



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

CLYDE CHAMBLISS, JR.
DISTRICT 5

RAY C. BOLES
DISTRICT 6

LORA LEE BOONE
DISTRICT 7

City of Prattville Planning Commission

The minutes of the June 19, 2014 meeting of the
City of Prattville Planning Commission were
approved.

7/24/14

Tim Smith, Chairman

Date

PLANNING & DEVELOPMENT DEPARTMENT

102 WEST MAIN STREET ■ PRATTVILLE, ALABAMA 36067 ■ 334-361-3613 ■ 334-361-3677
FACSIMILE
planning.prattvilleal.gov



CITY OF PRATTVILLE

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CITY COUNCIL

WILLIE WOOD, JR. ALBERT C. STRIPLIN DENISE B. BROWN JERRY STARNES CLYDE CHAMBLISS, JR. RAY C. BOLES LORA LEE BOONE
PRESIDENT PRESIDENT PRO TEMPORE DISTRICT 3 DISTRICT 4 DISTRICT 5 DISTRICT 6 DISTRICT 7
DISTRICT 2 DISTRICT 1

CITY OF PRATTVILLE PLANNING COMMISSION AGENDA June 19, 2014 3:00pm

Call to Order:

Roll Call:

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

Minutes:

March 20, 2014 and April 17, 2014

Old Business:

None

New Business:

1. Preliminary Plat: The Oaks of Buena Vista Plat 4 *Public Hearing
District 7*
Location: Buena Vista Boulevard
Owners: The Oaks of Buena Vista, LLC
Representative: Larry Speaks & Associates, Inc.
2. Preliminary Plat: HomePlace Phase 1 Plat J (*Revised*) *Public Hearing
District 5*
Location: Fire Fly at Constitution Avenue
Owners: HomePlace Developers, Inc.
Representative: Chambliss Engineering
3. Re-Plat: Avalon Forest Plat 2-B *District 3*
Location: Sweetbriar Court
Owner: John & Carole Pigg
Representative: Jeffcoat Engineering & Surveyors, LLC
4. Re-Plat: The Oaks of Buena Vista Plat 2-A *District 7*
Location: 501, 503, and 505 Old Mill Way
Owner: The Oaks of Buena Vista, LLC
Representative: Larry Speaks & Associates, Inc.

Miscellaneous:

Adjourn:

PLANNING & DEVELOPMENT DEPARTMENT

102 WEST MAIN STREET ■ PRATTVILLE, ALABAMA 36067 ■ 334-595-0500 ■ 334-361-3677 FACSIMILE

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**CITY OF PRATTVILLE PLANNING COMMISSION
MINUTES**

June 19, 2014

Call to order:

Chairman Tim Smith called the meeting to order at 3:01 p.m.

Roll Call:

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

(Quorum present)

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

Minutes:

Mr. McAuley moved to approve the minutes of the March 20, 2014 and April 17, 2014 meetings. Mr. Gardner seconded the motion. The motion passed unanimously.

Old Business:

None

New Business:

- 1. Preliminary Plat: The Oaks of Buena Vista Plat 4**
Location: Buena Vista Boulevard
Owners: The Oaks of Buena Vista, LLC
Representative: Larry Speaks & Associates, Inc.

Greg Gillian of Larry Speaks & Associates, Inc., petitioner's representative, introduced the preliminary plat of the Oaks of Buena Vista Plat 4. He stated that the subdivision was proposed for 50 lots.

Mr. Duke provided the staff report for the preliminary plat of the Oaks of Buena Vista Plat 4. He stated that the property was recently rezoned from R-3 to R-5. He recommended approval.

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

Mr. McAuley introduced a resolution recommending approval of the preliminary plat of the Oaks of Buena Vista Plat 4 and moved for its approval. Mrs. Carpenter seconded the motion.

The motion to approve passed unanimously.

- 2. Preliminary Plat: HomePlace Phase 1 Plat J (Revised)**
Location: Fire Fly at Constitution Avenue
Owners: HomePlace Developers, Inc.
Representative: Chambliss Engineering

Bob Champion, petitioner's representative, introduced the revised preliminary plat of HomePlace Phase 1 Plat J. He stated that the subdivision was proposed for 6 one acre lots.

Chairman Smith opened the public hearing.

Mark Bush, 1008 Saddle Ridge, inquired if the green space would remain as approved originally.

Clyde Chambliss, petitioner representative, stated that the green space would remain as originally approved.

Kathy McCall, 1008 Saddle Ridge, inquired about the green space, access for emergency vehicles and traffic flow. She stated that the proposed subdivision was not consistent with the character of the existing neighborhood.

The public hearing was closed.

Mr. Duke presented the staff report for the revised preliminary plat of HomePlace Phase 1 Plat J. He stated that the initial plat was approved in 2005 with 19 lots which continued Barn Cut from Plat C to an intersection with Firefly creating a looped street. He stated that the proposed plat eliminated the loop and would require some type of turnaround at the end of Barn Cut. He stated that the green space platted with Phase 1-C was not shown on the proposed plat.

Mrs. Carpenter introduced a resolution recommending approval of the revised preliminary plat of HomePlace Phase 1 Plat J and moved for its approval. Mr. Gardner seconded the motion.

Mr. Duke stated that the city favors the proposed layout which addresses contingencies of 2005 plat. He stated that Barn Cut could terminate without as a cul-de-sac.

Mrs. Carpenter moved to hold to show green space and to resolve the turnaround. Mr. Gardner seconded the motion.

The motion to hold passed unanimously.

Mrs. Carpenter was excused at 3:52 p.m.

3. Re-Plat: Avalon Forest Plat 2-B

Location: Sweetbriar Court

Owner: John & Carole Pigg

Representative: Jeffcoat Engineering & Surveyors, LLC

Mr. Duke presented the re-plat of Avalon Forest Plat 2-B. He stated that this was a request to join lots 12 and 13 of Avalon Forest Subdivision Plat 2 Block C into a single lot. He recommended approval contingent on addition of existing easements.

Mr. McAuley moved to approve the re-plat of Avalon Forest Plat 2-B contingent that existing easements be shown. Mr. Hall seconded the motion.

The motion to approve passed unanimously.

- 4. Re-Plat: The Oaks of Buena Vista Plat 2-A**
Location: 501, 503, and 505 Old Mill Way
Owner: The Oaks of Buena Vista, LLC
Representative: Larry Speaks & Associates, Inc.

Mr. Duke presented the re-plat of the Oaks of Buena Vista Plat 2-A. He stated that this was a request to add 40' of depth to the rear of lots 34, 35, and 36 of the Oaks of Buena Vista Plat 2. He recommended approval.

Mr. McAuley moved to approve the re-plat of the Oaks of Buena Vista Plat 2-A as submitted. Mr. Hall seconded the motion.

The motion to approve passed unanimously.

Miscellaneous Business:

Adjourn:

The meeting was adjourned at 3:56 p.m.

Respectfully submitted,



Alisa Morgan, Secretary
Prattville Planning Commission



CITY OF PRATTVILLE

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PRESIDENT
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DISTRICT 6

LORA LEE BOONE
DISTRICT 7

MEMORANDUM

DATE: June 18, 2014
TO: Prattville Planning Commission
FROM: Joel T. Duke, City Planner
RE: June 19, 2014 - Agenda

Please accept this memorandum as the Planning Department staff report for items on the June 19, 2014 agenda.

- 1. Preliminary Plat – The Oaks of Buena Vista, Plat 4 – Buena Vista Boulevard:** The Oaks of Buena Vista, LLC requests approval of a 50 lot subdivision contained in 8.99 acres at the current end of Buena Vista Boulevard. The subdivision's typical lot is 45' x 135' fronting the required 50' right-of-way street. The plat matches the R-5 zoning change recommended by the Commission and recently approved by the City Council on May 5, 2014. City staff has review the development and provided the attached comments. All comments are expected to be resolved by hearing time. Recommend approval.
- 2. Preliminary Plat – HomePlace PUD, Phase 1, Plat J – Firefly at Constitution Avenue:** DHS-Holding-3, Inc. requests approval of a 6 lot subdivision contained in 6.68 acres at the current end of Firefly in the residential section of the HomePlace PUD. The subdivision's lots range from 1 acre to 1.22 acre. The lots will front on an extension of Firefly designed in accordance the original HomePlace PUD street standards and terminating as a cul-de-sac. Plat J was initially submitted and approved in 2005 with 19 lots, but never constructed. The original plat continued Barn Cut from Plat C to an intersection with a Firefly creating a looped street. The current plat eliminates the loop and will require some type of turnaround at the end of Barn Cut. City staff has review the development and provided the attached comments. All comments are expected to be resolved by hearing time. Recommend approval.
- 3. Re-Plat – Avalon Forest Plat 2-B, South end of Sweet Briar Court:** John and Carol Pigg request permission to re-plat Lots 12 and 13, Block C of the Avalon Forest Subdivision, Plat

Planning & Development Department

2 into two lots. The submitted plat fails to depict existing sanitary and storm easements. Recommend approval contingent on addition of existing easements.

4. **Re-Plat – Lots 34, 35 and 36, The Oaks at Buena Vista Subdivision, Plat 2A, West end of Old Mill Way:** The Oaks of Buena Vista, LLC requests permission to re-plat Lots 34, 35, and 36 of The Oaks at Buena Vista Subdivision, Plat 2A in order to add approximately 40' of depth to each lot. Recommend approval.

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



CITY OF PRATTVILLE

BILL GILLESPIE, JR.
MAYOR

CITY COUNCIL

MIKE RENEGAR
PRESIDENT
DISTRICT 5

NATHAN D. FANK
PRESIDENT PRO TEMPORE
DISTRICT 7

ALBERT C. STRIPLIN
DISTRICT 1

WILLIE WOOD, JR.
DISTRICT 2

DEAN R. ARGO
DISTRICT 3

TOM MILLER
DISTRICT 4

RAY C. BOLES
DISTRICT 6

June 13, 2014

Mr. Greg Gillian, PE
Larry Speaks & Associates, Inc.
530 Herron Street
Montgomery, AL 36104

RE: Prattville Preliminary Plat Review #140043
Oaks @ Buena Vista Plat 4@ Buena Vista Blvd.

Dear Greg,

The preliminary Oaks at Buena Vista Subdivision Plat 4 has been reviewed with the following comments:

ENGINEERING DEPARTMENT:

1. Provide the ROW around the turn-around.
2. Show the ductile iron sewer pipe at depth less than 3 feet.

FIRE DEPARTMENT:

1. Move the hydrant located between Lot 4 and 5 to approximately Lot 7.
2. Delete hydrant at lot 13 and 14 and maintain the hydrant at Lot 22.

These noted comments will need to be addressed. If we can be of further assistance please contact us.

Sincerely,

George Stathopoulos
Senior Planner



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PRESIDENT PRESIDENT PRO TEMPORE DISTRICT 3 DISTRICT 4 DISTRICT 5 DISTRICT 6 DISTRICT 7
DISTRICT 2 DISTRICT 1

June 13, 2014

Mr. Bob Champion
HomePlace Developers, Inc.
1001 McQueen Smith Road South
Prattville, AL 36066

RE: Prattville Preliminary Review # 140044
HomePlace Phase 1 (J) Preliminary @ Firefly & Constitution Ave.

Dear Bob,

The revised preliminary plat for the HomePlace Plat 1 (J) subdivision has been reviewed by these city departments with the following comments:

FIRE DEPARTMENT:

1. The original plan had an intersecting street with the Road "B" spur. This plat will leave that connection unfinished. We will need some type of an approved turn-around to complete that due to the difficulty of a turn-around for emergency apparatus.

ENGINEERING DEPARTMENT:

1. Show the sanitary sewer lateral locations.
2. Provide a 26 inch City standard manhole ring & cover detail.
3. Provide a rain stopper for the sanitary sewer manhole.

These review comments noted above are provided to address the preliminary plan phase. Please contact if there any questions or need of further assistance.

Sincerely,

George Stathopoulos
Senior Planner

Prattville Planning Commission
Sign-In Sheet
6/19/14
3:00 p.m.

Name	Address
1. BART Bush	1008 Saddle Ridge
2. Kathryn McCell	1006 Saddle Ridge.
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RESOLUTION

Preliminary Plat

The Oaks of Buena Vista Plat 4

June 19, 2014

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

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

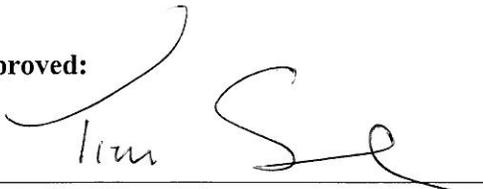
Whereas, the sketch plan for the proposed development was approved January 5, 2006; and

Whereas, a public hearing for the proposed development was heard on June 19, 2014; 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 4.

Approved:

Handwritten signature of Tim Smith in cursive script.

Tim Smith, Chairman

Handwritten signature of Alisa Morgan in cursive script.

Alisa Morgan, Secretary

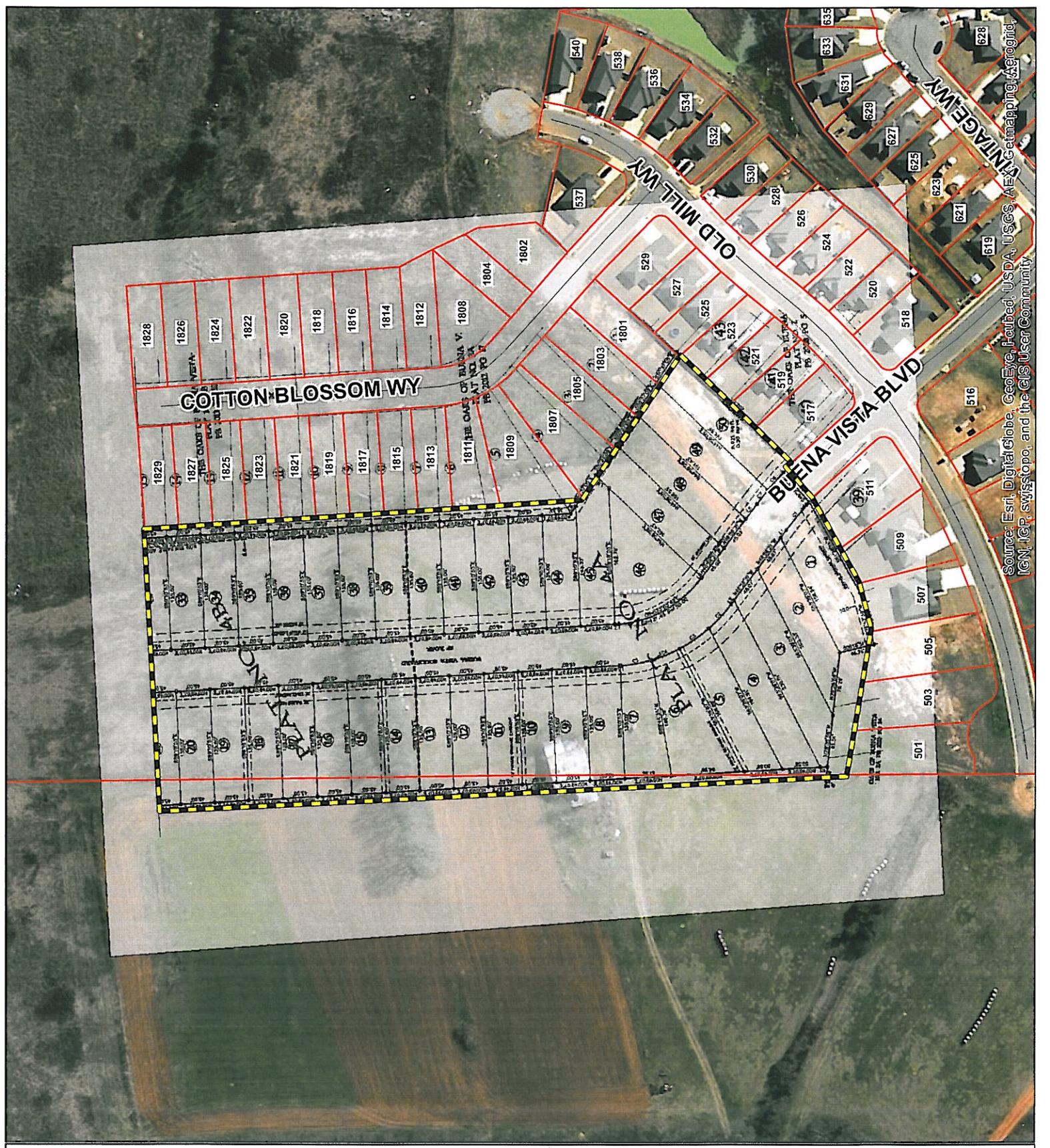
**The motion to approve passed unanimously.
6/19/14**

CITY OF
PRATTVILLE, AL

The Oaks of
Buena Vista
Plat 4



- STREETS
- TAX PARCELS



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

TEMPORARY TURNAROUND EASEMENT

Table with 3 columns: CURVE, CURVE LENGTH, BEARING. Includes CURVE TABLE and LINE TABLE.

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, L.L.C., 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 1B of The Oaks of Buena Vista Plat No. 3C, as recorded in Plat Book 2014, at Page 10, in the Office of the Judge of Probate, Autauga County, Alabama; thence S 00°49'07" W 623.33' to an iron pin; thence S 50°37'05" E 237.03' to an iron pin; thence S 44°56'08" W 202.19' to an iron pin located on the East Right-of-Way (50') of Buena Vista Boulevard; thence along said East Right-of-Way N 40°01'58" W 15.57' to a point; thence leaving said East Right-of-Way S 49°58'02" W 50.00' to an iron pin located on the West Right-of-Way (50') of Buena Vista Boulevard; thence leaving said West Right-of-Way S 61°28'11" W 127.69' to an iron pin; thence S 78°42'39" W 65.00' to an iron pin; thence N 79°36'58" W 191.56' to an iron pin; thence N 00°59'12" E 979.35' to an iron pin; thence S 89°10'53" E 159.78' 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 154.00' to the point of beginning. Containing 8.99 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 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 (c) 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 ____ 2014.

Gregory M. Gillian Alabama Registration No. 16163

DEDICATION:

I, John Parker, as Managing Member, The Oaks of Buena Vista, L.L.C., an Alabama limited liability corporation, 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. 4 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

STATE OF ALABAMA COUNTY OF AUTAUGA

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that I, John Parker, whose name as Managing Member, The Oaks of Buena Vista, L.L.C., an Alabama limited liability 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 the instrument, he, as such officer and with full authority, executed the same voluntarily and as the act of said corporation.

GIVEN under my hand and official seal this ____ day of ____ 2014.

Notary Public My Commission Expires: _____

DEDICATION:

I, _____ as _____, Alliant Bank, a Division of USAMerBank, hereby join in, consent to, ratify and approve this plat.

Alliant Bank Its _____

ACKNOWLEDGMENT:

STATE OF ALABAMA COUNTY OF MONTGOMERY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that I, _____, a Division of USAMerBank, 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 and as the act of said corporation.

GIVEN under my hand and official seal this ____ day of ____ 2014.

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 ____ 2014.

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 ____ 2014.

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 the same in the Probate Office of Autauga County, Alabama, this the ____ day of ____ 2014.

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 ____ 2014.

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 ____ 2014.

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 ____ 2014.

Autauga County Engineer

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

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 Autauga County, Alabama, South 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 shown on this plat, hereon, together with the right to construct, install, operate and maintain said easements, conduits, cables, trapezoidures and other appliances and said easements shall be 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 overhead underground service laterals from said easements to serve the buildings or buildings on each lot hereon.

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 all lots comprising said plat and upon all of the lots shown on this plat. These protective covenants shall run with the land and shall bind all parties or legal entities and 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 hereon, 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 requirements or governmental standards 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 outlined 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 finished 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, Alabama, 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, if the lots are at least 100 feet wide. For the purpose of this paragraph, one-half (1/2) of 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 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 and referred to as one lot for the purpose of these covenants shall apply the same as if said tract has 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 exterior sides 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. Roof 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 garages or outbuildings or auxiliary structures, shall be permitted 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 oil or natural gas shall be erected 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 and 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.

16. Regardless of any provisions of these covenants, any lot within this plat may be used by the declarant or his 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. Thereafter, this declaration may be amended only by the written consent of no less than six (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

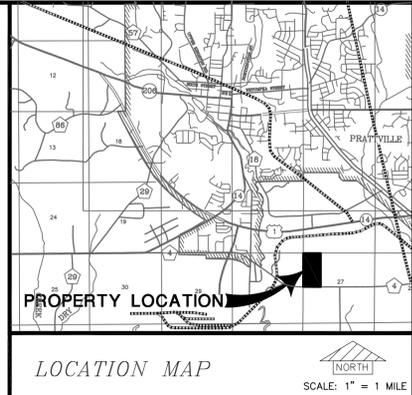
I hereby certify that this Plat or Map was filed in this Office this the ____ M, and recorded in Book ____ of Plats and Maps, Page ____ a clock Recording ____ paid.

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 ____ 2014.

Autauga County Engineer



*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. EASEMENTS INCLUDE THE RIGHTS OF INGRESS AND EGRESS BY CITY AND/OR 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, FOR INGRESS AND EGRESS IN THE INSTALLATION AND MAINTENANCE OF WATER MAINS AND THEIR APPURTENANCES. NO PERMANENT STRUCTURES MAY BE ERCTED 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 PROPERTIES 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.
6. FOUND IRON PIN (5/8" REBAR CAPPED) W/# CA-00017LS (UNLESS OTHERWISE NOTED)
7. SET IRON PIN (5/8" REBAR CAPPED) W/# CA-00017LS
8. CALCULATED POINT

- 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 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 plat area, their successors and assigns, the utilities referenced herein, either specifically or generally, and their successors and assigns. Invalidation of any of the foregoing covenants and restrictions, or parts thereof, shall in no way affect any other provision contained herein nor 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 hereon 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 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 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, designs and locations within (14) days after said plans, designs and locations 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 then record owners of a majority of the lots in this subdivision, appointing an Architectural Review Board who shall thereafter exercise the same powers herein granted to 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 safety or architectural integrity, which instead shall be the sole responsibility of each lot owner. The members of the Architecture 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 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, 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 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 or owner's family or 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.

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

LARRY E. SPEAKS & ASSOCIATES CONSULTING ENGINEERS LAND SURVEYORS 3 OF 15 SHEET 3 OF 15

CITY OF
PRATTVILLE, AL

Avalon Forest
Phase 2B

Lot 12 A
Sweetbriar Ct

Scale: 1" = 100'



— STREETS

□ TAX PARCELS



SPECIAL NOTE:

1. ANY RESTRICTIVE COVENANTS OR OTHER LEGAL REQUIREMENTS OF THE ORIGINAL AVALON FOREST PLAT NO. 2 SHALL ALSO APPLY IN FULL FORCE TO THIS REPLAT UNLESS LEGALLY AMENDED.



BOUNDARY MAP OF AVALON FOREST PLAT NO. 2B

BEING A REPLAT OF LOTS 12 AND 13, BLOCK C OF THE AVALON FOREST PLAT NO. 2 (MB. 5, PAGE 24) - LYING IN THE SW 1/4 OF SECTION 4, T-17-N, R-16-E, AUTAUGA COUNTY, ALABAMA

928 S. HULL ST.
MONTGOMERY, AL. 36104
PHONE: 265-1246
FAX: 265-1268

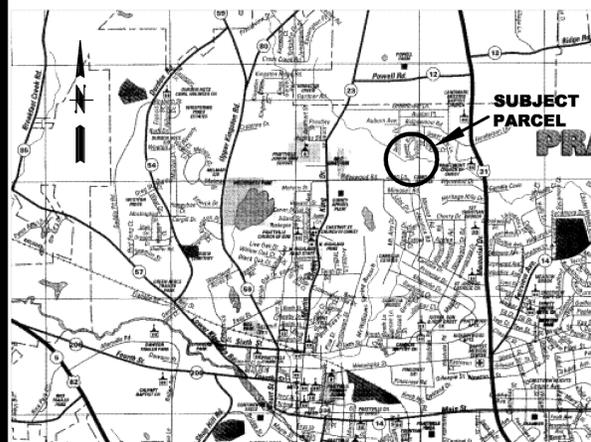
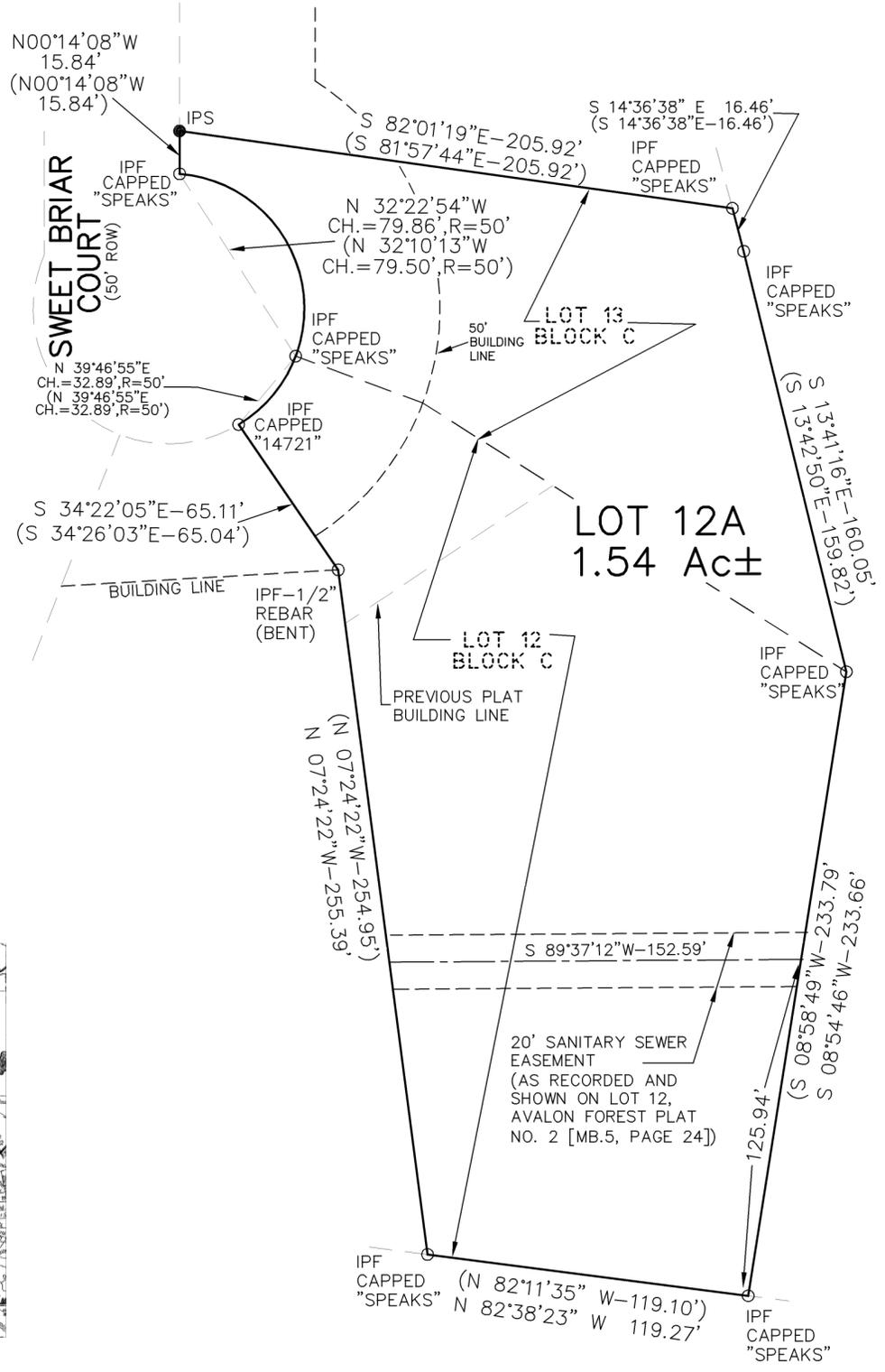
CLANTON
PHONE: 755-3677
TROY
PHONE: 566-0030

PROJECT NO: 13-341
PROJECT: SMITH
DRAWN BY: SH
REVIEWED BY: GJ
FIELD SURVEY: 11/7/13 (WP)
APPROVED BY: GJ
SCALE: NOTED
DATE: 5/21/14
DRAWING NAME: 13341PLAT.DWG

BASIS OF BEARING:
THE EAST LINE OF THIS SURVEY HAS BEEN ROTATED TO MATCH THE SAME LINE SHOWN ON THE AVALON FOREST PLAT NO. 2 AS RECORDED IN MB. 5 AT PAGE 24.

SOURCE OF INFORMATION:
- AVALON FOREST PLAT NO. 2 (MB. 5, PAGE 24)
- RLPY 2013, 8249
INSTRUMENT 462888

- LEGEND:**
- IPS - IRON PIN SET (1/2" REBAR W/CAP)
 - IPF - IRON PIN FOUND
 - FENCE LINE
 - △ - CALCULATED POINT
 - P.O.B. - POINT OF BEGINNING
 - P.O.C. - POINT OF COMMENCEMENT
 - R.O.W. - RIGHT OF WAY
 - CH. - CHORD
 - () - DEED OR PLAT CALL
 - C.T. - CRIMP TOP
 - O.T. - OPEN TOP
 - RB - REBAR
 - SF - SQUARE FEET



VICINITY MAP

STATE OF ALABAMA
COUNTY OF AUTAUGA

I, Guthrie Jeffcoat, a registered Engineer/Surveyor of Prattville, Alabama hereby certify that I have surveyed the property of John Pigg and Carole Pigg, a corporation or proprietor situated in Prattville, Alabama, and that the plat or map contained hereon is a true and correct map showing the subdivision into which property described is divided giving the length and/or perimeter bearing boundaries of each lot and its number showing the streets, alleys, and public grounds and giving the bearings, lengths, width, and name of the streets. Said map further shows the relation of the land platted to the Government Survey, and permanent monuments have been placed at points marked thus () as hereon shown.
WITNESS my hand this the 20TH day of MAY, 2014.

O. GUTHRIE JEFFCOAT, JR., P. E. & L. S.
AL. REG. 9587

DEDICATION

I, John Pigg, owner, have caused the land embraced in the within plat to be surveyed, laid out and platted to be known as Avalon Forest Plat No. 2B, said subdivision lying in SEC. 4, T17N, R16E, Autauga County, Alabama and that the streets, drives, alleys, sewer easements, ect. shown on said plat are hereby dedicated to the use of the Public.

WITNESS John Pigg

WITNESS Carole Pigg

State of _____
County _____

I, _____ the undersigned authority, a Notary Public in and for the said State at Large, hereby certify that JOHN PIGG and CAROLE PIGG, co-owners whose names are signed to the foregoing Surveyor's Certificate and Plat and who are known to me, being informed of the contents of said Certificate and Plat, did execute the same voluntarily and with full authority, for themselves and for their principals, on the same bears date.

Given under my hand and official seal this the ____ day of _____, 2014.

NOTARY PUBLIC

My Commission Expires: _____

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 the same in the Probate Office of Autauga County, Alabama, the ____ day of _____, 2014.

WATER WORKS BOARD
PRATTVILLE, ALABAMA

CERTIFICATE OF THE WASTE WATER DEPARTMENT

The undersigned, as authorized by the Waste Water Department 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, the ____ day of _____, 2014.

WASTE WATER DEPARTMENT
PRATTVILLE, ALABAMA

CERTIFICATE OF THE DIRECTOR OF PLANNING AND DEVELOPMENT

The undersigned, as Director of Planning and Development 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, the ____ day of _____, 2014.

DIRECTOR OF PLANNING AND DEVELOPMENT
Prattville, Alabama

CERTIFICATE OF THE COUNTY HEALTH DEPARTMENT

The undersigned, as authorized by the AUTAUGA County Health Department, Alabama hereby accepts the within plat for the recording of the same in the Probate Office of Autauga County, Alabama, the ____ day of _____, 2014.

HEALTH OFFICER
Autauga County, Alabama

CERTIFICATE OF THE COUNTY ENGINEER

The undersigned, being the County Engineer or Acting County Engineer of Autauga County, Alabama, hereby accepts the within plat for the recording of the same in the Probate Office of Autauga County, Alabama, the ____ day of _____, 2014.

COUNTY ENGINEER
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 the same in the Probate Office of Autauga County, Alabama, the ____ day of _____, 2014.

FIRE DEPARTMENT
Prattville, Alabama

CERTIFICATE OF THE ALABAMA POWER COMPANY

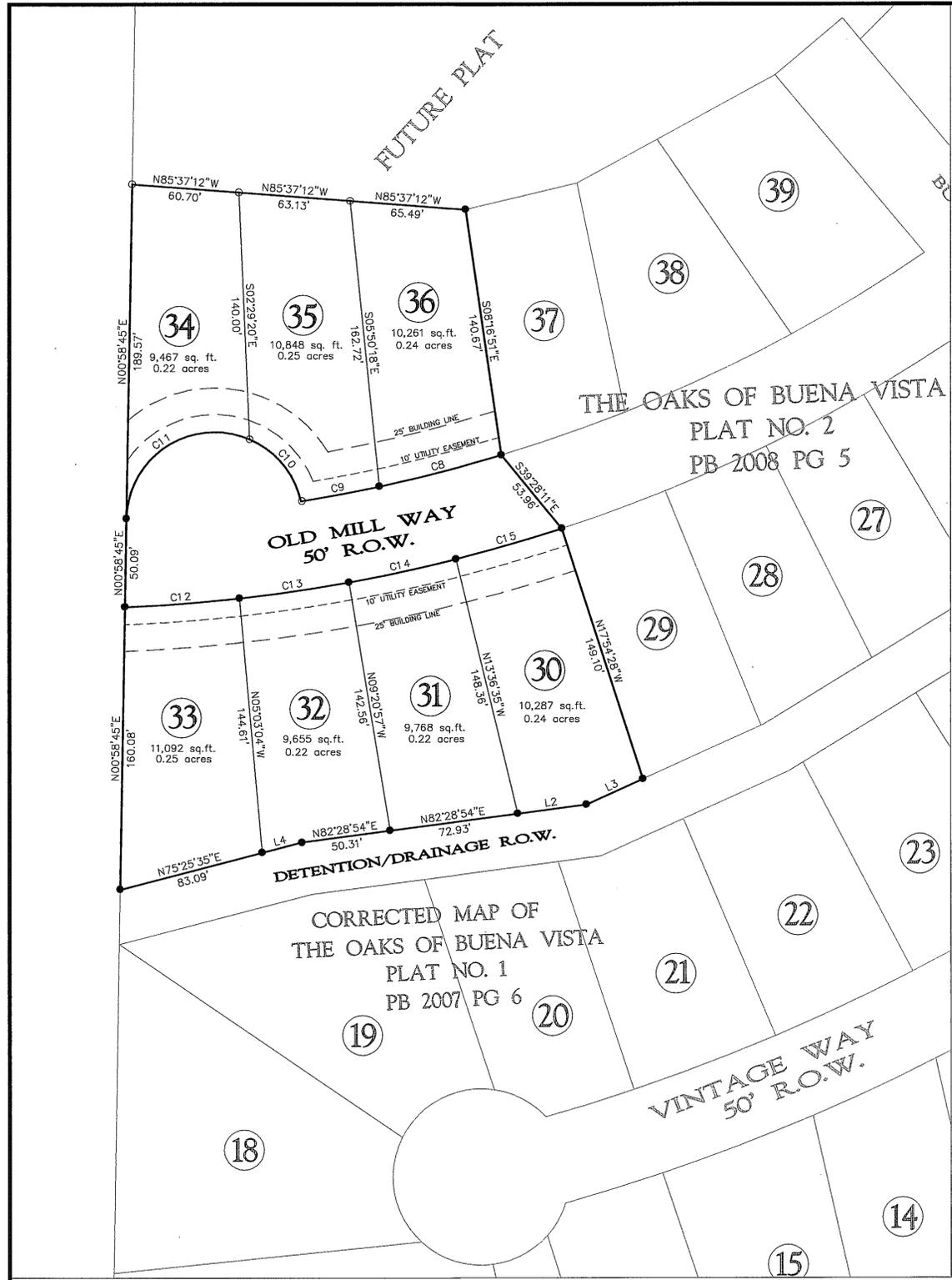
The undersigned, as authorized by the ALABAMA POWER COMPANY, hereby accepts the within plat for the recording of the same in the Probate Office of Autauga County, Alabama, the ____ day of _____, 2014.

ALABAMA POWER COMPANY
Autauga County, Alabama

OFFICE OF THE JUDGE PROBATE
STATE OF ALABAMA
AUTAUGA COUNTY

I hereby certify that this plat or map was filed in this office for the record this the ____ day of _____, 2014, at ____ o'clock ____ m and recorded in book ____ of plats and maps, page ____ recording ____ paid.

JUDGE OF PROBATE
AUTAUGA COUNTY, ALABAMA



**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, L.L.C. an Alabama Limited Liability Corporation, situated in Autauga County, Alabama, L.L.C. and more particularly described as follows:

Begin at the Northwest Corner of Lot 37 of The Oaks of Buena Vista Plat No. 2 as recorded in PB 2008 @ PG 5 in the Office of the Judge of Probate, Autauga County, Alabama; thence S 08°16'51" E 140.67' to an iron pin located on the North R.O.W. of Old Mill Way (50' R.O.W.); thence S 9°28'11" E 53.96' to an iron pin located on the South R.O.W. of Old Mill Way (50' R.O.W.); thence leaving said R.O.W. S 17°54'28" E 149.10' to an iron pin; thence S 65°42'47" W 35.18' to an iron pin; thence S 82°28'54" W 162.46' to an iron pin; thence S 75°25'35" W 106.30' to an iron pin; thence N 00°58'45" E 399.74' to an iron pin; thence S 85°37'12" E 189.32' to an iron pin and point of beginning, containing 1.99 acres, more or less and lying in and being a part of the NW corner of Section 27, T-17-N, R-16-E Autauga County, Alabama.

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 (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 _____, 2010.

Gregory M. Gillian
Alabama Registration No. 16163

DEDICATION:

I, Will Parker, as Managing Member, The Oaks of Buena Vista, L.L.C., an Alabama limited liability corporation, 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. 2A 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, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Will Parker, whose name as Managing Member, The Oaks of Buena Vista, L.L.C., an Alabama limited liability 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 the 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 ____ day of _____, 2010.

Notary Public
My Commission Expires: _____

**CERTIFICATE OF APPROVAL
BY THE AUTAUGA COUNTY HEALTH DEPARTMENT**

The undersigned, as authorized by the Autauga County Health Department, 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 _____, 2010.

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 _____, 2010.

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 _____, 2010.

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 _____, 2010.

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 _____, 2010.

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 _____, 2010.

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 _____, 2010, at ____ o'clock, recorded in Book ____ of Plats and Maps, Page ____ and Recording ____ paid.

**THE OAKS OF BUENA VISTA
PLAT NO. 2A
Autauga County, Alabama**

**DECLARATION OF PROTECTIVE COVENANTS
CONDITIONS AND RESTRICTIONS FOR THE OAKS OF BUENA VISTA PLAT NO. 2A**

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, transducers 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 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 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, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless, 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 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 shall interpret these covenants, conditions and restrictions to allow the owner to violate any such zoning requirement or governmental standard.

- No lot shall be used except for single family residential purpose.
- 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 the minimum setbacks 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.
- 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. Lot 25 shall have 1,600 square feet (heated & cooled). Lots 28-39 shall have 1,400 square feet (heated and cooled). 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 and the 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 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.

- Lots 30-36: No building shall be erected on any lot nearer to the front lot line or nearer to the side setback line than the minimum building setback lines shown on this recorded plat. No building shall be located nearer than eight (8) feet and six (6) feet on other side to an interior lot line, except that a five (5) foot minimum side yard shall be permitted for a garage or other accessory building located forty (40) feet or more from the minimum setback line. The rear yard of any residence on any interior lot shall be a minimum of thirty (30) feet. For the purposes of this covenant, eaves, steps, open porches and carports shall not be considered as a part of residence or building.

- Lots 30-36: No dwelling shall be erected or placed on any lot having a width less than sixty (60) feet at the minimum setback 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 any lot; however, no additional building lots may be created by a modification of the lots shown hereon by resubdivision thereof, provided that any relocated interior lot line shall not be reduced so as to reduce the size of the minimum setback line to less than seventy-five (75) feet of frontage on said line. In the event of any resubdivision of any lot shown on this plat, the tract so constituted shall be considered as, and referred to, as one for the purpose of these covenants and these covenants shall apply the same as if said tract had been platted as an lot on this plat.

- 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. Roof 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.

- 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 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 that 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.
- 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 a 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.

- 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.

- No structure of a temporary character (trailer, tent, mobile home, motor home, basement, shock, garage, barn, other outbuilding or auxiliary structure) shall be used at any time as a residence, either temporarily or permanently.

- 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, shafts or pits for 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.

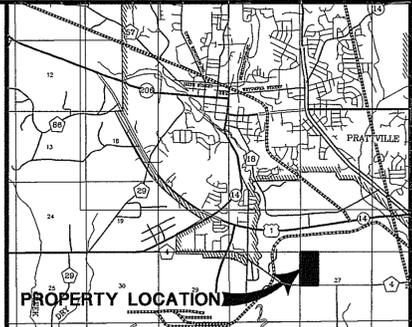
- No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, and other normal and common household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes, provided that they are kept in reasonable numbers (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.

- No boat, boat trailer, house trailer, trailer, camper, motor home, or any similar items shall be stored on any lot, except and unless the same are kept, stored or placed 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 declarant or its successors and assigns as the site of a temporary lot/home sales center which may be of either permanent or temporary construction type until such time as the last lot within the plat is sold, but not thereafter.

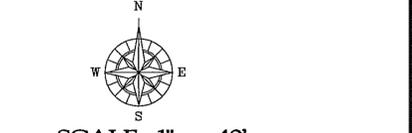
- The declarant may amend this declaration of protective covenants without any other approvals or consents until such time as the last lot within subject property has been sold; thereafter, this declaration may be amended by the written consent of no less than sixty (60) percent of the owners of the 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.

- 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 lot owner of The Oaks of Buena Vista, L.L.C., its successors and assigns, the lot owners or land owners within subject plat area, their successors and assigns, the utilities referenced herein, either specifically or generally, and their successors and assigns. Invalidation of any of the foregoing covenants and restrictions or parts thereof, shall in no way affect any other provision contained herein nor 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.



LOCATION MAP
SCALE: 1" = 1 MILE

*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" = 40'

- 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

- 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 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 regard 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 members 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 designs, 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 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 to 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 350 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 which does not constitute any representation or warranty of approval or architectural integrity, which instead, 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 items to the Architectural Review Board for review and/or approval agrees to hold the Architectural Review Board and each member thereof 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 construed to give any rights to which the Architectural Review Board 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 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.

- 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-

- 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.
- All such lots shall be subject to a perpetual easement in favor of the Association over that portion of the lot designed on the plat as "storm drainage overflow easement" including the right to submerge the portion of the lot included therein.
- 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.
- 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 such parties for debt and damage now or hereafter sustained by owner to owner or 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:

- 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.
- EASEMENTS FOR SANITARY SEWERS AND WATER MAINS, IF NOT PREVIOUSLY DEDICATED, ARE HEREBY DEDICATED TO THE WATER WORKS AND SANITARY SEWER BOARD OF THE CITY OF PRATTVILLE, ALABAMA, ITS SUCCESSORS OR ASSIGNS, FOR INGRESS AND EGRESS IN THE INSTALLATION AND MAINTENANCE OF SANITARY SEWERS AND WATER MAINS AND THEIR APPURTENANCES. NO PERMANENT STRUCTURES MAY BE ERRECTED OVER ANY PART OF THESE EASEMENTS.
- STREETS SHOWN HEREON, IF NOT PREVIOUSLY DEDICATED, ARE HEREBY TENDERED FOR DEDICATION TO PUBLIC USE.
- A TEN FOOT EASEMENT FOR UTILITIES IS HEREWIT 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.

LINE TABLE			
LINE	LENGTH	BEARING	
L2	39.22	N82°28'54"E	
L3	35.18	N55°42'47"E	
L4	23.21	N75°25'35"E	

CURVE TABLE			
CURVE	CHORD DISTANCE	CHORD BEARING	RADIUS
C8	71.23	N75°38'17"E	868.57'
C9	45.21	N79°28'46"E	868.57'
C10	45.30	N39°32'54"W	50.00'
C11	83.07	S57°10'58"W	50.00'
C12	65.14	N85°40'54"E	918.57'
C13	62.57	N81°41'55"E	918.57'
C14	61.95	N77°48'30"E	918.57'
C15	62.45	N73°56'01"E	918.57'

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DATE: 5/21/10