

STATE OF ALABAMA
COUNTY OF ST. CLAIR

2019 2584
Recorded in the Above
DEED Book & Page
03-08-2019 03:48:52 PM
Mike Bowling - Judge of Probate
St. Clair County, Alabama

Amended Restrictive Covenants for East Oak Subdivision

**These restrictions supersede pervious recording
restrictions in Book 2019 Page 602 – 604**

East Oak Subdivision, as the same appear of record in Plat Book 2019, Page 4,
Probate Office, St. Clair County, Alabama.

1. Property is restricted to residential use only.
2. Any repairs, additions or remodels to existing home must have the exterior completed within THREE (3) MONTHS from beginning of construction. A new home under construction has 10 months to be completed.
3. Conventional Site Built Homes Only.
4. 1 Residence Per Lot.
5. **No Manufactured or Modular Homes Permitted**
6. A site-built home must have a minimum 1300 sq. ft. of heated floor area.
7. Any structured built must be 10 feet from any side property line.
8. No camper, tent, shack, barn, bus on any tract shall, at any time be used as a residence.
9. Property may not be subdivided.
10. No commercial poultry or hog operations, or commercial dog or cat kennels shall occur on any parcel.
Designated areas for fencing for personal household pets or Agriculture must behind the home and not

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visible from Co Rd 12. No personal horse or cow is permitted unless you own a minimum 3 acres within the subdivision. **(No more than 2 (horse/cow) of any combination per 3 Acres).**

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11. **Outbuildings:** All outbuilding's front building line can't exceed 180ft. from the back-property line. Maximum 2 (Two) Outbuildings allowed. Home Owner may have only 1 (one) Red Iron Steel Building and can have 1 (one) additional outbuilding such as portable storage, aluminum framed on concrete or pole barn. Both buildings cannot exceed 2,500 Sq. Ft. Combined. A mother-in-law suite can be constructed as Conventional Site Built construction or a Red Iron Steel Purlin Building and constructed behind the site-built home. **(Mother-in-law suite Conventionally Site Built must attached to the Site Built Home's Roof. All other outbuildings must comply with the 180ft. setback above).** Detached car garages and Mother-in-law suites are also considered outbuildings and do count against Total Out Building Square Footages. Mother-in-law suites conventionally or steel built cannot be used as a rental for single or multifamily purposes and are only for personal or Intermitted Family use. **Note: (A Red Iron Steel Building can be used as a permanent residence for personal use or Intermitted Family. Red Iron Steel Buildings must meet the following requirements if built before site built home: Outbuilding Setback and Sq. Ft. requirements, siding and roof must be earth tone colors, include matching color downspouts and gutters, front entrance to contain an awning, any rollup doors must be earth toned colored, include front windows and air condition units to be placed on back building line and needs to included landscaping along the front building line.**
12. Home Owner(s) shall maintain homes exterior (roofing, siding, yard) to not to become an eyesore or nuisance. No parcel shall be used or maintained as a dumping ground for garbage or rubbish of any description. No garbage or rubbish of any description shall be kept or allowed to remain on any parcel except such as may be customary or normal during construction of any dwelling. Trash shall be stored in sanitary containers until collected or removed.

13. There shall be no commercial activities (such as Retailing, Storage, office space, single-family, multi-family or Warehousing or Rental Activities)/personal junk yards, no mechanic business or shade tree mechanic, or salvage operations of any type upon said property or any such thing considered to be an eyesore or a detriment to the other tracts are to accumulate on the property. No abandon cars and any large heavy work-related vehicles or equipment must be parked at back of property and not visible to the road.
14. Enforcement of Covenants: These restrictions shall be enforced (**by developer or current land owners within East Oak Subdivision**) through any proceedings, at the law or in equity, against any person or persons violating or threatening to violate such restrictions and to recover any damages suffered from any violation of such restrictions, including but not limited to, the recovery of a reasonable attorney's fee such as shall be incurred in connection with enforcement of the restrictions. If a vacant lot is resold after all lots are sold by developer, then it's land owners within **East Oak Subdivision are responsible to enforce said restrictions.**
15. The developer(s) reserve the right to amend, alter or modify the provisions of these restrictions or Subdivision Plat with regard to any tract or tracts, in the event that the developer(s), in their sole judgment, deem such amendment, alteration, or modification consistent with the restrictive intent of the restrictions or if terrain features and topographical considerations render the enforcement of these restrictions in regard to any particular tract harsh to the owner.

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IN WITNESS WHEREOF, Stonecreek Properties L.L.C has caused this instrument to be executed
this the 8 day of March, 2019.

STONECREEK PROPERTIES, L.L.C.



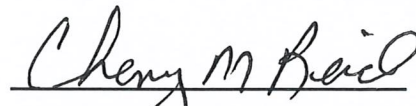
Chad Camp, Manager

STATE OF ALABAMA

COUNTY OF ST. CLAIR

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify
that Chad Camp, whose names as Manager of Stonecreek Properties, L.L.C, a limited
liability company, are signed to the forgoing instrument, and who are known to me,
acknowledge before me on this day, that, being informed of the contents of the instrument,
they, as such managers and with full authority, executed the same voluntarily on the day the
same bears date, for and as the act of said limited liability company.

Given under my hand and official seal this 8 day of March 2019.


NOTARY PUBLIC

My commission expires: 9/5/2022

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St. Clair County, Alabama
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