RLPY 2019 45674
Recorded In Above Book and Page
10/22/2019 09:24:27 AM
Will Motlow
Probate Judge
Lauderdale County, AL

Recording Fee 35.00
TOTAL 35.00

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE GROVE SUBDIVISION FLORENCE, ALABAMA

AP III, L.L.C., as the initial owner and declarant, and future owners of the property on the map and plat prepared by James E. Alexander Land Surveying, LLC, and known and designated as The Grove Subdivision, located in Lauderdale County, Alabama and shown on Plat Book Number 7, Page Number 390 hereby impose on all the lots provided in said plat the following covenants and building restrictions, including all modifications.

Every owner of a lot will be a member of The Grove Subdivision Homeowners' Association. Fees, dues, assessments initially in the amount of five hundred dollars and no/100 ($500.00) per year on October 1st and other obligations of members of The Grove Subdivision Homeowners' Association shall be set forth in the articles of incorporation and bylaws of The Grove Subdivision Homeowners' Association, the developer or declarant shall not be responsible for paying any fees or assessments to the Homeowners' Association.

I. LAND USE AND BUILDING TYPE: no lot or part thereof shall be occupied, used, or maintained except as one single-family residential dwelling primarily devoted to and used as a residence. No lot may be altered except to increase the lot in size.

II. EXTERIOR MAINTENANCE

The Grove Subdivision Homeowners' Association will provide maintenance to common areas as follows:

A. All signs

B. All fences and/or walls in common areas

C. Irrigation system in common areas

D. All electrical and lighting systems in common areas

G. All landscaping in common areas to include mowing, edging, trimming, chemical treatment and upkeep of all right-of-ways and easements adjacent to common areas.

H. The Grove Subdivision Homeowners' Association, Inc. will not provide maintenance for individually owned lots.

I. In the event that damages to any common area are caused by or arise out of any willful or negligent act of an owner, members of his/her family, or his/her guests, the cost of such repair or replacement shall be paid in full by that owner.

J. In the event a property owner fails to maintain, restore and repair the property in a satisfactory manner, The Grove Subdivision Homeowners' Association shall have

35.00

the right, but not the obligation, through its contractors, agents and employees, to enter said property and to make the necessary repairs. The cost of such maintenance shall be the responsibility of the owner and a suit for specific performance costs may be filed to collect reimbursement of all costs, including reasonable attorney fees.

III. CONSTRUCTION, DWELLING QUALITY, AND SIZE:

Minimum square footage as follows:

Lots 1-15

All houses shall have a minimum square footage of 3,000 square feet of heated and cooled living space, excluding basements, porches, decks, patios, attached garages, and carports.

Lots 16-40

All houses shall have a minimum square footage of 3,500 square feet of heated and cooled living space, excluding basements, porches, decks, patios, attached garages, and carports.

Construction of any house or building must be fully completed within 12 months of the commencement of construction and no unfinished house may be occupied. The visible surface of the foundation of any structure must be covered with the same masonry as the residence. The exterior of any structure must be at least 80% brick or masonry. All homes/buildings must have good quality workmanship and materials. All outbuildings and detached garages, permissible for the storage of not more than three cars, are to be constructed from the same materials as the main structure.

No site work or construction of any type shall be commenced until the party proposing to undertake such construction shall have obtained all construction and work permits necessary from all governmental agencies having jurisdiction over any aspect of such construction.

To maintain The Grove Subdivision as a pleasant and desirable environment, to establish and preserve a harmonious design for the subdivision and to protect and promote the value of the property; no home building, gazebo fence, garage, or any other structure or improvement or addition of any kind shall be erected, placed, attached to, or altered until the proposed plans, specifications, exterior color and finish, plat plan (showing proposed location of such house, building or structure, drives, and parking area), building height and grading, and drainage plans shall have been approved in writing by the Architectural Review Committee prior to the commencement of construction.

IV. BUILDING LOCATION

A. Set back lines

Setback lines shall be subject to applicable zoning ordinances. The front set back line is 75 feet from the front property line; the rear set back line is 30 feet from the rear property line; and the side set back line is 20 feet from the side property line. However, in no case shall such setback lines be less than as shown on the recorded plat or plats of such property.

B. All lots

The location of the buildings on all lots shall be as herein provided and in no event shall any dwelling be erected or any lot used in violation of the R-1 requirements as set forth in the Municipal Code of the Town of St. Florian, Alabama.

Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved on lots shown on the recorded plat. The granting of these easement or rights of access shall not prevent the use of the area by the owner for any permitted purpose except for building.

THE ARCHITECTURAL AND DESIGN REVIEW COMMITTEE

The Architectural and Design Review Committee shall be composed of three (3) individuals designated by The Grove Subdivision Homeowners' Association. Initially these members are Jack Dressler, Randal Dressler, and Matthew Aldridge.

Two copies of all plans and related data shall be submitted to the Architectural Review Committee. Disapproved plans and related data shall be accompanied by a reasonable statement of items found unacceptable. In the event approval of such plans is not granted or denied within thirty (30) days following receipt by the Architectural Review Committee of the written request for approval, the provisions of this section shall be waived. Refusal or approvals of plans, site location, building height, or specification may be based by the Architectural Review Committee upon any ground which is consistent with the objectives of these covenants, including purely aesthetic considerations, so long as such ground is not arbitrary or capricious.

The Architectural and Design Review shall be directed toward obtaining the following objectives:

A. Preventing excessive or unsightly grading, indiscriminate earth moving or clearing of property, removal of trees and vegetation which could cause disruptions of natural water courses or sear natural land forms.

B. Insuring that the architectural design of structures and their materials and colors are visually harmonious with the overall appearance of lands owned by the developer and others.

C. Insuring that any development, structure, or landscaping complies with the provisions of these covenants.

D. Landscaping: All lots, at a minimum, shall be sodded across the front, both sides, and 30 feet from dwelling on rear of property. Dwelling shall be landscaped within two (2) months of receiving a certificate of occupancy from the town of St. Florian, Alabama. Landscaping plans shall include the addition of five (5) trees on the lot, three (3) in front and two (2) in rear. Said trees shall have a two and half (2 1/2) to three (3) inch caliper at the base. All landscaping plans must be approved by the Architectural Review Committee. All yards must be kept clean, neat, and presentable by the owner of the property at all times. Failure to mow/bush hog vacant lots at least twice a year will result in a fine as alluded to in the "violations" section of this document.

E. Exterior Finish: All exterior finishes must be approved by the Architectural Review Committee prior to construction.

F. Roofing: All asphalt roofing material shall be architectural shingled only. All other roofing material shall be approved by The Grove Subdivision Homeowners' Association. No turbines of any kind shall be allowed on the roof of any dwelling. A minimum roof pitch of 9 in 12 is required. Roofing of less pitch shall be allowed only in minor areas not to exceed 20% of total roofing area or as may be approved by the Architectural Review Committee. All appurtenant roofs shall be of same materials and colors as the main structure.

G. Driveway/Parking: all homes must have a driveway of a permanent nature, constructed of concrete or brick paver. All driveways must be completed at the time of completion of main dwelling structure and must be designed in a fashion to accommodate cars for both owners and guests. Entryways on lots which may front on two streets shall require Architectural Review Committee approval.

H. Exterior lighting: exterior lighting of homes or landscaping shall be in character and keeping with the general subdivision. Yard lighting shall be directed downward and/or away from adjacent property.

I. Mailboxes/Newspaper Boxes: the design of all mail and newspaper boxes must be approved by the Architectural Review Committee.

J. Outdoor Equipment: all garbage and trash containers, bottled gas tanks, swimming pool equipment and housing, HVAC units, sprinkler pumps, and other outdoor equipment must be placed at a site or screened as to not be readily visible from any adjacent street or property. Adequate landscaping and/or fencing approved by the Architectural Review Committee shall be installed around these facilities and maintained by the owner.

K. Trucks, Commercial Vehicles, Recreational Vehicles, Boats, Campers and Trailers and Utility or Recreational Trailers: No commercial truck, commercial vehicle, or equipment shall be permitted to be parked or to be stored at any place on the property. This prohibition on parking shall not apply to temporary parking of trucks and commercial vehicles

used for short time pickup and delivery. No boat, boat trailer, or other trailer of any kind, camper, mobile home, motor home, or non-working vehicles shall be permitted to be parked or stored unless fully enclosed inside a structure. None of the aforementioned vehicles shall be used as a domicile or residence, either permanent or temporary. Motor homes, travel trailers, campers, boats, and recreational or utility trailers are not to be parked on the streets. Owners may park in private driveways for a period of time not to exceed 24 hours for loading and off loading.

L. Signs: No signs, free standing or otherwise installed, shall be erected or displayed in or on any lot or structure, except for a realtor, "for sale by owner", and builder signs. The maximum number of signs that are permitted on a lot is one (1) in the front of the house. If new construction, the builder and the realtor may place one sign each at the front of the house. All signs must be staked in the ground.

M. Animal Control: commonly accepted household pets such as dogs, cats and pet birds may be kept in reasonable numbers, provided that they are not kept, bred or maintained for any commercial purpose. Any outside dogs or cats must be contained on the owner's property or on a leash. No chronic barking dogs will be allowed in the subdivision. The main purpose and intention of this restriction is to maintain the quiet and peace of the subdivision and for the safety of residents in the subdivision. All city leash laws apply.

N. Fences: No fencing in excess of six (6) feet in height shall be allowed on any lot. No chain link fences shall be allowed on any lot. All fences, hedges, or ornamental structures must be approved in writing by the Architectural Review Committee prior to construction thereof. Fencing for any lot is to be located at the rear and sides of any residence and at no time will be allowed in the front yard of any dwelling. Fencing allowed is limited to those styles approved by the Architectural Review Committee and described below this paragraph. As provided for herein, both wooden fencing and metal fencing choices are permitted; however, wooden fencing is permitted to extend to the lot lines of a dwelling, while metal fencing shall not be erected closer than five (5) feet of side and rear lot lines. Prior to construction, all fences (both type and location) shall be approved by the Architectural Review Committee. No chain link or similar fencing, vinyl or fiberglass fencing of any kind, including that for animal kennels, will be allowed on any lot.

Wooden Fencing Restrictions:

All wooden fencing to be erected on any lot in The Grove Subdivision shall be constructed of cedar in a shadowbox design with arched tops. The height shall not exceed six (6) feet, boards will be a minimum of six (6) inches wide, posts will be six inches by six inches (6 x 6) pressure treated wood and sections will be no longer than eight (8) feet (post to post). Fences should follow the contour of the terrain and may have single entry or double gates of the same or decorative design. The stain color will be semi-transparent, of Pittsburg Paints Color 708 (Walnut) or like color as approved by the Architectural Review Committee.

Metal fencing restrictions:

All metal fencing to be erected on any lot in The Grove Subdivision shall be constructed of aluminum or wrought iron metal. The height shall not exceed six (6) feet. Sections of fencing will not exceed eight (8) feet (post to post). The color will be black, or a like neutral color, as approved in writing by the Architectural Review Committee. Posts of metal will be in keeping with the fence selection (metal type and style), or may be decorative, using stone or brick, as approved by the Architectural Review Committee. Stone or brick decorative posts will not exceed 18 inches square. Gates may be single entry or double gates of the same or decorative design.

O. Bird Baths and Statuary: No bird baths or statuary will be permitted on front lawns (ground covered with grass that is mowed regularly). Front lawn areas will be kept clean and neat. No basketball goals may be located nearer the street than the side of the house.

P. At no time shall any vehicle or the like, whether operable or inoperable, be parked on lawns or vacant lots.

Q. Satellite and Antennas: No exterior antennas, antenna poles, antenna masks, towers or other such apparatus shall be permitted. Satellite dishes shall be located at the rear of the house in an inconspicuous location and shall be screened from the view of the front street.

R. No parking of any kind shall be allowed on the common grounds or undeveloped lots of the subdivision.

S. All awnings, canopies, shutters, patio covers, etc. must be approved in writing by the Architectural Review Committee. No wall or window air conditioning units shall be allowed.

T. Garbage and Refuse: No lumber, metals, or bulk materials shall be kept, stored or allowed to accumulate on any lot within the property, except building materials during the course of construction. No refuse or trash shall be kept, stored or allowed to accumulate except between scheduled pick-ups. Builders must provide dumpsters on the property during construction and reasonable clean-up shall be completed upon the construction site on a daily basis by builders and subcontractors.

U. Pools and Pool Enclosures: All pools, pool enclosures, spas or Jacuzzis must be designed to complement the architectural components of the dwelling. No above ground pools shall be installed on any lot. All pools, pool enclosures, spas, and Jacuzzis and equipment must be approved by the Architectural Review Committee in writing prior to construction. All pools and the like must be fenced.

V. Roads/Streets: Developer has constructed all roads shown on the plat and hereby dedicates to them to The Grove Subdivision Homeowners' Association and shall be for

public use as roads. It remains the responsibility of The Grove Subdivision Homeowners' Association to maintain and upkeep roads/streets.

W. Option of Developer/Property Owners to Purchase: In the event the dwelling on any lot is wholly or partially destroyed by fire, flood, or any other cause or casualty and the owner thereof does not rebuild or restore the same to like good order and condition as existed prior to such total or partial destruction within six months of such destruction, then The Grove Subdivision Homeowners' Association will have the right and option to purchase such lot at fair market value thereof as fixed and determined by the average of three appraisals in writing, one by each of three licensed real estate brokers or appraisers licensed to do business in Lauderdale county, Alabama. If the developer or homeowners' association does not exercise the option, then any other lot owner in the subdivision may do so on a first come basis.

TERMS OF RESTRICTIONS AND AMENDMENTS:

The protective covenants and restrictions of this declaration shall run with and bind the land and shall be binding on all persons claiming under them for a period of twenty (20) years from the date this declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years. This declaration may be amended by an instrument signed by not less than seventy-five (75%) of property owners. Any amendment must be recorded in the office of the judge of probate of Lauderdale County, Alabama.

VIOLATIONS:

If any person or entity shall violate any of the protective covenants or restrictions herein, it shall be lawful for any person or persons owning property in this subdivision to prosecute any proceedings at law or in equity against the persons or person violating any such protective covenants or restrictions to prevent any such violation or attempted violation or recover damages for same. The property owner found by the courts to violate these covenants or restrictions will be obligated to pay the attorney fees of the parties filing the legal action.

If a property owner is not in compliance with the covenants and restrictions of The Grove Subdivision, the property owner will first receive a verbal communication as to the nature of the non-compliance.

If the non-compliance is not corrected within 15 days of the verbal communication, there will be a written warning.

If the non-compliance or violation is not corrected within 15 days of the written warning, a fine of $100.00 will be imposed.

If the correction is still not made within 45 days of the verbal communication, a $250.00 fine will be imposed. Should the fines be ignored and violations continue, appropriate legal action may be taken against the person or persons violating the covenants and restrictions. The non-compliant property owner shall be held responsible for all legal and court fees.

SEVERABILITY:

Invalidation of any one of these protective covenants or restrictions by judgment or court shall in no way effect any of the other provisions which shall remain in full force and effect.

MISCELLANEOUS:

If there is a conflict between these protective covenants and the subdivision plat, the plat will override these covenants.

Executed this 9TH day of SEPTEMBER, 2019.

JACK DRESSLER

Randal A. Dressler

RANDAL DRESSLER

Matthew B. Aldridge

MATTHEW ALDRIDGE

STATE OF ALABAMA)

COUNTY OF LAUDERDALE)

I, the undersigned authority, a Notary Public in and for said County and in said State, hereby certify that **JACK DRESSLER,** whose name is signed to the foregoing and who is known to me, acknowledged before me on this day, that being informed of the content of the foregoing, in his capacity as Incorporator and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 9th day of September, 2019.

Denise L Davis

NOTARY PUBLIC

My Commission Expires: COMMISSION EXPIRES 6/06/2022

DENISE L. DAVIS NOTARY PUBLIC ALABAMA STATE AT LARGE

STATE OF ALABAMA)

COUNTY OF LAUDERDALE)

I, the undersigned authority, a Notary Public in and for said County and in said State, hereby certify that **RANDAL DRESSLER,** whose name is signed to the foregoing and who is known to me, acknowledged before me on this day, that being informed of the content of the foregoing, in her capacity as Incorporator and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 17th day of October, 2019.

PHYLLIS B. ALEXANDER NOTARY PUBLIC ALABAMA STATE AT LARGE

Phyllis B. Alexander
NOTARY PUBLIC
My Commission Expires: MY COMMISSION EXPIRES 1-4-2023

STATE OF ALABAMA)

COUNTY OF LAUDERDALE)

I, the undersigned authority, a Notary Public in and for said County and in said State, hereby certify that **MATTHEW ALDRIDGE,** whose name is signed to the foregoing and who is known to me, acknowledged before me on this day, that being informed of the content of the foregoing, in his or her capacity as Incorporator and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 17th day of October, 2019.

PHYLLIS B. ALEXANDER NOTARY PUBLIC ALABAMA STATE AT LARGE

Phyllis B. Alexander
NOTARY PUBLIC
My Commission Expires: MY COMMISSION EXPIRES 1-4-2023