



# CITY OF MUSCLE SHOALS

## INVITATION TO BID

### Purchase of Residential Properties The Village at Cypress Lakes, Phase II

**BID OPENING DATE:**      **APRIL 28, 2016 at 4:00 p.m. (local time)**

**SUBMIT BIDS TO:**      **CITY CLERK**  
**MUSCLE SHOALS CITY HALL**  
**2010 EAST AVALON AVENUE**  
**MUSCLE SHOALS, ALABAMA 35661**



[www.cityofmuscleshoals.com](http://www.cityofmuscleshoals.com)

2010 East Avalon Avenue  
Muscle Shoals, Alabama 35661

Phone: 256-383-5675  
Fax: 256-386-9201

## NOTICE OF SALE

The City of Muscle Shoals is offering for sale to the highest bidder, several residential lots located along Harding Avenue in the City of Muscle Shoals. The lots are four (4) single family residential lots numbered 33, 34, 35, and 36 in The Village at Cypress Lakes, Phase II. Exhibit A provides a site plan of all lots. Sealed bids will be received at the office of the City Clerk, City Hall, 2010 East Avalon Avenue, Muscle Shoals until 4:00 pm on Thursday, April 28, 2016 at which time all bids shall be opened and read aloud to those in attendance. Office hours are Monday thru Friday from 7:45 am to 4:30 pm. except on designated holidays. Bids may be mailed to the City Clerk's Office, P. O. Box 2624, Muscle Shoals, Alabama 35662. An approved bid form shall be used (See Exhibit C). The sealed envelope should be clearly marked "Sealed bid - Cypress Lakes lot sale". The City reserves the right to reject any and all bids.

All bids should clearly indicate which lot(s) the bidder is seeking to acquire. The bid award will be made to the bidder or bidders which results in the highest overall price to the City of Muscle Shoals. A minimum bid of \$25,000 for each lot has been established. Any bid submitted for less than the established minimum shall be deemed unresponsive. Earnest money equal to \$500.00 for each parcel or lot bid upon must be submitted with the bid form. A bidder's failure to provide earnest money with the bid form will make that bid unresponsive. Earnest money will be applied to the successful bidder's final balance due at closing. All other earnest monies will be returned to unsuccessful bidders within 5 business days of the award of the bids. Acceptable forms of payment are Certified Cashiers Checks and money orders. No personal or company checks will be accepted. No other form of compensation shall be considered in the award of the parcels or lots. The City reserves the right to reject any and all bids.

The four (4) single family residential lots numbered 33, 34, 35, and 36 are in The Village at Cypress Lakes, Phase II. The lots lie at the northeast corner of Village Drive and Harding Avenue adjacent to the Cypress Lakes Golf and Tennis facilities. Lots are zoned R-2 and are subject to the General Conditions, Covenants and Restrictions, setback lines and easements as established for The Village at Cypress Lakes, Phase II (see Exhibit B).

All inquiries regarding building, zoning and subdivision requirements should be directed to Tandy Crosswhite, Chief Building Official at 256/386-9205. Inquiries regarding access to public utilities should be directed to the following individuals:

Matt Bernauer, Manager - Muscle Shoals Electric Board, 256/386-9290

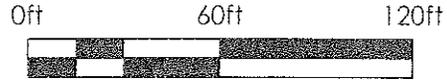
Tony Burns, Manager - North Alabama Gas, 256/383-3306

James Vance, Manager - Muscle Shoals Utilities, 256/386-9260 (Water and sewer)

The City of Muscle Shoals will provide a statutory warranty deed and policy of Owner's title insurance. All other costs will be borne by the buyers. Closing shall occur within 30 days of award.

Ricky Williams, City Clerk/Treasurer  
256/389-2120  
[mshoals@hiwaay.net](mailto:mshoals@hiwaay.net)

# Exhibit "A"



**BUILDING SETBACKS:**  
 -15 FT FRONT  
 -10 FT FRONT  
 -0 FT SIDE, WITH REQUIRED 10 FT BUILDING SEPARATION

**SOURCE OF INFORMATION:**

"THE VILLAGE AT CYPRESS LAKES PH. 2" PLAT  
 PLAT CABINET C, SLIDE 67

**SURVEYOR'S NOTES**

1. IRON PIN SET ARE 1/2" REBAR CAPPED  
 AND STAMPED WITH "WILLIAM H  
 ALEXANDER III PLS 33944"

**LEGEND**

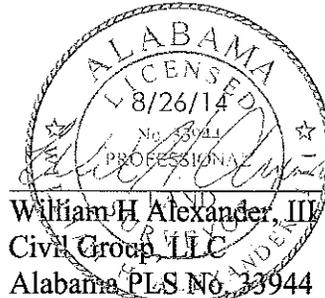
- POINT OF COMMENCEMENT - P.O.C.
- POINT OF BEGINNING - P.O.B.
- CAPPED IRON PIN SET - I.P.S. ○
- IRON PIN FOUND - I.P.F. ●
- CALCULATED CORNER - ☒
- MAG NAIL & WASHER SET - MNWS △
- MAG NAIL & WASHER FOUND - MNWF ▲
- CONCRETE MONUMENT SET - CMS □
- CONCRETE MONUMENT FOUND - CMF ■
- LIGHT POLE ☆
- POWER POLE ⚡
- MANHOLE Ⓜ
- GUY ANCHOR ↗
- OVERHEAD POWER LINE ————
- GRAVEL ————
- FENCE —X—X—
- SANITARY SEWER —SS—

2. THE SURVEYED PROPERTY SHOWN  
 HEREON IS SUBJECT TO ANY AND ALL  
 EXISTING EASEMENTS, RIGHT OF WAYS,  
 RESTRICTIONS AND SET BACK LINES THAT  
 MAY BE RECORDED OR UNRECORDED.  
 NO LIABILITY IS ASSUMED BY THE  
 UNDERSIGNED FOR ANY LOSS THAT  
 MAY BE ASSOCIATED WITH THE  
 EXISTENCE OF ANY EASEMENTS.

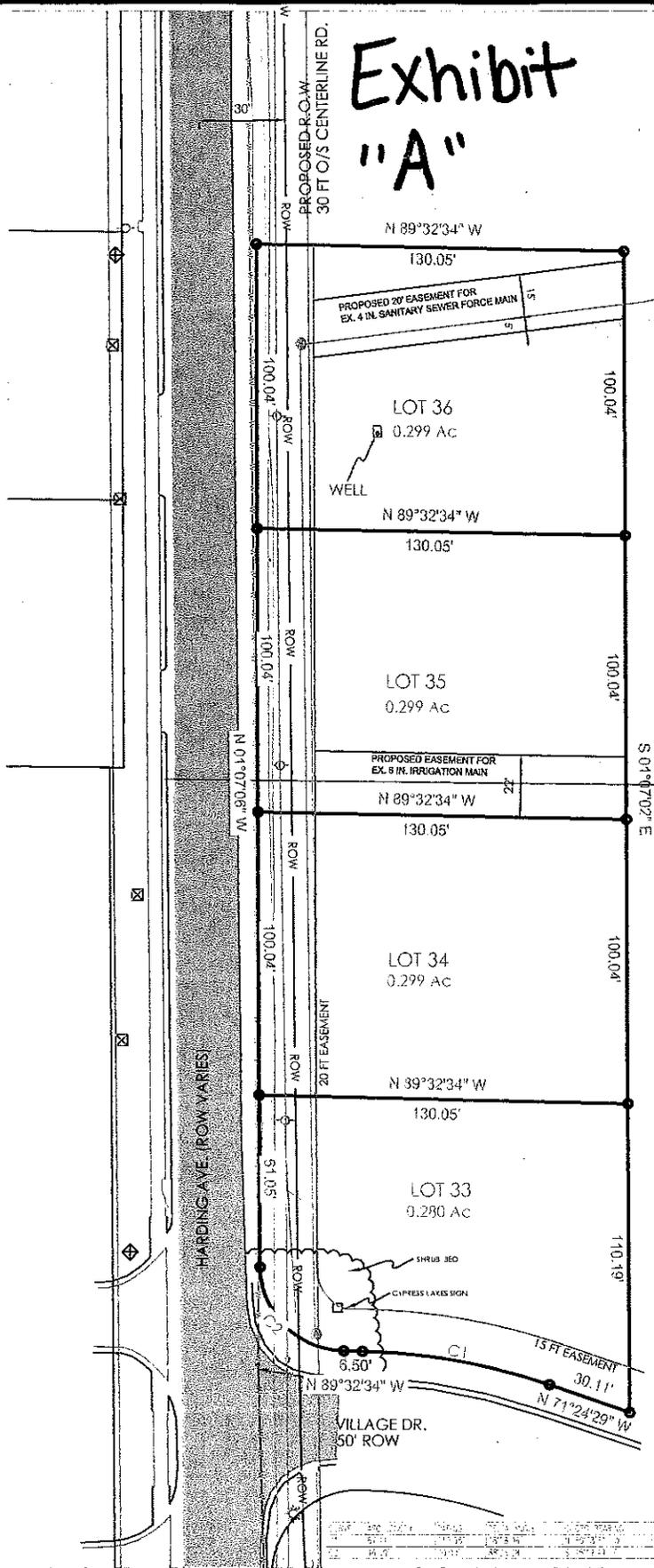
3. GOVERNMENTAL JURISDICTIONAL  
 AREAS OR NEGATIVE EASEMENTS, IF  
 ANY, WHICH MAY IMPACT THE USE OF  
 THE SURVEYED PROPERTY WERE NOT  
 LOCATED. NO LIABILITY IS ASSUMED BY  
 THE UNDERSIGNED FOR ANY LOSS THAT  
 MAY BE ASSOCIATED WITH THE  
 EXISTENCE OF ANY GOVERNMENTAL  
 JURISDICTION.

4. UNLESS STATED OTHERWISE, THIS  
 SURVEY WAS PERFORMED WITHOUT  
 BENEFIT OF AN ABSTRACT OF TITLE. NO  
 LIABILITY IS ASSUMED BY THE  
 UNDERSIGNED FOR ANY LOSS RELATING  
 TO ANY MATTER THAT MIGHT BE  
 DISCOVERED BY AN ABSTRACT OR TITLE  
 SEARCH OF THE PROPERTY.

CLASS OF SURVEY: N/A  
 TYPE OF SURVEY: SPECIFIC PURPOSE



William H. Alexander, III  
 Civil Group, LLC  
 Alabama PLS No. 33944



919 EAST AVALON AVE., SUITE B  
 MUSCLE SHOALS, ALABAMA 35661  
 P 256.320.5082 • F 256.320.5082

**SPECIFIC PURPOSE PLAT FOR  
 PROPOSED EASEMENTS AND RIGHT OF WAYS FOR  
 LOTS 33-36 OF "THE VILLAGE AT CYPRESS LAKES PHASE 2"  
 CITY OF MUSCLE SHOALS, COLBERT COUNTY, ALABAMA**

SCALE: 1"= 60'	DATE: 8/26/14
JOB NO.: 14-103	
SURVEYED BY: WHA	
DRAWN BY: JM	
CHECKED BY: WHA	
CRD.: 14-103	

# Exhibit "B"

STATE OF ALABAMA )  
COLBERT COUNTY )

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## THE VILLAGE AT CYPRESS LAKES, PHASE II DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

15  
The undersigned, Neil L. Whitesell ("Whitesell") and Cypress Lakes Building and Development Co., Inc. ("Cypress"), being the owner and developer, respectively, of all the property embraced in that subdivision known and designated as The Village at Cypress Lakes, Phase II, according to the plat thereof prepared by Alexander Maps and Surveys, Inc., and recorded in the Office of the Judge of Probate of Colbert County, Alabama, in Plat Cabinet C, Slide 67, hereby imposes on all lots the following conditions, covenants and building restrictions (collectively referred to as "Covenants").

### 1. GENERAL CONDITIONS:

1. These Covenants are to run with the land and shall be binding on all the parties and all persons claiming under them for twenty (20) years from the date the subdivision plat is filed of record in the Office of the Judge of Probate of Colbert County, Alabama, after which time said Covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of at least seventy-five percent (75.00%) of the then record owners of the restricted lots it is agreed to terminate the Covenants. Any provision hereof may be amended at any time by an instrument approved by at least seventy-five percent (75.00%) of lot owners of record at such time. No amendment is effective until it is duly recorded. The term "record owners" shall not include mortgagees. There shall be one vote for each lot owned regardless of whether there is more than one record owner of each lot. Lot owners shall have one vote for each lot owned.
2. If any person shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision or The Village at Cypress Lakes Homeowner's Association, to be formed, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages for such violation, or both, and in the event of a breach of said Covenants, the person or persons committing the breach shall pay all costs of enforcing these covenants, including a reasonable attorney's fee.
3. Invalidation of any one of these Covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
4. The Architectural Control Committee shall consist of three (3) members appointed by Cypress. One of the members shall be a homeowner in the subdivision.

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5. Owners of lots and/or residential dwellings in The Village at Cypress Lakes desiring to sell their property agree to list the property for sale with Cypress, or its designee at the standard residential market listing price then in effect in Colbert County, Alabama. As of the date hereof, the standard sales commission is six percent (6%) of the sales price.
6. All lot owners in The Village at Cypress Lakes must be a member of The Village at Cypress Lakes Homeowners Association. Each lot owner/member shall be entitled to one vote for each lot owned on matters to be voted upon by the Homeowner's Association.

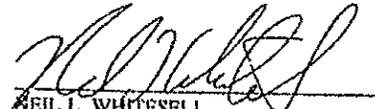
II. COVENANTS AND RESTRICTIONS:

1. No lot shall be used except for residential, single family purposes. No structures shall be erected, altered, placed or permitted to remain on any lot other than detached, single family dwelling and private garage and accessory buildings and structures such as enclosed storage rooms, screened enclosures and patios. No structures shall be erected, altered, placed or permitted to remain on any lot until approved by The Village at Cypress Lakes Architectural Control Committee ("ACC").
2. All dwellings constructed in The Village at Cypress Lakes must contain a minimum 1200 square feet of heated and cooled, enclosed liveable floor space. Liveable floor space is to be measured from the exterior line or walls of the dwelling.
3. Construction of a home in The Village at Cypress Lakes must commence within 180 days of the signing of a Real Estate Sales Contract; however, upon written request, Cypress may, but is not obligated to, grant an extension. Failure to commence construction within said time period will result in a forfeiture of the earnest money paid as liquidated damages.
4. All dwellings constructed in The Village at Cypress Lakes shall be constructed by Cypress.
5. No carports shall be permitted. All garages shall be enclosed and shall be at least adequate to house two standard size American cars, but not less than four hundred (400) square feet of floor space. All driveways must be concrete. All garage doors shall be operable. All vehicles on the premises must be kept totally enclosed and not visible from the street. No abandoned or non-usable motor vehicle may be parked or kept on any part of a recorded lot or in the subdivision streets. No trailers, boats, boat trailers, or motor homes may be kept upon the premises except in totally-enclosed garages.

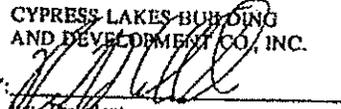
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6. No building shall be built any closer than 15 feet to the front lot line and 10 feet to the rear lot line. There is a zero side lot line provided 10 feet must remain between adjoining houses.
7. All exterior machinery and equipment, such as air conditioning compressors and other mechanical features or storage, shall be screened by structures or landscaping approved by the ACC. Air conditioner compressors, to the extent feasible, should be located at the rear of a residential dwelling. No window mounted heating or air conditioning unit shall be permitted.
8. No signs of any kind shall be displayed to the public view on any lot except an approved development identification sign and one temporary sign of not more than five feet in area advertising the property for sale. Homeowners are allowed one yard sale per year and a small temporary sign to advertise this sale.
9. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot. No more than two dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. Homeowners pets must be kept within the boundaries of his own lot. Owners must comply with the City of Muscle Shoals Leash Law Ordinance. No owner shall keep or maintain any pet or animal that has a vicious propensity, or that becomes a nuisance to the neighborhood.
10. Landscaping and the building of driveways and the installation of mailboxes within utility easements is permissible but; however, it is the responsibility of the property owner to remove the same if access to the utilities is necessary.
11. Mailboxes must be standardized and purchased from Cypress, as approved by the ACC. Mailboxes shall contain only the family name, home number and street name of the lot, as approved by the ACC, but no further inscription, painting, ornaments, or artistry shall be allowed.
12. All fencing in The Village at Cypress Lakes must be approved by the ACC. Each fence shall have a gate. Type of materials, the length proposed, the height finished, and/or sides exposed to the public, must be approved. Chain link or other wire fences shall not be permitted.
13. Outdoor dog houses, freestanding play houses, tree houses and detached storage buildings will be subject to the prior approval and written authorization of the ACC.
14. No satellite dishes, radio and television antennae, radio receivers or other similar devices or aerials shall be attached to any lot or any dwelling situated on a lot. All solar devices shall be subject to the approval of the ACC. Satellite dishes measuring 18" in diameter or smaller may be attached to the rear slope of the roof, provided it is not visible from the street.

15. Outside clotheslines or other facilities for drying or airing cloths are prohibited. Barbecue grills, bird feeders, wood carvings, plaques and other types of homecraft are prohibited in the front or side yards, but may be located in the rear yards so long as the same are not visible from the street.
16. Trash containers shall be located at the rear or side of the dwelling, properly screened, or in the garage and must not be visible from a street.
17. No private swimming pools will be allowed.
18. If any lot owner fails to maintain his property and improvements to the satisfaction of the Homeowners Association, the Homeowners Association, after ten (10) days prior written notice by registered mail to the homeowner, shall have the right to enter upon the property and restore it to a satisfactory condition and in compliance with the Covenants set forth herein. The entry onto a homeowners property for these purposes is expressly agreed upon and shall not constitute a trespass. The cost of the work involved shall be assessed against the lot owner and, if not paid within ten (10) days of notice, the Homeowners Association may collect the assessment by court action. In the event court action is necessary, the lot owner shall, in addition to the cost of the work, be liable for \$500.00 as liquidated damages, attorneys fees and court costs.

  
NEIL L. WHITESELL

CYPRESS LAKES BUILDING  
AND DEVELOPMENT CO., INC.

BY:   
Vice President

STATE OF ALABAMA )  
COLBERT COUNTY )

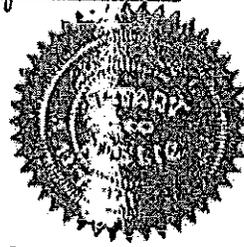
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I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Neil L. Whitesell, whose name is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he has executed the same voluntarily as of the day the same bears date.

Given under my hand and official seal this the 24<sup>th</sup> day of July, 1998.

Gay M. Gargis  
NOTARY PUBLIC

My Commission Expires: 3/11/02



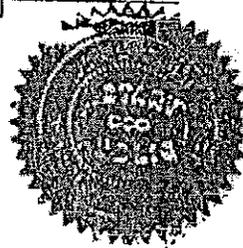
STATE OF ALABAMA )  
COLBERT COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Neil L. Whitesell, whose name as President of Cypress Lakes Building and Development Co., Inc., an Alabama 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 the 24<sup>th</sup> day of July, 1998.

Gay M. Gargis  
NOTARY PUBLIC

My Commission Expires: 3/11/02



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