

## AUTUMNWOOD FARMS PHASE 1

STATE OF ALABAMA }  
ST. CLAIR COUNTY }

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS, **AUTUMNWOOD PROPERTIES LLC** is the owner of **AUTUMN WOOD FARMS PHASE 1** Subdivision as recorded in Book **2023**, page **32**, in the Probate Office of St. Clair County, Alabama, Ashville Division.

NOW, THEREFORE, the undersigned, **AUTUMNWOOD PROPERTIES, LLC**, AS MAJORITY LOT OWNER AND DEVELOPER (100%), does hereby adopt the following conditions, restrictions, covenants, and limitations, which shall apply in their entirety to all lots within the described property and shall be extended to additional phases of the subdivision.

- A. All tracts shall be used for residential purposes only. No business or commercial building may be erected on any lot, and no business or commercial activity may be conducted on any tract without developer's approval. Home offices are allowed, but there shall be no signs or trucks/equipment stored on premises without approval.
- B. Only one single-family site built home is permitted per lot. All homes must be of conventional type construction with stone, brick, vinyl, stucco (drivet) or hardy board exterior. All dwellings shall have brick, rock or stone foundation unless otherwise approved by developer. There shall be no concrete type blocks exposed to public view after completion of construction. No HVAC equipment shall be located in the front of any dwelling. Property may not be subdivided or reduced in size except by developers. All home and site plans must be reviewed and approved by the ARC. No building shall be erected, constructed, altered or placed on any lot until the construction plans and specifications and a plan showing the location of the structure upon the lot have been approved by the architectural control committee and/or developer as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No structure shall be erected, constructed, altered, placed, or permitted to remain on any lot other than one single-family dwelling not to exceed two and one-half stories in height. No Barndominium Homes. No lot may be subdivided or reduced in size. All homes must have a Country Front Porch Farm House Appearance.
- C. The Architectural Control Committee shall be composed of Brian Camp and Lyman Lovejoy. The majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor the representative, shall be entitled to any compensation for services pursuant to this covenant. The committee's approval or disapproval as required in these covenants shall be in writing through use of the Application Process. The application shall be picked up at the office of Lovejoy Realty. These restrictions are enforceable regardless if an association is formed or not by the developer.
- D. There shall be no mobile, modular or manufactured homes placed on this property. Developers reserve the right to place a temporary sales trailer for marketing the subdivision. All motor homes/travel trailers, boats, trailers, ATVs, etc. shall be kept behind the back rear building line out of the view from the street; and none of the following may be used as a temporary or permanent residence: tents, sheds, shacks, campers, travel trailers, motor homes, buses, barns, garages or any other type temporary structures. No junk or inoperative vehicle of any kind shall be permitted on any lot, and no automotive repairs shall be conducted on any lot except for temporary repairs effected by an authorized outside mechanic.
- E. All 1 level homes must have a minimum of 2,000 sq ft of heated and cooled living area (excluding any basements – finished or unfinished, porches, decks or garages). Any multi-level homes must have a minimum of 1,800 square feet on the main level and a minimum of 2,200 square feet in the entire dwelling, with the same above-mentioned exclusions. All home final plans, future additions and outbuildings must be approved by Architectural Control Committee through the Application Process.
- F. No structure shall be located on any tract nearer than 70 feet from the front porch line (porch, retaining wall, or projection not including the steps or driveway retaining wall) and 30 feet on either side. The location shall be included in the site plan and any variance must be approved in writing by the developers. All easements necessary for drainage, access, etc. shall remain open, maintained, and free of any structures, for the intended purpose of drainage or access.
- G. When construction begins on any structure, it must be completed within 12 months. Any vacant lot must be maintained 2-3 times a year.
- H. All driveways to be concrete or asphalt, unless approved by the ARC. All driveway pipes to be approved by the St. Clair Co Engineer and ALADOT. All pipes shall be placed deep enough to catch water and prevent washing on the street. The developer, city or county should be notified when installing the pipe.
- I. All mailboxes shall be uniform in form and size and approved by the ARC.
- J. All fences to be approved in writing by the Architectural Control Committee prior to any work performed. No fence of any kind will be allowed in the front of any residence. Fences are allowed beginning at the rear of a dwelling, running parallel to the street, and continuing toward the rear property line. Allowable construction materials are wood, brick or stone; green or black chain link material may also be utilized as fencing material; all front fencing shall be wood. No galvanized, uncolored chain link is allowed. Maximum height is 6 feet for fences except 5 feet for chain link. All wood fences to be built as shadowbox or with the rail facing the inside of the back yard. Any pools above ground or in ground shall be in rear yard behind home and subject to the approval of the ARC and shall be fenced. All pools shall have privacy fencing in areas visible from adjoining neighbor's home as much as possible.
- K. Any outbuildings (garages, barns, etc.) shall complement the home and be placed to the rear of the residence and the application must be approved by the ARC in writing prior to the start of construction. All outbuildings shall be kept free and clear of all exterior debris and shall have an enclosed foundation. Any future modifications or changes must be approved in writing with the ARC.
- L. No person shall reside on any lot within the subdivision who shall have been convicted of a criminal sex offense as that term is defined in Section 15-2-21(4), *Code of Alabama*, 1975, and as may be amended.
- M. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any tract except dogs, cats, or other household pets provided they are not bred or maintained for any commercial purposes. Any dog pen areas, etc. shall be contained behind the rear building line and shall not become an eyesore or nuisance. Personal chickens or livestock may be permitted with ARC approval in writing. Any structure housing animals must be designed and Approved by the ARC in writing.
- N. No sign of any kind shall be displayed to the public view on any lot except that one identification sign not over 18 inches by 24 inches advertising the property for sale. One sign shall be permitted of not more than 12 square feet advertising the property by builders or realtors to advertise the property during the construction and sales period. No other signs shall be allowed, except a subdivision sales sign by Lovejoy Realty. Any other sales signs by builders or realtors shall not be allowed except the one sign (resales) on each lot as earlier described or otherwise approved by the Architectural Committee. All sales signs shall be removed by the developer once subdivision is complete and all homes have been sold, except for resale by owners on an individual basis.

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- O. During lot preparation and construction process, all measures deemed necessary shall be used to prevent mud, storm water or any construction material, etc. from being discharged on any other street or ditch. When construction is complete, a sufficient ground cover must be maintained to eliminate excessive water shed on to street or other tracts. THEREFORE the developers require that all builders and property owners comply with State Regulations (ADEM) during any type of construction to prevent erosion. Silt fence and erosion control measures shall be completed and maintained prior to starting and during excavation. If builder/owner does not comply, developers can and will bring the lot up to necessary ADEM requirements and transfer these costs to the builder and property owners as an assessment of cost plus 20%. Builders and property owners must adhere to the following:
1. Maintain at least 50' of gravel at construction entrance;
  2. Install silt fencing in downhill grade areas near roads;
  3. Vegetate lot when construction/clearing/etc. is complete to prevent erosion.
  4. Comply with building practices and ADEM Regulations: refuse containers, no burning debris, etc.
- P. All sodding and seeding must be completed prior to the occupancy of any residential dwelling.
- Q. The developers reserve the right to amend, alter, or modify the provisions of these restrictions with regard to any tract or tracts in the event that the developers, in their sole judgment, deem such amendment, alteration or modification consistent with the restrictive intent of these restrictions or if terrain features and topographical considerations render the enforcement of these restrictions in regard to any particular tract harsh to the owner. For so long as Developer owns any Lot or Dwelling within the Subdivision, Developer may amend the Plat filed and recorded in the Probate Office of St. Clair County, Alabama, without obtaining the approval of any Owner or Mortgagee. Any amendment made pursuant to this Section shall be effective upon recording of the same in the Probate Office of St. Clair County, Alabama. Each Owner, by acceptance of a deed or other conveyance to a Lot or Dwelling, and each Mortgagee, by acceptance of a Mortgage on any Lot or Dwelling, agrees to be bound by all amendments permitted by this section and further agrees that, if requested to do so by Developer, such Owner and Mortgagee will consent in writing to the amendment of the Plat or any other instrument relating to the Development if such amendment is (i) necessary to bring any provision hereof into compliance or conformity with the provision of any law, ordinance, statute, rule or regulation of any applicable Governmental Authority or the judicial decision of any state or federal court, (ii) necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any Lots or Dwellings, (iii) required by any Institutional Mortgagee in order to enable such Institutional Mortgagee to make a Mortgage loan on any Lot or Dwelling or (iv) necessary to enable any governmental agency or reputable private insurance company to insure Mortgages on any Lots or Dwellings
- R. These covenants and restrictions shall run with the land and shall be binding upon the undersigned, their heirs, successors, and assigns. Any change or alteration of the covenants shall require written consent of 75% of owners of said tracts, and recorded for public record by the same. Developer reserves the right at anytime to change, alter, or amend the covenants as the developer and initial ARC committee.
- S. If a Homeowners Association is formed within the subdivision, each homeowner shall be a member and shall be responsible for any and all assessments. Ownership and acceptance of deed of property in said subdivision is acceptance and adherence to an association with dues if formed.
- T. Enforcement of these covenants and restrictions shall be by proceeding in law or equity against any person or persons violating or attempting to violate any covenant either to restrain or to recover damages. No property owner, including developer, has any obligation to enforce any of the covenants and restrictions, but all property owners have the right to enforce said restrictions and reservations through proceedings in law. The developers and/or Homeowners Association has full authority to enforce said restrictions by bringing into compliance and transferring costs to owner at cost plus 20%.
- U. No noxious or offensive activities shall be carried on at any time. This includes unsightly trash and debris, parties, noise, traffic, or activities that would be bothersome, an eyesore, or an annoyance to others, etc. There shall be no 4-wheelers, motorcycles, go carts, etc., ridden on vacant lots, streets, or other unimproved property in the area which may violate local laws, including trespassing, noise and city/county ordinances.
- V. Invalidity of any one of these judgments by court order shall in no way affect any of the other provisions which shall remain in full force and effect.
- W. Garbage and refuse disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept, except in sanitary containers. All equipment designed for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- X. Oil and Mining Operations: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

Y. **EASEMENT & MAINTENANCE - FOR DEEDED EASEMENT USERS**

The easements are not county or city maintained.

This agreement covers the general upkeep, maintenance and repair of the easement and shall include, but not be limited to, grading, dust control, filling in and repairing chuck holes, adding new chert or gravel, maintaining drainage structures, removal of fallen trees and other debris, resurfacing and repair. The maintenance agreement only applies to the Landowners (deeded easement users) and not the landowner it crosses.

1. Routine repair, maintenance work or improvement on the easement shall be commenced when a majority of the Landowners (deeded easement users) agree in writing that such work is needed and **approved by the ARC**. Landowners shall obtain bids or quotes from a licensed contractors and shall accept a bid agreeable by all parties involved. The contractor must carry liability insurance in amounts satisfactory to the Landowners. The company and its employees or contractors must sign a hold harmless agreement before commencing any work. Before work can commence, each Landowner (deeded easement user) shall provide the initial deposit required to the contractor performing the Easement maintenance.
2. In the event that the parties desire to upgrade the easement (as opposed to routine repair and maintenance), such as by concreting or asphalt paving of the Easement shall require unanimous consent of the Landowners and **approved by the ARC**. Landowners shall obtain bids or quotes from a licensed contractors and shall accept a bid agreeable by all parties involved. The contractor must carry liability insurance in amounts satisfactory to the Landowners. The company and its employees or contractors must sign a hold harmless agreement before commencing any work. Before work can commence, each Landowner (deeded easement user) shall provide the initial deposit required to the contractor performing the Easement maintenance.

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3. In the event that the Easement is damaged by construction equipment, in connection with the installation of public and/or private utilities for the benefit of a particular property or is damaged by equipment in connection with the construction of a residential dwelling, timber operation or other construction on or for the benefit of a particular property, then the Landowner of the property benefiting from such construction or other such work shall be responsible for the damage and shall be obligated to promptly repair the Easement at the Landowner's expense and shall hold the Landowners of the other properties harmless from any liability in connection with such damage or repairs.

**ENFORCEMENT:**

4. Should any Landowner fail or refuse to pay the Licensed Contractor, which stops the Easement maintenance, then any or majority of Landowner(s) affected shall be entitled without further notice to institute court action or lawsuit, if necessary, against a Landowner to enforce this Agreement or to recover additional payments to contractor to continue maintenance. The party or parties commencing such action or lawsuit shall be entitled to reasonable attorney fees and costs if the party prevails.

**DISPUTES:**

5. If a dispute arises over any aspect of the improvements, maintenance, repair or replacement, a third-party arbitrator shall be appointed to resolve the dispute. The decision of the arbitrator shall be final and binding on all Landowners. Contact information for a local can be obtained through the American Arbitrator Association. In selecting a third-party arbitrator, each Landowner shall be entitled to one vote, and the nominee receiving a majority of the votes shall be the arbitrator. All parties shall share in the cost of any arbitrator.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 12<sup>th</sup> day of February, 2024.

AUTUMNWOOD PROPERTIES, LLC

Brian C. [Signature]

STATE OF ALABAMA  
ST. CLAIR COUNTY

Sworn to and subscribed to before me this 12<sup>th</sup> day of February, 2024.

Sandra Gordon  
NOTARY PUBLIC



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Book/Pg: 2024/1624  
Term/Cashier: N PROB19-REC-ASH / rrobinson  
Tran: 15710.379020.520875  
Fees Posted: 02-12-2024 14:31:41  
CER Certification Fee 3.00  
MHF Mental Health Fee 6.50  
PJF Special Index Fee 5.50  
REC Recording Fee 9.00  
Total Fees: \$ 24.00