNAROUND EASEMENT SHALL REVERT BACK TO OWNER UPON EXTENSION OF STREET FOR NEXT PLAT.
6. FOUND IRON PIN (5/8\"/>

SCALE: 1" = 50'

LEGEND

FOUND IRON PIN (5/8\"/>

UNLESS OTHERWISE NOTED)

SET IRON PIN (5/8\"/>

W/ # CA-00017LS

W/ # CA-00017LS

CALCULATED POINT

Whenever the term "owner" or "developer" or "declarant" is used herein, it shall include The Oaks of Buena Vista, L.L.C., its successors and assigns. These covenants and restrictions touch and benefit all of the lots and land shown on this plat and shall be binding upon the land, The Oaks of Buena Vista, L.L.C., 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, the members of the Board of the Architectural Review Board, shall in no way affect any other provision contained herein nor invalidate 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.

An Architectural Review Board shall be established. No building, fence, or other structure shall be erected, placed or altered upon any lot or plot in this subdivision until the building plans, specifications and all other requirements of these protective covenants, by an Architectural Review Board (sometimes referred to as these covenants, conditions and restrictions as the "ARB"), as designated by the developer or by a representative designated by the members of said Board. In the event of the death or resignation of any member of said Board, the remaining member shall have full authority to appoint a successor member and to approve or disapprove the respective designs and locations submitted or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove submitted plans, specifications and all other requirements, within the time specified in the approved plans, designs and specifications, then approval will be presumed to have been granted. If such plans and specifications are disapproved, written notice of such disapproval shall be given to the submitting lot owner, or the lot owner's agent, in person or by U.S. Mail, postage prepaid. Neither the members of the board, nor the designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such board and of its designated representative, shall cease and terminate after the sale of the last lot in the last plat of The Oaks of Buena Vista. Thereafter, the approval described in this covenant shall not be required unless, prior to said termination date, a written instrument shall be executed by the lot owner on record and approved by the Architectural Review Board of the City of Prattville, Alabama, or at other locations as the developer may direct.

Approval of any plans or specifications by the Architectural Review Board, or the setting of any requirement for approval, shall not and does not constitute any representation or guaranty of safety or architectural integrity, or the members of the Architecture Board. The members of the Architecture Board, in their capacity as such, or those acting on their behalf shall not be liable for any mistake of judgment, negligent or otherwise, with regard to their actions on behalf of the Architectural Review Board. The party, entity, or individual submitting the plans or specifications to the Architectural Review Board for review and/or approval agrees to hold the Architectural Review Board and each member thereof free and harmless against any and all liability to them or others on account of any act or decision by the Architectural Review Board or its members. The foregoing shall not be exclusive of any rights to which the Architectural Review Board or any of its individual members may be entitled.

A Homeowners Association shall be established and known as the Oaks of Buena Vista Homeowners Association and sometimes herein referred to as "homeowners association".

Satellite antenna discs and any and all other transmitting or receiving antenna type devices with the subdivision or on the exterior of any home within the subdivision may be approved as to size, location, location, required screening, and any other respect by the ARB, whose absolute discretion in these matters shall be unrestricted. Likewise, 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 approval of the ARB. Any such approval granted by the ARB may be withdrawn or terminated at any time as determined by the ARB that said approval is resulting in an unnecessary or unreasonable interference with the rights of the subdivision in general or any individual lot owner with the subdivision.

Mailboxes: The design of all mailboxes must be approved by the ARB and said ARB will establish a common design and required location for all mailboxes, so long as compatible with the requirements of the United States Postal Service. The homeowner shall purchase from any approved supplier a standard mailbox of the common design and shall install and maintain said mailbox in appropriate condition and repair, with original color scheme being maintained thereon. Any damage or destruction to mailboxes, which cannot be adequately repaired, will result in the lot owner being required to purchase a replacement mailbox of the common design.

Waterfront Areas and Waterways: Any lot which shall abut any lake, stream, pond or other waterway shall be subject to the following covenants, conditions and restrictions-

A. No pier, dock or other structure or obstruction shall be built or maintained upon any waterfront lot or into or upon any waterway on the property or adjacent thereto except with the specific written approval of the ARB. No device may be constructed or installed upon any lot or upon any other lot after the course of or natural boundaries of any waterway from the body of water except with the specific written approval of the ARB.

B. All such lots shall be subject to a perpetual easement in favor of the Association over that portion of the lot designed on the face of the plat as "storm drainage overflow easement" including the right to submerge the portion of the lot included therein.

C. The owner of each lot shall have the right at all times of ingress and egress to and from the water, and shall be responsible for the maintenance of the property between the side lot lines of his property to the water's edge.

D. The owner of each lot abutting the water's edge shall release and discharge the Declarant, the Association, the County of Autauga ("County") and the City of Prattville, Alabama, a municipal corporation ("City"), from any and all claims now or hereafter existing or occurring in or against any such parties for debt and damage now or hereafter sustained by owner to owner's family or to owner's property and property rights by reason of or account of the operation and maintenance of said lakes, except for any particular party's gross negligence or willful misconduct in failing to maintain the lakes.

DATE: 5-6-2015 SHEET 3 OF 18 LARRY E. SPEAKS & ASSOCIATES CONSULTING ENGINEERS LAND SURVEYORS 535 HERRON STREET MONTGOMERY, AL 36104 TEL-334/262-1991

RESOLUTION

Preliminary Plat

The Oaks of Buena Vista Plat 6

June 18, 2015

Whereas, The Oaks of Buena Vista, LLC, is the owner of The Oaks of Buena Vista Plat 6; and

Whereas, the proposed development is located outside the city limits off Buena Vista Boulevard; and

Whereas, the sketch plan for the proposed development was approved January 5, 2006; and

Whereas, a public hearing for the proposed development was heard on June 18, 2015; and

Whereas, the required city departments have reviewed and commented on the proposed preliminary plat.

Now, Therefore, Be It Resolved, that the City Of Prattville Planning Commission hereby gives its favorable review of the preliminary plat of The Oaks of Buena Vista Plat 6 *contingent upon annexation into the city limits.*

Approved:



Tim Smith, Chairman



Alisa Morgan, Secretary

**The amended motion to approve passed unanimously.
6/18/15**

ATTACHMENT D

CURVE TABLE with columns: CURVE, LENGTH, RADIUS, BEARING. Rows C1 through C10.

LINE TABLE with columns: LINE, LENGTH, BEARING. Rows L1 through L6.

STATE OF ALABAMA COUNTY OF AUTAUGA

I, Gregory M. Gillian, a Licensed Professional Engineer and Licensed Professional Land Surveyor of Autauga County, Alabama, hereby certify that I have surveyed the property of The Oaks of Buena Vista, LLC, an Alabama Limited Liability Corporation, situated in Autauga County, Alabama, Vista and more particularly described as follows:

Begin at an iron pin known as the Northeast Corner of Lot 68A of The Corrected Map of Oaks of Buena Vista Plat No. 1A, as recorded in Plat Book 2007, at Page 23, in the Office of the Judge of Probate, Autauga County, Alabama for the herein parcel of land; thence N 01°14'53" E 63.37' to an iron pin; thence N 52°47'10" E 369.47' to an iron pin; thence S 00°50'27" W 566.85' to an iron pin; thence N 88°25'31" W 142.99' to an iron pin; thence S 80°13'52" W 101.67' to an iron pin; thence N 88°25'31" W 50.38' to an iron pin; thence N 00°46'46" E 20.00' to an iron pin; thence N 01°14'53" E 75.38' to an iron pin; thence N 01°14'53" E 196.61' to an iron pin and point of beginning, containing 3.07 acres, more or less, and lying in and being a part of NW 1/4 of Section 27, T-17-N, R-16-E, Autauga County, Alabama.

And that the plot or map contained hereon is a true and correct map showing the subdivision into which the property described is divided giving the length and bearings of the boundaries of each lot and its number and showing the streets, alleys and public grounds and giving the bearings, length, width and name of the streets, alleys and public grounds to the land so platted to the Government Survey, and that permanent monuments have been placed at point marked thus (a) as hereon shown, and I further certify that all parts of this survey and drawing have been completed in accordance with the current requirements for the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief.

WITNESS my hand this the ____ day of _____, 2015.

Gregory M. Gillian Alabama Registration No. 16163

DEDICATION:

I, James B. Marshall, Jr. as Manager of The Oaks of Buena Vista, LLC, an Alabama limited liability company, have caused the land enclosed in the within plat to be surveyed, laid out and platted to be known as The Oaks of Buena Vista Plat No. 5 said subdivision lying in Section 27, T-17-N, R-16-E Autauga County, Alabama, and that the streets, drives, alleys, sewer easements, etc. shown on said plat are hereby dedicated to the use of the public.

PROPERTY OWNER

ACKNOWLEDGMENT:

STATE OF ALABAMA COUNTY OF AUTAUGA

I, _____ a Notary Public in and for said County and State, do hereby certify that James B. Marshall, Jr., whose name as Manager of The Oaks of Buena Vista, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

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

Notary Public My Commission Expires: _____

DEDICATION:

I, _____ as _____ of ServisFirst Bank hereby join in, consent to, ratify and approve this plat.

ServisFirst Bank Its _____

ACKNOWLEDGMENT:

STATE OF ALABAMA COUNTY OF MONTGOMERY

I, _____ a Notary Public in and for said County and State, do hereby certify that _____ whose name as _____ of ServisFirst Bank, a banking corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

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

Notary Public My Commission Expires: _____

CERTIFICATE OF APPROVAL BY THE AUTAUGA COUNTY HEALTH DEPARTMENT

The undersigned, as authorized by the Autauga County Health Department, Alabama, hereby accepts the within plat for the recording of same in the Probate Office of Autauga County, Alabama, this the ____ day of _____, 2015.

Health Officer Autauga County, Alabama

CERTIFICATE OF THE WATER WORKS BOARD

The undersigned, as authorized by the Water Works Board of the City of Prattville, Alabama, hereby accepts the within plat for the recording of same in the Probate Office of Autauga County, Alabama, this the ____ day of _____, 2015.

Water Works Board Prattville, Alabama

CERTIFICATE OF THE PRATTVILLE FIRE DEPARTMENT

The undersigned, as authorized by the Fire Department of the City of Prattville, Alabama, hereby accepts the within plat for the recording of same in the Probate Office of Autauga County, Alabama, this the ____ day of _____, 2015.

Fire Department Prattville, Alabama

CERTIFICATE OF THE CITY ENGINEER

The undersigned, as the City Engineer of the City of Prattville, Alabama, hereby accepts the within plat for the recording of the same in the Probate Office of Autauga County, Alabama, this the ____ day of _____, 2015.

CITY ENGINEER Prattville, Alabama

CERTIFICATE OF APPROVAL BY THE DIRECTOR OF PLANNING & DEVELOPMENT

The undersigned, as Director of Planning and Development of the City of Prattville, Alabama, hereby accepts the within plat for the recording of same in the Probate Office of Autauga County, Alabama. This the ____ day of _____, 2015.

Director of Planning & Development Prattville, Alabama

CERTIFICATE OF APPROVAL BY THE COUNTY ENGINEER

The undersigned, being the County Engineer of Autauga County, Alabama, hereby accepts the within plat for the recording of same in the Probate Office of Autauga County, Alabama, this the ____ day of _____, 2015.

Autauga County Engineer

OFFICE OF THE JUDGE OF PROBATE

STATE OF ALABAMA AUTAUGA COUNTY

I hereby certify that this Plat or Map was filed in this Office this the ____ day of _____, 2015, at _____ o'clock _____ M, and recorded in Book _____ of Plats and Maps, Page _____ Recording _____ paid.

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE OAKS OF BUENA VISTA PLAT NO. 5

By adoption of this plat, The Oaks of Buena Vista, L.L.C., 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 land embraced herein, together with the right to construct, install, operate and maintain along said easements, all conduits, cables, lines, poles, towers and appurtenances and to install and maintain underground services, for the underground transmission and distribution of electrical power, underground communication services, and natural gas service, upon, under and across said easements. Also granted herein is the right to install and maintain underground service laterals from said easements to serve the building or buildings on each lot herein.

By adoption of this plat, The Oaks of Buena Vista, L.L.C., the owner of all of the lots and lands embraced herein, hereby adopts the following protective covenants and imposes them upon the property containing said plat and upon all portions thereof. 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. These protective 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 located herein, has been recorded, agreeing to change said covenants, in whole or in part. Enforcement of these protective covenants shall be by proceeding at law or in equity against the persons, 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 therefore. 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.

Any Covenant, Condition or Restriction set out herein shall be subject to any zoning requirement or other requirements which shall be more restrictive, to the effect that no owner should interpret these covenants, conditions and restrictions to allow the owner to violate any such zoning requirement or governmental standard.

- 1. No lot shall be used except for single family residential purpose.
2. No buildings, or additions thereto, shall be erected, altered, placed, or permitted to remain on any lot herein other than one (1) detached single-family dwelling not to exceed two and one-half (2 1/2) stories in height.
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 1,200 square feet.

No dwelling shall be constructed in excess of two (2) stories in height, except that the area of the dwelling which is normally considered to be a basement or the attic area can be used for additional living space so long as the normal roof line of a two (2) story dwelling is maintained (as viewed from the street directly in front of the lot), with the resulting dwelling being referred herein as a two and one-half (2 1/2) story dwelling.

4. No building shall be located on any lot nearer to the front lot line or the side street line than the minimum building setback shown on the recorded plat, or to any interior lot line than as permitted by the City of Prattville Zoning Regulation for R-3 Patio Garden Home District as of the recording date of this plat. Side yards shall not be less than five (5) feet. The rear yard of any residence on any interior lot shall not be less than fifteen (15) feet.

5. No dwelling shall be erected or placed on any lot having a width of less than forty-five (45) feet at the minimum set back line, except that dwellings may be erected on any lot as originally platted. 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 herein by resubdivision thereof, provided that any relocated interior lot line shall not be less than five (5) feet to any part of any dwelling, existing or proposed, and provided that no lot shall be reduced so as to reduce its size at the minimum setback line to less than forty-five (45) feet. In the event of any resubdivision of any lot shown on this map, the tract so constituted shall be considered as one lot for the purpose of these covenants.

6. All construction once begun must be pursued to completion with due diligence. Exposed metal chimneys of pre-fabricated fireplaces are prohibited on the front or side of houses. Fences are to be constructed of chain link, brick or fence grade wood. Chain link fences must not exceed four (4) feet in height, have no barbed wire, and must be kept in color. Roof pitch minimum is to be six (6) to twelve (12) feet. No exposed concrete block on front elevation is permitted. All driveway designs must accommodate parking for a minimum of two (2) vehicles.

7. 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 utility 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 a drainage easement if it prevents, impedes or diverts, in any way, the free flow of water in or through said drainage easement. No fences will be allowed within a drainage easement shown on the plat.

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 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. In no event are any metal outbuildings permitted on any lot.

9. No noxious or offensive trade or 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 neighbors or the neighborhood.

10. No structure of a temporary character (trailer, tent, mobile home, motor home, basement, shack, garage, barn, 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 (1) professional sign of not more than one (1) 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 sale period, one sign of not more than five (5) 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 of oil 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 (maximum of 3) and under reasonable conditions so not to create a nuisance and not to otherwise unreasonably disturb the neighbors or the neighborhood.

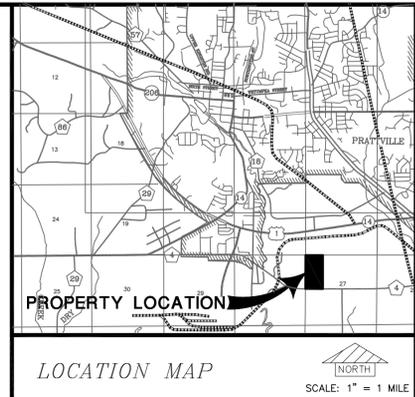
14. No fence, wall, hedge, or shrub planting which obstructs sight lines on elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within that triangular area formed by the street property lines and a line connecting the points twenty-five (25) feet from the corner intersection of said street lines. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway easement. 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, camper, motor home, or any similar items shall be stored on any lot, except on the same one kept, stored or placed to the rear of the lot on 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. Regardless of any 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 lot within the plat is sold, but not thereafter.

17. 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. Hereafter, this declaration may be amended by the declarant or its successors and assigns (60) percent of the owners of the lots within subject property, which amendment must be recorded in the Office of the Judge of Probate, Autauga County, Alabama, and which amendment must be approved by the Planning Commission of the City of Prattville, who may also, within its rules, procedures and guidelines, grant variances or exceptions thereto.

18. Whenever the term "owner" or "declarant" is used herein, it shall include The Oaks of Buena Vista, L.L.C., 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, The Oaks of Buena Vista, L.L.C., all subsequent lot owners or land owners within subject plot 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 an invalidated 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.



*BEARINGS ROTATED TO MATCH OAKS OF BUENA VISTA PLAT NO. 1 AS RECORDED IN PB 2007 @ PG 6 IN THE OFFICE OF THE JUDGE OF PROBATE, AUTAUGA COUNTY, ALABAMA

NOTES:

- 1. ALL EASEMENTS OR RIGHTS-OF-WAYS, EXCEPT UTILITY, PRIVATE EASEMENTS, COMMON EASEMENTS OR EASEMENTS FOR SANITARY SEWERS OR WATER MAINS SHOWN ON THE PLAT ARE HEREBY DEDICATED TO THE MUNICIPALITY OF PRATTVILLE, ALABAMA, AND/OR THE COUNTY OF AUTAUGA, ALABAMA, FOR PUBLIC USE.
2. EASEMENTS FOR WATER MAINS, IF NOT PREVIOUSLY DEDICATED, ARE HEREBY DEDICATED TO THE WATER WORKS BOARD OF THE CITY OF PRATTVILLE, ALABAMA, ITS SUCCESSORS OR ASSIGNS, FOR INGRESS AND EGRESS IN THE INSTALLATION AND MAINTENANCE OF WATER MAINS AND THEIR APPURTENANCES. NO PERMANENT STRUCTURES MAY BE ERRECTED OVER ANY PART OF THESE EASEMENTS.
3. STREETS SHOWN HEREON, IF NOT PREVIOUSLY DEDICATED, ARE HEREBY TENDERED FOR DEDICATION TO PUBLIC USE.

SCALE: 1" = 50'

LEGEND

- FOUND IRON PIN (5/8" REBAR CAPPED) W/# CA-00017LS (UNLESS OTHERWISE NOTED)
○ SET IRON PIN (5/8" REBAR CAPPED) W/# CA-00017LS
△ CALCULATED POINT

19. An Architectural Review Board shall be established. No building, fence, or other structure shall be erected, placed or altered upon any lot or plot in this subdivision until the building plans, specifications and plat plan showing the location of such building, fence, or other structure have been approved, in writing, as to conformity and harmony of external design with existing structures in the subdivision, and as to location of said building with respect to topography and finished ground elevation and as to compliance with all other requirements of these protective covenants, by an Architectural Review Board (sometimes referred to in these covenants, conditions and restrictions as the "ARB"), as designated by the developer or by a representative designated by the members of said Board. In the event of the death or resignation of any member of said Board, the remaining member shall have full authority to appoint a successor member to said Board, to approve or disapprove the respective designs and locations submitted or to designate a new member to take the place of the member who has resigned or died. In the event said representative, fails to approve or disapprove specifications, designs and locations within fourteen (14) days after said plans, designs and specifications have been submitted to it, then approval will be presumed to have been granted. If any plans and specifications are disapproved, written notice of such disapproval shall be given to the submitting lot owner, or the lot owner's agent, in person or by U.S. Mail, postage prepaid. Neither the members of the board nor the designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such board, and of its designated representative, shall cease and terminate after the sale of the last lot in the last plat in the Oaks of Buena Vista. Thereafter, the approval described in this covenant shall not be required unless, prior to said termination date, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision, and duly recorded, appointing an Architectural Review Board who shall thereafter exercise the same powers herein granted by the Architectural Review Board for an additional twenty (20) years. Plans and specifications (one set) must be submitted to The Oaks of Buena Vista Architectural Review Board at 550 Clay Street, Montgomery, Alabama 36104, or at other locations as the developer may direct.

Approval of any plans or specifications by the Architectural Review Board, or the setting of any requirement for approval, shall not and does not constitute any representation or guaranty of the Board or of the City of Prattville, Alabama, or of any individual member of the Board. The members of the Architectural Review Board or those acting on their behalf shall not be liable for any mistake of judgment, negligent or otherwise, with regard to their actions on behalf of the Architectural Review Board. The party, entity, or individual submitting the plans or items to the Architectural Review Board for review and/or approval agrees to hold the Architectural Review Board and each member thereof free and harmless against any and all liability to them or others on account of any act or decision by the Architectural Review Board or its members. The foregoing shall not be exclusive of any rights to which the Architectural Review Board or any of its individual members may be entitled.

20. A Homeowners Association shall be established and known as the Oaks of Buena Vista Homeowners Association and sometimes herein referred to as "Homeowners Association".

21. Satellite antenna dishes and any and all other transmitting or receiving antenna type devices with the subdivision or on the exterior of any house within the subdivision may be approved as to need, size, locations, required screening, and any other respect by the ARB, whose absolute discretion in these matters shall be unrestricted. Likewise, 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 approval of the ARB. Any such approval granted by the ARB may be withdrawn and terminated if it is determined by the ARB that said approval is resulting in an unnecessary or unreasonable interference with the rights of the subdivision in general or any individual lot owner with the subdivision.

22. Mailboxes: The design of all mailboxes must be approved by the ARB and said ARB will establish a common design and required location for all mailboxes, so long as compatible with the requirements of the United States Postal Service. The homeowner shall purchase from any approved supplier a standard mailbox of the common design and shall install and maintain said mailbox in appropriate condition and repair, with original color scheme being maintained thereon. Any damage or destruction to mailboxes, which cannot be adequately repaired, will result in the lot owner being required to purchase a replacement mailbox of the common design.

23. Waterfront Areas and Waterways: Any lot which shall abut any lake, stream, pond or other waterway shall be subject to the following covenants, conditions and restrictions-

- A. No pier, dock or other structure or obstruction shall be built or maintained upon any waterfront lot or into or upon any waterway on the property or adjacent thereto except with the specific written approval of the ARB. No device may be constructed or installed upon any lot which shall in any way alter the course of or natural boundaries of any waterway from the body of water except with the specific written approval of the ARB.
B. All such lots shall be subject to a perpetual easement in favor of the Association over that portion of the lot designed on the face of the plat as "storm drainage overflow easement" including the right to submerge the portion of the lot included therein.
C. The owner of each lot shall have the right at all times of ingress and egress to and from the water, and shall be responsible for the maintenance of the property between the side lot lines of his property to the edge.
D. The owner of each lot abutting the waters edge shall release and discharge the Declarant, the Association, the County of Autauga ("County") and the City of Prattville, Alabama, a municipal corporation ("City"), from any and all claims now or hereafter existing or accruing in the favor against any such parties for debt and damage now or hereafter sustained by owner to himself or to his family or to owner's property and property rights by reason of or account of the operation and maintenance of said lakes, except for any particular party's gross negligence or willful misconduct in failing to maintain the lakes.

DATE: 5-6-2015

Professional seal and information for LARRY E. SPEAKS & ASSOCIATES, CONSULTING ENGINEERS, LAND SURVEYORS, 535 HERRON STREET, MONTGOMERY, AL 36104, TEL: 334/262-1991. SHEET 3 OF 14.

THE OAKS OF BUENA VISTA PLAT NO. 6 Autauga County, Alabama

CITY OF
PRATTVILLE, AL

The Oaks Of
Buena Vista
Subdivision

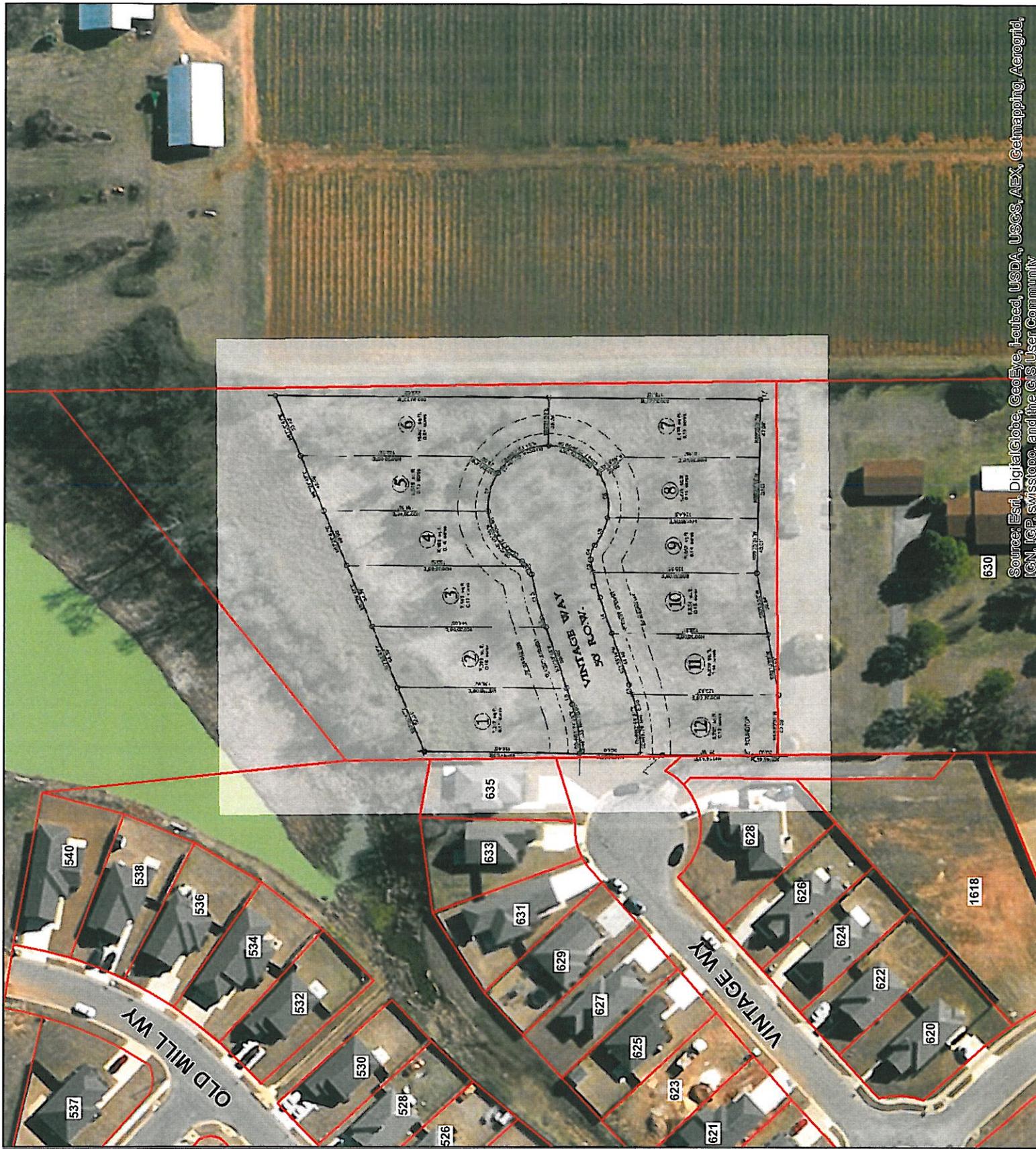
Plat 6

Scale: 1" = 100'

* Not Inside *
Prattville
City Limit



- STREETS
- TAX PARCEL



530

Source: Esri, DigitalGlobe, GeoEye, Earthstar, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

RESOLUTION

Final Plat

The Oaks of Buena Vista Plat 4B

June 18, 2015

Whereas, The Oaks of Buena Vista, LLC, is the owner of The Oaks of Buena Vista Plat 4B; and

Whereas, the proposed development is located inside the city limits off Buena Vista Boulevard; and

Whereas, the sketch plan for the proposed development was approved January 5, 2006; and

Whereas, a preliminary plat for the proposed development was approved on June 19, 2014; and

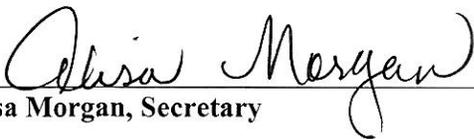
Whereas, the required city departments have reviewed and commented on the proposed final plat.

Now, Therefore, Be It Resolved, that the City Of Prattville Planning Commission hereby gives its favorable review of the final plat of The Oaks of Buena Vista Plat 4B.

Approved:



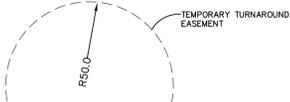
Tim Smith, Chairman



Alisa Morgan, Secretary

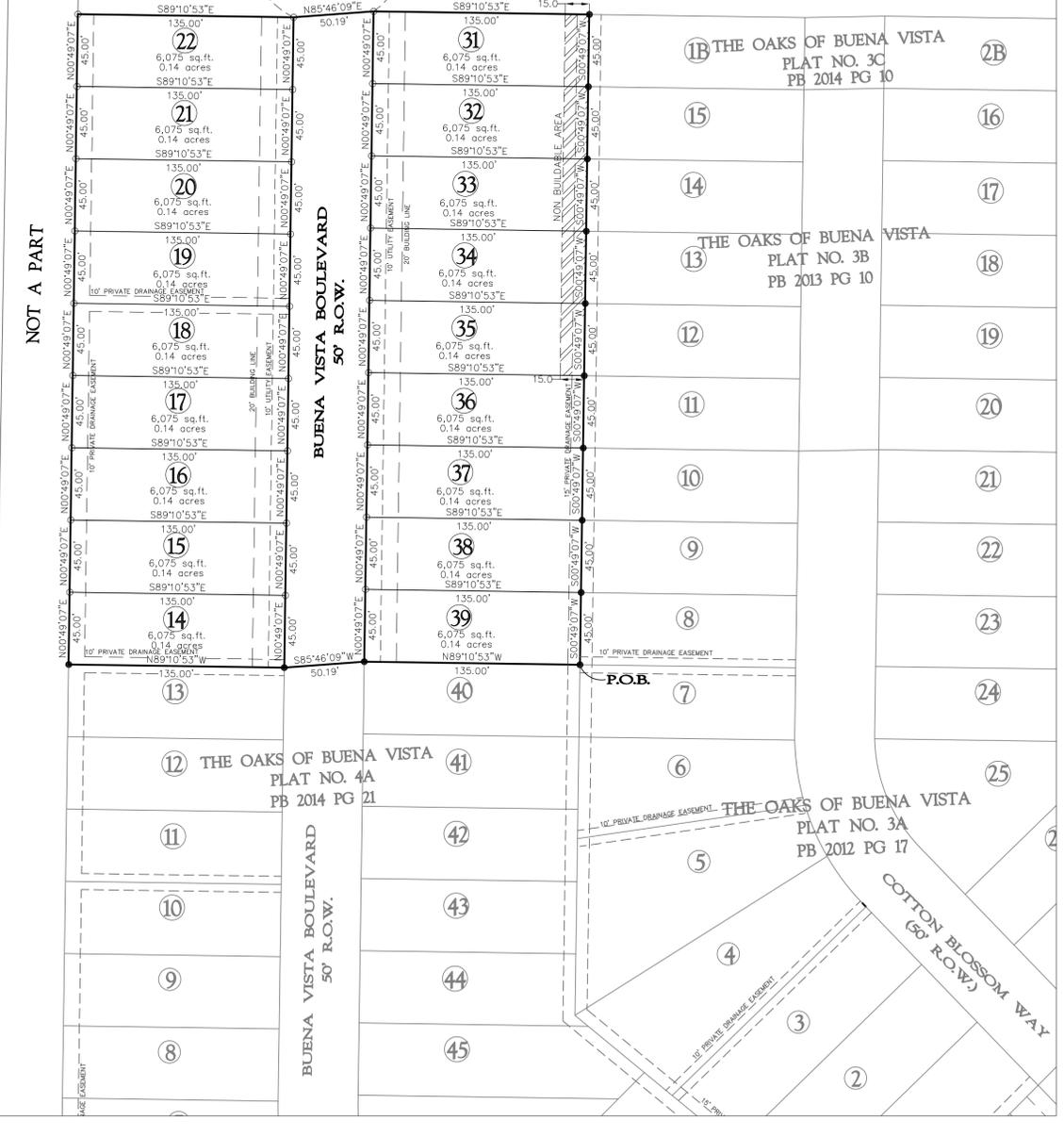
**The motion to approve passed unanimously.
6/18/15**

ATTACHMENT B



FUTURE PLAT

Note: Please note the Restricted (Non-buildable area) shown on Lots 31-35. These areas were used as a borrow source to establish final grades for the roadway and building pads on a previous development. This area was then filled with topsoil material. Construction of any structure is prohibited in these areas.



NOT A PART

DEDICATION:

I, James B. Marshall, Jr. as Manager of The Oaks of Buena Vista, LLC, an Alabama limited liability company, have caused the land embraced in the within plat to be surveyed, laid out and platted to be known as The Oaks of Buena Vista Plat No. 4B said subdivision lying in Section 27, T-17-N, R-16-E, Autauga County, Alabama, and that the streets, drives, alleys, sewer easements, etc. shown on said plat are hereby dedicated to the use of the Public.

PROPERTY OWNER

ACKNOWLEDGMENT:

STATE OF ALABAMA COUNTY OF AUTAUGA

I, _____, a Notary Public in and for said County and State, do hereby certify that James B. Marshall, Jr., whose name as Manager of The Oaks of Buena Vista, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

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

Notary Public

My Commission Expires: _____

DEDICATION:

I, _____ as _____ of ServisFirst Bank here in, consent to, ratify and approve this plat.

ServisFirst Bank Its _____

ACKNOWLEDGMENT:

STATE OF ALABAMA COUNTY OF MONTGOMERY

I, _____, a Notary Public in and for said County and State, do hereby certify that _____, whose name as ServisFirst Bank, a banking corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

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

Notary Public

My Commission Expires: _____

CERTIFICATE OF APPROVAL BY THE AUTAUGA COUNTY HEALTH DEPARTMENT

The undersigned, as authorized by the Autauga County Health Department, Alabama, hereby accepts the within plat for the recording of same in the Probate Office of Autauga County, Alabama, this the _____ day of _____ 2015.

Health Officer Autauga County, Alabama

CERTIFICATE OF THE WATER WORKS BOARD

The undersigned, as authorized by the Water Works Board of the City of Prattville, Alabama, hereby accepts the within plat for the recording of same in the Probate Office of Autauga County, Alabama, this the _____ day of _____ 2015.

Water Works Board Prattville, Alabama

CERTIFICATE OF THE PRATTVILLE FIRE DEPARTMENT

The undersigned, as authorized by the Fire Department of the City of Prattville, Alabama, hereby accepts the within plat for the recording of same in the Probate Office of Autauga County, Alabama, this the _____ day of _____ 2015.

Fire Department Prattville, Alabama

CERTIFICATE OF THE CITY ENGINEER:

The undersigned, as the City Engineer of the City of Prattville, Alabama, hereby accepts the within plat for the recording of same in the Probate Office of Autauga County, Alabama, this the _____ day of _____ 2015.

CITY ENGINEER Prattville, Alabama

CERTIFICATE OF APPROVAL BY THE DIRECTOR OF PLANNING & DEVELOPMENT

The undersigned, as Director of Planning and Development of the City of Prattville, Alabama, hereby accepts the within plat for the recording of same in the Probate Office of Autauga County, Alabama. This the _____ day of _____ 2015.

Director of Planning & Development Prattville, Alabama

CERTIFICATE OF APPROVAL BY THE COUNTY ENGINEER

The undersigned, being the County Engineer of Autauga County, Alabama, hereby accepts the within plat for the recording of same in the Probate Office of Autauga County, Alabama, this the _____ day of _____ 2015.

Autauga County Engineer

OFFICE OF THE JUDGE OF PROBATE

STATE OF ALABAMA AUTAUGA COUNTY

I hereby certify that this Plat or Map was filed in this Office this the _____ day of _____ 2015, at _____ o'clock _____ M, and recorded in Book _____ of Plats and Maps, Page _____ Recording _____ paid.

DECLARATION OF PROTECTIVE COVENANTS CONDITIONS AND RESTRICTIONS FOR THE OAKS OF BUENA VISTA PLAT NO. 4B

By adoption of this plat, The Oaks of Buena Vista, L.L.C., owner of all of the lots and lands 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, or conduits, cables, trancostations and other appliances and said facilities useful or necessary in connection therewith, for the underground transmission and distribution of electrical power, underground communication services, and natural gas service, upon, under and across said easements. Also granted herewith the right to install and maintain underground service laterals from said easements to serve the building or buildings on each lot herein.

By adoption of this plat, The Oaks of Buena Vista L.L.C., the owner of all of the lots and lands embraced herein, hereby adopts the following protective covenants and imposes them upon the property comprising 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 who or 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 renewed for successive periods of ten (10) 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 process at law or in equity against the persons, 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.

Any Covenant, Condition or Restriction set out herein shall be subject to any zoning requirement or governmental standard or requirements which shall be more restrictive, to the effect that no owner should interpret these covenants, conditions and restrictions to allow the owner to violate any such zoning requirement or governmental standard.

1. No lot shall be used except for single family residential purpose. 2. No buildings, or additions thereto, shall be erected, altered, placed, or permitted to remain on any lot herein other than one (1) detached single-family dwelling not to exceed two and one-half (2 1/2) stories in height. This covenant shall not be construed to prevent necessary outbuildings as hereinafter authorized and provided, nor private garages for not more than one (2) automobiles so long as such meets the other requirements of the covenants, conditions and restrictions. No buildings or additions thereto, nor any fencing shall be erected, altered or placed on any lot until plans and specifications have been approved by the Architectural Review Board, as hereinafter detailed.

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 1,200 square feet. For the purpose of this paragraph, one-half (1/2) of the square footage (up to a maximum of 200 square feet) of an attached and enclosed garage shall be considered in the minimum square footage for a dwelling provided, however, that garage doors are installed and the exterior finish of the attached garage is the same as that of the main residence. The garage walls and ceiling must be completely finished with sheetrock and a continuous wood base and garage door must be electrically operated with a remote. A carport under a roof which is attached to a dwelling shall not be considered as a garage for this purpose.

No dwelling shall be constructed in excess of two (2) stories in height, except that the area of the dwelling which is normally considered to be a basement or the attic area can be used for storage of living space so long as the normal roof line of a two (2) story dwelling is maintained (as viewed from the street directly in front of the lot), with the resulting dwelling being referred herein as a two and one-half (2 1/2) story dwelling.

4. No building shall be located 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, or to any interior lot line than as permitted by the City of Prattville Zoning Ordinance for R-5 Patio Garden Home District as of the recording date of this plat. Side yards shall not be less than five (5) feet. The rear yard of any residence on any interior lot shall not be less than fifteen (15) feet.

5. No dwelling shall be erected or placed on any lot having a width of less than forty-five (45) feet at the minimum set back line, except that dwellings may be erected on any lot as originally platted. The lots shall be considered as one lot 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 subdivision thereof, provided that any relocated interior lot line shall not be nearer five (5) feet to any part of any dwelling, exclusive of overhang, and provided that no lot shall be reduced so as to reduce its width at the minimum setback line to less than forty-five (45) feet. In the event of any subdivision of any lot shown on this map, the tract so constituted shall be considered as one lot for the purpose of these covenants and restrictions shall apply the same as if such tract had been platted as one lot on this plat. Should the owner of two (2) 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. All construction once begun must be pursued to completion with due diligence. Exposed metal chimneys of pre-fabricated fireplaces are prohibited on the front or side of houses. Fences are to be constructed of chain link, brick or fence grade wood. Chain link fences must not exceed four (4) feet in height, have no barbed wire, and must be black in color. Road pitch minimum is to be six (6) to twelve (12) feet. No exposed concrete block on any front elevation is permitted. All driveway designs must accommodate parking for a minimum of two (2) vehicles.

7. 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 areas 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 a drainage easement if it prevents, impairs or diverts, in any way, the free flow of water in or through said drainage easement. No fences will be allowed within a drainage easement shown on the plat.

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 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, but no event any metal outbuildings permitted on any lot.

9. No noxious or offensive trade or 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 neighbors or the neighborhood.

10. No structure of a temporary character (trailer, tent, mobile home, motor home, basement, shack, garage, barn, 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 (1) professional sign of not more than one (1) 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 sale period, one sign of not more than five (5) 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 of oil or natural gas shall be erected, maintained or permitted upon any lot.

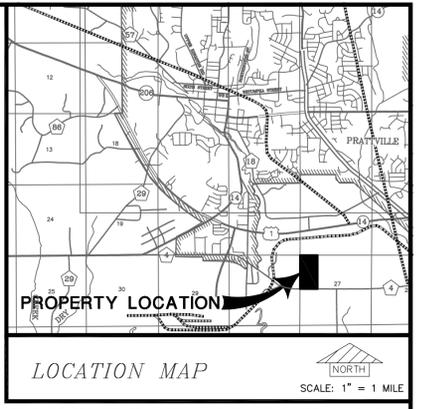
13. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, and other normal and common household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes, provided that they are kept in reasonable numbers (maximum of 3) and under reasonable conditions so 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 on elevations between two (2) and six (6) feet above the roadway 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 (25) feet from the corner intersection of said street lines. The same sight line limitations shall apply on any lot within ten (10) 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.

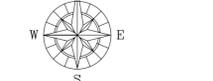
15. No boat, boat trailer, house trailer, trailer, camper, motor home, or any similar items shall be stored on any lot, except as provided herein, or be kept stored or placed to the rear of an imaginary line across said lot which is equal distance between the front and rear walls of the residence which is constructed on said lot.

16. Regardless of any provisions of these covenants, any lot within this plat may be used by the decedent or his successors and assigns as the site of a temporary lot/home sales center which may be either permanent or temporary construction type until such time as the last lot within the plat is sold, but not thereafter.

17. The decedent 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 (60) percent of the owners of the lots within subject property, which amendment must be recorded in the Office of the Judge of Probate, Autauga County, Alabama, and which amendment must be approved by the Planning Commission of the City of Prattville, Alabama, may also, within its rules, procedures and guidelines, grant variances or exceptions thereto.



*BEARINGS ROTATED TO MATCH OAKS OF BUENA VISTA PLAT NO. 1 AS RECORDED IN PB 2007 @ PG 6 IN THE OFFICE OF THE JUDGE OF PROBATE, AUTAUGA COUNTY, ALABAMA



SCALE: 1" = 50'

LEGEND

- FOUND IRON PIN (5/8" REBAR CAPPED) W/# CA-00017LS (UNLESS OTHERWISE NOTED)
○ SET IRON PIN (5/8" REBAR CAPPED) W/# CA-00017LS
△ CALCULATED POINT

18. Whenever the term "owner" or "developer" or "declarant" is used herein, it shall include The Oaks of Buena Vista, L.L.C., 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, The Oaks of Buena Vista, L.L.C., all subsequent lot owners or land owners and 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 any portion thereof, shall in no way affect any other provision contained herein nor un-invalidated 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.

19. An Architectural Review Board shall be established. No building, fence, or other structure shall be erected, placed or altered upon any lot or plot in this subdivision until the building plans, specifications and plot plan showing the location of building, fence, or other structure have been approved in writing, as to conformity and harmony of external design with existing structures in the subdivision, and as to location of said building with respect to topography and finished ground elevation and as to compliance with all other requirements of these protective covenants, by an Architectural Review Board (sometimes referred to in these covenants, conditions and restrictions as the "ARB"), as designated by the developer or by a representative designated by the members of said Board. In the event of the death or resignation of any member of said Board, the remaining member shall have full authority to appoint a successor member and to approve or disapprove the respective designs and locations submitted or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove submitted plans, designs and locations within fourteen (14) days after said plans, designs and specifications have been submitted to it, then approval will be presumed to have been granted. If such plans and specifications are disapproved, written notice of such disapproval shall be given to the submitting lot owner, or the lot owner's agent, in person or by U.S. Mail, postage prepaid. Neither the members of the board, nor their designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such board and of its designated representative, shall cease and terminate after the sale of the last lot in the last plat of The Oaks of Buena Vista. Thereafter, the approval described in this covenant shall not be required unless, prior to said termination date, a written instrument shall be executed by The Oaks of Buena Vista Architectural Review Board at 550 City Street, Montgomery, Alabama 36104, or at other locations as the developer may direct.

Approval of any plans or specifications by the Architectural Review Board, or the setting of any requirement for approval, shall not and does not constitute any representation or guaranty of safety or architectural integrity, which shall be the sole responsibility of each lot owner. The members of the Architectural Review Board or those acting on their behalf shall not be liable for any mistake of judgment, negligent or otherwise, with regard to their actions on behalf of the Architectural Review Board. The party, entity, or individual submitting the plans or specifications to the Architectural Review Board for review and/or approval agrees to hold the Architectural Review Board and each member thereof free and harmless against any and all liability to them or others on account of any act or decision by the Architectural Review Board or its members. The foregoing shall not be exclusive of any rights to which the Architectural Review Board or any of its individual members may be entitled.

20. A Homeowners Association shall be established and known as the Oaks of Buena Vista Homeowners Association and sometimes herein referred to as "homeowners association".

21. Satellite antenna dishes and any and all other transmitting or receiving antenna type devices with the subdivision or on the exterior of any house within the subdivision may be approved as to size, location, locations, required screening, and any other respect by the ARB, whose absolute discretion in these matters shall be unrestricted. Likewise, 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 approval of the ARB. Any such approval granted by the ARB may be withdrawn and terminated if it is determined by the ARB that said approval is resulting in an unnecessary or unreasonable interference with the rights of the subdivision in general or any individual lot owner with the subdivision.

22. Mailboxes. The design of all mailboxes must be approved by the ARB and said ARB will establish a common design and required location for all mailboxes, so long as compatible with the requirements of the United States Postal Service. The homeowner shall purchase from any approved supplier a standard mailbox of the common design and shall install and maintain said mailbox in appropriate condition and repair, with original color scheme being maintained thereon. Any damage or destruction to mailboxes, which cannot be adequately repaired, will result in the lot owner being required to purchase a replacement mailbox of the common design.

23. Waterfront Areas and Waterways: Any lot which shall abut any lake, stream, pond or other waterway shall be subject to the following covenants, conditions and restrictions-

A. No pier, dock or other structure or obstruction shall be built or maintained upon any waterfront lot or into or upon any waterway on the property or adjacent thereto except with the specific written approval of the ARB. No device may be constructed or installed upon any lot which shall in any way alter the course of or natural boundaries of any waterway from the body of water except with the specific written approval of the ARB.

B. All such lots shall be subject to a perpetual easement in favor of the Association over that portion of the lot which abuts the face of the plat to "storm drainage overflow easement" including the right to submerge the portion of the lot included therein.

C. The owner of each lot shall have the right at all times of ingress and egress to and from the water, and shall be responsible for the maintenance of the property between the side lot lines of his property to the waters edge.

D. The owner of each lot abutting the waters edge shall release and discharge the Declarant, the Association, the County of Autauga (County) and the City of Prattville, Alabama, a municipal corporation ("City"), from any and all claims now or hereafter existing or occurring in owner's favor against any parties for debt and damage now or hereafter sustained by owner to owner's family or to owner's property and property rights by reason of or account of the operation and maintenance of said lakes, except for any particular party's gross negligence or willful misconduct in failing to maintain the lakes.

- NOTES:
1. ALL EASEMENTS OR RIGHTS-OF-WAYS, EXCEPT UTILITY, PRIVATE EASEMENTS, COMMON EASEMENTS OR EASEMENTS FOR SANITARY SEWERS OR WATER MAINS SHOWN ON THE PLAT ARE HEREBY DEDICATED TO THE MUNICIPALITY OF PRATTVILLE, ALABAMA, AND/OR THE COUNTY OF AUTAUGA, ALABAMA, FOR PUBLIC USE. EASEMENTS INCLUDE THE RIGHTS OF INGRESS AND EGRESS BY CITY AND/OR COUNTY EMPLOYEES FOR MAINTENANCE OF THE PROPERTY INCLUDED IN THE EASEMENTS. NO PERMANENT STRUCTURES MAY BE PLACED ON ANY EASEMENT SHOWN.
2. EASEMENTS FOR WATER MAINS, IF NOT PREVIOUSLY DEDICATED, ARE HEREBY DEDICATED TO THE WATER WORKS BOARD OF THE CITY OF PRATTVILLE, ALABAMA, ITS SUCCESSORS OR ASSIGNS, FOR INGRESS AND EGRESS IN THE INSTALLATION AND MAINTENANCE OF WATER MAINS AND THEIR APPURTENANCES. NO PERMANENT STRUCTURES MAY BE ERRECTED OVER ANY PART OF THESE EASEMENTS.
3. STREETS SHOWN HEREIN, IF NOT PREVIOUSLY DEDICATED, ARE HEREBY TENDERED FOR DEDICATION TO PUBLIC USE.
4. A TEN FOOT EASEMENT FOR UTILITIES IS HEREWITH RESERVED ON THAT PORTION OF EACH LOT ABUTTING A DEDICATED STREET. EASEMENTS FOR UTILITIES, PRIVATE DRAINAGE OR PRIVATE ACCESS ARE FOR THE USE OF ANY UTILITY WHICH MAY REQUIRE THEM, FOR SURFACE DRAINAGE OR ACCESS AS NEEDED. INSTALLATION AND MAINTENANCE OF PROPERTY IN THESE EASEMENTS ARE NOT THE RESPONSIBILITY OF THE CITY PRATTVILLE OR AUTAUGA COUNTY, ALABAMA.
5. TEMPORARY TURNAROUND EASEMENT SHALL REVERT BACK TO OWNER UPON EXTENSION OF STREET FOR NEXT PLAT.

STATE OF ALABAMA COUNTY OF AUTAUGA I, Gregory M. Gillian, a Licensed Professional Engineer and Licensed Professional Land Surveyor of Autauga County, Alabama, hereby certify that I have surveyed the property of The Oaks of Buena Vista, LLC, an Alabama Limited Liability Corporation, situated in Autauga County, Alabama, Vista and more particularly described as follows: Begin at an iron pin known as the Northwest Corner of Lot 7 of The Oaks of Buena Vista Plat No. 3A, as recorded in Plat Book 2012, at Page 17, in the Office of the Judge of Probate, Autauga County, Alabama for the herein parcel of land; thence N 89°10'53" W 135.00' to an iron pin located on the East Right-of-Way (50') of Buena Vista Boulevard; thence leaving said East Right-of-Way S 85°46'09" W 50.19' to an iron pin located on the West Right-of-Way (50') of Buena Vista Boulevard; thence leaving said West Right-of-Way N 89°10'53" W 135.00' to an iron pin; thence N 00°49'07" E 405.00' to an iron pin; thence S 89°10'53" E 135.00' to an iron pin located on the West Right-of-Way (50') of Buena Vista Boulevard; thence leaving said West Right-of-Way N 85°46'09" E 50.19' to an iron pin located on the East Right-of-Way (50') of Buena Vista Boulevard; thence leaving said East Right-of-Way S 89°10'53" E 135.00' to an iron pin; thence S 00°49'07" E 405.00' to an iron pin and point of beginning. Containing 2.98 acres, more or less, and lying in and being a part of NW 1/4 of Section 27, T-17-N, R-16-E, Autauga County, Alabama.

And that the plat or map contained hereon is a true and correct map showing the subdivision into which the property described is divided giving the length and bearings of the boundaries of each lot and its number and showing the streets, alleys and public grounds and giving the bearings, length, width and name of the streets, said map further showing the relation to the land so platted to the Government Survey, and that permanent monuments have been placed at point marked thus (o) as hereon shown, and I further certify that all parts of this survey and drawing have been completed in accordance with the current requirements for the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief.

WITNESS my hand this _____ day of _____ 2015.

Gregory M. Gillian Alabama Registration No. 16163

THE OAKS OF BUENA VISTA PLAT NO. 4B Autauga County, Alabama

DATE: 5-4-2015

LARRY E. SPEAKS & ASSOCIATES CONSULTING ENGINEERS LAND SURVEYORS 535 HERRON STREET MONTGOMERY, AL 36104 TEL: -334/262-1091

**CITY OF
PRATTVILLE, AL**

**The Oaks of
Buena Vista
Subdivision**

Plat 4 B

Scale: 1" = 100'



— STREETS
 TAX PARCEL

