

DECLARATION OF PROTECTIVE COVENANTS FOR ARADON FARM SUBDIVISION

Recorded 4/13/98

**STATE OF ALABAMA
ST. CLAIR COUNTY**

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, the undersigned Don and Ellen Olvey (hereinafter referred to as "developer"^{are}) ~~is~~ the owner of all the lots described in the survey of Aradon Farm, as recorded in Map Book 6, page 11, in the Probate Office of St. Clair County. *Instrument # N9801580*

WHEREAS, the undersigned desire to subject each lot located in said property described to the conditions, limitations and restrictions hereinafter set forth.

NOW THEREFORE, the undersigned do hereby expressly adopt the following protective covenants, conditions and limitations for said property described and set forth as follows:

Each lot located in said property shall be and the same is hereby subject to the following conditions, limitations and restrictions.

1. EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS

A. All lots in the tract shall be known and described as residential lots and shall be used for single family residential purposes exclusively. No lot shall be subdivided without approval of developer.

B. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family dwelling not to exceed two and one-half stories, or 40 feet in height, and a private garage, and other out buildings incidental to and necessary for proper residential use of the lot. Any out building will be in conformity to the standards set herein and approved by the developer.

C. Notwithstanding anything to the contrary herein, the undersigned developer or their assigns shall be permitted to construct and maintain on one lot only a structure and related facilities designed and used as a construction field office including the lots subject to these covenants and adjoining land improvements thereon owned by the undersigned or their assigns.

D. **SETBACKS.** The front line of all residence and other structures must be set back no less than sixty five (65) feet from the dedicated right of way road. No structures of any nature may be placed closer than twenty-five (25) feet to the side or back boundaries of any parcel or land. The developer reserves and shall have the right to grant reasonable variances from the setback line requirements. No structure other than the residence may be constructed closer to the ingress and egress road than the back of the residential building and no closer to a side or rear lot line than twenty-five (25) feet.

E. **FLOOR AREAS.** No dwellings shall be erected containing less than two thousand (2000) square feet of living (heated) area for one-story buildings exclusive of porches, garages and basements. Any 1½ story dwelling must contain at least one thousand six hundred (1600) square feet of living area on the first floor, with no less than a total of two thousand two hundred (2200) square feet of living (heated) area in the entire building.

Any two story dwelling must have at least two thousand four hundred (2400) square feet of living (heated) area, provided the first story will in no event be less than one thousand two hundred (1200) square feet of living (heated) area. On any two story structure, the area used for any vaulted foyer area shall be added to the second floor square footage. All dwellings will have wooden windows (except as set out in 2 (J) hereafter), brick, stucco or stone on all four sides of the foundation, no exposed block, and shall be at least fifty (50) feet in length across the front of the dwelling, except a two story dwelling which can be (40) feet in length across the front.

F. The entrance way, natural preservation area, and all areas on the on the recorded plat, which are depicted as common area or beautification easements shall be for the purpose of maintenance and upkeep considered common area, and shall be maintained by the AraDon Farm Homeowners Association as hereinafter provided.

2. GENERAL REQUIREMENTS

A. **LOT MAINTENANCE.** It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such lot which shall tend to decrease the beauty of the specific area or of the neighborhood as a whole.

B. **PETS.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except dogs and cats. Household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose.

C. **NUISANCES.** No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

D. No oil drilling, oil development operation, 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.

E. No structure of a temporary character, trailer, basement, tent or shack shall be used at any time as a residence either temporarily or permanently. There shall be no occupancy of any dwelling until the interior and exterior of the dwelling is completed.

F. **SIGNS.** No sign or any kind shall be displayed to the public view on any lot except one professional sign of not more than two (2) square feet, one sign of not more than six (6) square feet advertising the property for sale or rent. No signs shall be nailed to trees.

G. **TIME LIMITS.** When the construction of any building is once begun, work thereon must be pursued diligently and continuously and must be completed within 12 months. However, no time limit shall be placed on when construction of any dwelling commences.

H. **GARAGE OPENINGS.** Garage doors shall not be permitted on the front of houses. Unless excepted in writing by the developer, all garage doors shall be located in the side or rear of houses.

I. Outside air-conditioning units may not be located in the front yard or any side yard on corner lot.

J. **WINDOWS.** Wood frame, vinyl or aluminum clad windows will be used exclusively on the sides, fronts, and rears of the dwellings constructed. Painted or unpainted aluminum windows may not be used.

K. No concrete block work, including foundations, concrete block steps, walkways, walls or any other concrete block work, whether painted, or otherwise, shall show above ground or from the exterior of any building.

L. EXTERIOR FINISHES. Front and sides of dwelling must be no less than 75% brick, drivett, or stone or any combination thereof unless otherwise approved in writing by the developer. No vertical siding shall be used on the construction of any dwelling, except as approved by the developer.

M. FENCING. No chain link or solid wood fencing shall extend nearer the street than the rear line of the dwelling, unless excepted in writing by the developer.

N. WATER SYSTEMS. No individual water supply system shall be permitted on any lot unless such system is located, constructed, and equipped in accordance with the with the requirements, standards, and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authority.

O. No automobiles will be stored on any lot or kept on blocks unless in the basement of a structure. Boats, utility trailers, recreational vehicles and travel trailers must either be parked or stored in the basement or behind the front building line of the residential structures. No tractor trailer trucks, panel vans or other commercial truck in excess of a one ton classification shall be parked or stored on any lot.

P. No microwave dishes or television or radio antennas shall be placed on any lot in the subdivision; unless approved in writing by the developer. Only satellite dishes of the smallest diameter available for proper reception shall be allowed. Every attempt shall be made to place said dish out of sight from front of lot.

Q. No propane gas tanks shall be allowed unless approved and located by the developer.

R. YARDS. Upon the completion of a residence, all front and side yards which are not left in a natural wooded state will be landscaped with solid sod. The rear yard may be seeded, sprigged, or solid sod.

S. ROOFS. The roof pitch on any residence shall not be less than 7 and 12 unless first approved in writing by the developer. All roof vents and pipes shall be painted as near the color of the roof as possible, and shall be located on the rear of the structure and not viewed from the front.

T. PORCHES. All porches on the front and sides of any dwelling shall be supported by the foundation of the structure, unless approved by the developer.

U. MAIL BOXES. Mail boxes and posts must be of a design specified by the developer.

V. DRIVEWAYS. All driveways visible from the street must be pea-gravel concrete finish, asphalt, or concrete finish.

W. CROPS. No lot shall be cultivated for crops of any sort, except for gardens of reasonable size, which is to be located in the rear of any dwelling.

X. SIGHT EASEMENTS. No fence, wall, tree, shrub, or bush shall be erected or planted in such a way as to prevent any pedestrian or operator of a motor vehicle from having clear, open and safe scope of vision at any intersection, corner, or other adjoining of streets, or as to obstruct passage on public right of way. Height of shrubbery near intersections is not to exceed 30 inches.

Y. The intent of the developer of Aradon Farm is to preserve for present and future lot owners a heavily wooded physical environment in which a maximum amount of existing vegetation is preserved in an undisturbed state, typical of an oak-hickory forest, and that each lot owner is required to replace dying, diseased, or absent trees in order to maintain a desired degree of tree coverage. Hence, each lot owner in AraDon Farm shall observe the following restrictions regarding the removal and restoration of vegetation: no more than 30% of the trees may be removed; the owner must replant dead or diseased trees; any clearing, cutting, or pasture land must be approved by the developer and must be located behind the home and no closer than twenty-five (25) feet from the boundary line.

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Wallace Wyatt Jr, Judge of Probate

D. The developer shall not be responsible to check for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

E. Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement, and in the event any one or more of said covenants or restrictions shall for any reason be held to be invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.

F. The Protective Covenants can be amended during the development stage only by the developer and thereafter by a 75% majority of the property owners.

4. PROPERTY OWNERS ASSOCIATION

A property owners association will be formed at a time determined in the sole discretion of the Developer, to promote community integrity, maintain the entrance and right-of-ways and for other purposes determined by the Association. The Association shall have the right to assess charges against each parcel of land for said maintenance of the entrance and rights-of-way and for any other costs agreed to by two-thirds of the "property owners". Each owner, by acceptance of a deed for any property in Aradon Farm, shall become a member of the Association and is deemed to have covenanted and agreed to pay the Association charges as provided herein. These charges together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such charge is made.

5. COVENANT FOR MAINTENANCE ASSESSMENT

A. The covenants and restrictions herein shall be deemed to be covenants running with the land. If any person shall violate or attempt to violate any of such restrictions or covenants, it shall be lawful for the undersigned or any person or persons owning any lot on said land; A) to prosecute proceedings at law for the recovery of damages against the person or persons so violating or attempting to violate any such covenant or restriction, or B) to maintain a proceeding in equity against the persons or persons so violating or attempting to violate any such covenant or restriction for the purpose of preventing such violation, provided however, that the remedies in this paragraph contained shall be construed as cumulative of all other remedies now or hereafter provided by law.

B. It is understood and agreed that the foregoing covenants and restrictions shall attach to and run with the land for a period of twenty-five (25) years from the date set out below, at which time these covenants and restrictions shall be automatically extended for successive periods of ten years, unless by a vote of a 75% majority of the then owners of the lots, it is agreed to change same in whole or part, and that it shall be lawful for the developer and lot owners to institute and prosecute any proceedings at law or in equity against the person, persons, corporation or corporations violating or threatening to violate said covenants and restrictions: and failure to institute proceedings for any one or more violations shall not constitute approval of same or be construed as a waiver of any right of action contained herein, for past or future violations of said covenants and restrictions.

IN WITNESS WHEREOF, the said developer and lot owners have executed this instrument on the day of _____, 1997.

DEVELOPER - ANDREW DON OLVEY AND ELLEN S. OLVEY

By: Andrew Don Olvey
Andrew Don Olvey

Ellen S. Olvey
Ellen S. Olvey

St. Clair County, AL
Wallace Wyatt Jr, Judge of Probate
Date 04/13/1998
Deed Tax = \$0.00
Mortgage Tax = \$0.00
Recording = \$19.00
By: Demetry

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04/13/1998
Wallace Wyatt Jr, Judge of Probate
09:32A

Z. The developer reserves the right to make any road or other improvements abutting on said property, to change the present road or other street grades, if necessary, without liability to the purchasers, their heirs and assigns for any claims for damages: and further reserves the right to change or modify the restrictions on any property in said subdivision, in order to enhance the subdivision and to amend these covenants as set out herein as it so desires.

AA. During all construction any damage to streets not repaired by the contractor will be repaired by the undersigned (after 10 day written notice) and will be charged to the contractor (or owner) at a reasonable cost for such services, which charge shall constitute a lien upon such Lot enforceable by appropriate proceedings at law or equity. During construction all builders must keep the homes, garages, and building sites clean. All building debris, stumps, trees, etc. must be removed from each building lot by the builder as often as necessary to keep the house and lot attractive. Such debris will not be dumped in any area of the subdivision.

BB. UTILITY BASEMENTS. The undersigned reserve, for themselves, their successors and assigns the right to use, dedicate and/or convey to the appropriate utility company or companies, rights of way or easements on, over, across or under the ground to erect, maintain and use utilities, electric and telephone poles, wires, cables, conduits, storm shelters, sanitary sewers, conveniences or utilities on, in and over strips of land each side line of each lot as needed.

CC. No lot shall be sold or used for the purpose of extending any public or private road, street, or alley, for the purpose of opening any road, street, or alley except by the prior written consent of the developer, its successors and assigns.

DD. DRAINAGE. To insure the maintenance of the natural beauty, no owner shall be allowed to dam up the creeks which flow through said Subdivision, nor shall they change the flow of said creek or wet weather streams. The lot owner shall be responsible for the drainage of all surface waters on the lot so as not to increase the natural drainage across neighboring lots. The lot owner shall also be responsible for drainage and silt control during the construction of residence.

EE. UTILITIES. The lot owner shall be solely responsible for the cost and expense of the installation of all utilities used on any lot up to the lot line. Furthermore, all electrical power transmission lines on any lot shall be required to be installed underground up to the lot line. Developer shall not be responsible for the cost and expense of installing or maintaining any utilities, including underground electrical power, used on any lot up to the lot line.

3. CONTROL COMMITTEE

A. All plans and specifications including plot plans, site plans, grading and drainage plans and exterior texture and color selections of residences on any lot in AraDon Farm shall be first filed with and approved by the developer before any construction is begun. The developer shall have the authority to require modifications and changes in plans and specifications if it deems the same necessary in its sole judgment to seek conformity of the proposed dwelling with restrictions hereof. All construction shall be built to the latest edition of the Southern Building Codes as a minimum requirement.

B. The authority to review and approve any plans and specifications as provided herein is a right and not an obligation. Contractors and owners shall have the sole obligation to oversee and to construct dwellings in accordance with the restrictions hereof and the plans and specifications approved by the developer.

C. Any remodeling, reconstruction, alterations or additions to an existing residence shall require the written approval of the developer, but shall comply with all restrictions and covenants.

N9801581 N DEED
04/13/1998
Wallace Wyatt Jr, Judge of Probate 09:32A

**MODIFICATION
OF
DECLARATION
OF
PROTECTIVE COVENANTS
FOR
ARADON FARM SUBDIVISION**

2009 4 29 11:21 AM
Recorded in the Office
of the Judge of Probate
St. Clair County, Alabama
05-29-2009 11:21:21 AM
The Building - Judge of Probate
St. Clair County, Alabama

THIS DECLARATION, made this 15th day of May, 2009 by Andrew Don Olvey and Ellen S. Olvey, hereinafter called the "Development".

WHEREAS, the Developer has previously filed in the Office of the Judge of Probate for St. Clair County, Alabama, Protective Covenants for Aradon Farm Subdivision in Instrument Number N9801581. The Protective Covenants apply to the lot owners of all sectors of the subdivision as recorded in Map Book 53, Page 5; Map Book 6, Page 11; Map Book 2004, Page 79; Map Book 2005, Page 33; and Map Book 2005, Page 43, in the Office of the Judge of Probate of St. Clair County, Alabama, at Pell City.

WHEREAS, in Paragraph 5(F) of the Protective Covenants, the Developer reserved the right to amend the Protective Covenants of Aradon Farm Subdivision.

WHEREAS, the Developer has deemed it prudent and in the best interest of Aradon Farm Subdivision to amend the Protective Covenants as follows:

Paragraph 1(E) is amended to read as follows:

E. "FLOOR AREAS. No dwellings shall be erected containing less than two thousand (2000) square feet of living (heated) area for one-story buildings exclusive of porches, garages, and basements. Any 1 ½ story dwelling must contain at least one thousand eight hundred (1800) square feet of living area on the first floor, with no less than a total of two thousand six hundred (2600) square feet of living (heated) area in the entire building. Any two story dwelling must have at least two thousand four hundred (2400) square feet of living (heated) area, provided the first story will in no event be less than one thousand two hundred (1200) square feet of living (heated) area. On any two story

structure, the area used for any vaulted foyer area shall be added to the second floor square footage. All dwellings will have wooden windows (except as set out in 2(J) hereafter), brick, stucco, or stone on all four sides of the foundation, no exposed block, and shall be at least (50) feet in length across the front of the dwelling, except a two story dwelling which can be (40) feet in length across the front."

Paragraph 2(Q) is amended to add the following:

Q. "... Propane gas tanks must be concealed by a hedge or privacy fence."

Paragraph 2(R) is amended to add the following:

R. "YARDS... In the event a residence is not constructed on a lot within twelve (12) months after it has been conveyed by the Developer, then the owner of the lot shall plant and maintain the landscape with solid sod to encompass an area no less than twenty (20) feet in depth from the edge of the road right-of-way."

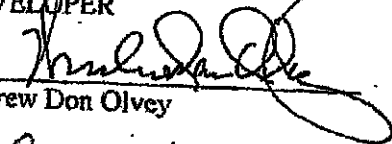
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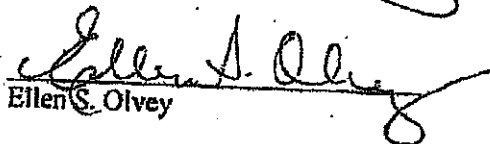
FF. "No above ground swimming pools shall be allowed."

EXCEPT AS HEREIN modified or amended all other terms of the Protective Covenants shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer, Andrew Don Olvey and Ellen S. Olvey, have caused this instrument to be executed on the date above first written.

DEVELOPER


Andrew Don Olvey


Ellen S. Olvey

INSTRUMENT PREPARED BY:

ELIZABETH S. PARSONS
BLAIR and PARSONS, P.C.
1711 Cogswell Avenue
Pell City, Alabama 35125

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2009-11-4358
Recorded at the office
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08-13-2009 11:11:11 AM
Title Services - Office of the State
St. Clair County - Alabama
Book/Pg: 089/0307
Transferor's E-Record: 089/0307
Tras: 089/0307-0307
Recorded: 11/13/09 11:11:11 AM
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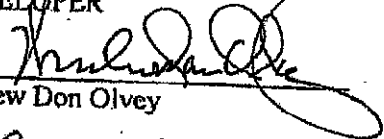
Paragraph 2(FF) is added as follows:

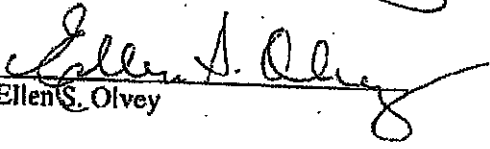
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DEVELOPER


Andrew Don Olvey


Ellen S. Olvey

INSTRUMENT PREPARED BY:

ELIZABETH S. PARSONS
BLAIR and PARSONS, P.C.
1711 Cogswell Avenue
Pell City, Alabama 35125

Commonword(1777-084)

2009-04392
Recorded in the
DEED Book 1
02-13-2009 11:11:10 AM
Title Services - Office of Notary
St. Clair County - Alabama
Book/Pg: 2009/0297
Town/Cash: Pell City
Trent: 2009-04392
Recording: 2009-04392
2009-04392