

Henry Co., AL  
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Jo Ann Smith, Judge of Probate

PROTECTIVE COVENANTS  
AUTUMN CREEK VILLAGE SUBDIVISION

STATE OF ALABAMA  
HENRY COUNTY

THIS DECLARATION made this 18<sup>th</sup> day of March, 2009, by  
J Hyman Homebuilders, LLC hereinafter called the Declarant.

WITNESSETH:

WHEREAS Declarant the owner of record of the following described real estate to-wit:

All property embraced in Autumn Creek Village Subdivision, according to the map or plat of said subdivision appearing of record in Office of the Judge of Probate of Henry county, Alabama, in Plat Book \_\_\_page \_\_\_ all of the property lying and being in Henry County, Alabama.

whereas Declarant is desirous of establishing and placing the heretofore described subdivision under certain restrictive covenants to insure the use of the property for attractive purposes, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the high quality and tone of the property, and thereby to secure to each site owner the free and full benefit and enjoyment of his or her site with no greater restrictions upon the free and undisturbed use of his or her site than is necessary to insure the same advantages to the other site owners.

NOW THEREFORE, Declarant does hereby adopt the following conditions, restrictions, covenants, and limitations, which shall apply in their entirety to all lots in the Autumn Creek Village Subdivision, Henry county, Alabama, and shall hereafter be included as part of the consideration in transferring and conveying title to any or all of said lots of said subdivision, and shall be binding on all parties having the right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each owner thereof.

## I. DEFINITIONS

1. "Declarant" shall mean and refer to J. Hyman Homebuilders, LLC., its successors and assigns.
2. "Common Area" shall mean and refer to that real property in the subdivision identified as a common area on the map or plat of the subdivision and utilized for the common use and enjoyment of the owners of lots in the subdivision.
3. "Architectural Control Committee" shall mean and refer to a committee of two or more persons appointed by the Declarant, its successors and assigns. The purpose of this committee is to review all lot improvements for conformance to the community design standards, before, during and after completion of the improvement.
4. "Maintenance Fees" shall mean and refer to the expenditures or liabilities incurred by the Declarant, its successors and assigns, and /or the Homeowners Association, used to promote the recreation, health, and safety and welfare of the residents of the subdivision and for the improvement and maintenance of the lake and common areas of the subdivision, or otherwise authorized herein.

## II. LAND USE AND BUILDING TYPE

### RESTRICTIONS

1. Minimum heated square feet of primary residence shall be 1200 sq. feet
2. Carport may be acceptable as determined by the A.C.C. Garage entry may face the street.
3. Finish floor at front entry shall be no lower than 8" above finish grade at its highest point adjacent to building footprint fronting lot. Builder must install a 3 ft. walk way in front of each home located on an interior lot and must join to any other walk existing on either side of adjoining lot to create a continuous side walk for the development.
4. Vinyl, Brick, stone, stucco and hardi-plank exterior is acceptable. All concrete foundation work above grade shall be finished with stucco, brick, or mortar wash. Minimum roof pitch on main dwelling shall be 6 on 12.

- 2. No skylights or roof windows shall front street.
- 6. All chimneys shall be constructed of primary building material of adjoining wall.
- 7. All roof penetrations (stackvents, etc.) shall be located in rear of building.
- 8. All pets must be retained within confines of the property when not on a leash.
- 9. No fencing shall protrude past the furthestmost rear corner of any residence toward the front lot line without A.C.C. approval.
- 10. No chain link fence will be allowed unless vinyl coated black or must be contained within an approved perimeter fence.
- 11. All structures, landscaping and other improvements on individual lots shall be continuously maintained by lot owner for a well kept appearance, including any vacant lot. Lots must be kept neat, clean, orderly, free of debris and litter, mowed and trimmed. Landscaping, including grassing, planting of shrubs, trees, flowers and other features shall be completed prior to close. All side walks located in front of each dwelling must be kept clean by the land or home owner.
- 12. No cars that cannot move on their own power may be kept exposed on property, all boats, R/V's, off road vehicles and the like shall be contained behind the home in an A.C.C. approved fence.
- 13. Outbuildings or detached structures must be approved by the A.C.C.
- 14. All pools must be enclosed with a fence approved by the A.C.C.
- 15. Driveways shall be concrete.
- 16. All mailboxes shall be provided by the builder and must be a typical residential construction, see A.C.C. for approval.
- 17. In the event ridge vents are used, they must be of the "shingle over" design.
- 18. All wall framing shall be no greater than 16" on center.
- 19. House and building placement shall be determined by set backs.
- 20. Easements are reserved for power, water and any other utilities and in the event that utilities have to be placed it is the responsibility of the home owner to repair yard.
- 21. No noxious or offensive activities shall be carried on upon the lot, nor shall anything be done that shall be considered a nuisance to the neighborhood.
- 22. No building materials or temporary buildings of any kind shall be placed or stored on the property until the owner is ready to commence the construction of said building or fence. Any building for any reason must be approved by the A.C.C.. All projects must be completed in 1 year or less.

23. No sign shall be placed except one designated by a licensed realtor or mortgage lender for the purpose of selling the property and this shall not exceed the typical size currently in use in a residential neighborhood.

24. No towers, conductors, convertors, satellite dishes or other facilities or equipment for the reception of audio or video broadcasts be maintained on any lot unless the same shall be located behind the main dwelling inside a privacy fence and the structure not be visible from the street.

25. No garbage, trash cans, ashes, refuse, may be visible and must be stored behind or inside the structure.

26. Inoperable vehicles (that have been inoperative for more than 30 days) shall not be visible to the public and must be placed inside an ACC approved building.

27. No livestock or poultry or animals shall be bred or maintained on the property. No commercial breeding (for sell) of any kind shall be allowed.

28. All pleasure vehicles to include travel trailers shall be stored behind an ACC approved privacy fence.

29. Outside burning of trash or refuse is prohibited.

30. No commercial machinery shall be placed or stored on any lot except as needed for construction of that lot.

31. The Declarant reserves unto itself, its successors and assigns, a perpetual alienable and releasable easement and right, on, over, across and under the ground to erect, maintain and use electric poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone, gas, sewage, water or other public conveniences or utilities, and such other easements as are shown on the recorded plat of Autumn Creek Village Subdivision. The easements expressly include the right to cut any trees, bushes, shrubs, hedges, etc. and include the right to grade, ditch and any like action reasonably necessary to provide economical utility installation.

32. No child under the age of thirteen (13) shall be allowed in any common area without adult supervision.

33. No motorcycles, four-wheelers, go-carts, or other motorized recreational or all terrain vehicles shall be allowed in the common areas of the subdivision.

34. All builder plans shall be submitted no less than 10 days prior to construction, all fence and out building plans after initial construction of residence shall be submitted 30 days prior to construction. All items required for plan review shall include the following:

The ACC and J. Hyman Homebuilders (the developer) retains the right to change and amend these restrictions as they see fit until the development is turned over to the Home Owners Association. The developer will form and create a home owners association which will manage the community when he deems necessary but no later than 75% or more of the homes are constructed within this development. At that point in time a committee will be elected from a majority vote of the residence to manage the HOA. The association.

35. Any occupant or property owner in Autumn Creek Village that violates or attempts to violate these restrictions while in force and effect and provided it shall be lawful to do so, the ACC, developer, or HOA shall have full right and authority to take all actions available at law to bring into compliance violator. It is further stated that the ACC, developer, or HOA shall be reimbursed all cost and reasonable attorney fees for the resulting action.

36. Signature of Seller  Date 3-18-09

37. Signature of Buyer \_\_\_\_\_ Date \_\_\_\_\_