

2018 10041
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Mike Bowling - Judge of Probate
St. Clair County, Alabama

Corrected Amendment to Declaration of Protective Covenants

for
Aradon Farm Subdivision

This Amendment to Declaration of Protective Covenants for Aradon Farm Subdivision is made and entered into this the 15th day of August, 2018, by Ellen S. Olvey and Aradon Development, LLC. An Alabama limited liability company (Surviving Developer).

Whereas, Don and Ellen Olvey and Aradon Development, LLC (Developer), have developed various phases and sectors of Aradon Farm Subdivision located in St. Clair County, Alabama; and

Whereas, Ellen Olvey is the sole surviving member of Aradon Development, LLC; and

Whereas, maps and plats of the various phases and sectors of Aradon Farm Subdivision are recorded in Map Book 6, page 11; Map Book 6, page 26; Book A53, page 5; Map Book 2004, page 43; Map Book 2004, page 79; Map Book 2005, page 33; Map Book 2005, page 12; Map Book 2005, page 43; Map Book 2005, page 75; Map Book 2006, page 40; Map Book 2007, page 95; Map Book 2007, page 101; and Map Book 2009, page 2; and

Whereas all of the various phases and sectors of Aradon Farm Subdivision have been developed in accordance with a general plan or scheme as is set out by Developer in the Declaration of Protective Covenants for Aradon Farm Subdivision, as is recorded as Instrument N9801580 in the Office of the Judge of Probate of St. Clair County, Alabama, as amended and modified; and

Whereas, the nature and quality of the various phases and sectors of Aradon Farm Subdivision as well as the general plan or scheme of development thereof is evident from an inspection of the various phases and sectors; and

Whereas, the owners of lots within the various phases and sectors of the Aradon Farm Subdivision have conformed all improvements and structures located on their respective lots to provisions of the Declaration, as amended and modified; and

Whereas, the Developer or Surviving Developer has, at the request of the various lot owners, reviewed and approved all plans for construction as provided for in the Declaration as amended and modified; and

Whereas, Surviving Developer has acquired all the rights, interests, and ownership of Developer; and

Whereas, Surviving Developer desires to continue the development of Aradon Farm Subdivision in accordance with the general plan or scheme of development; and

Whereas, Surviving Developer desires to further amend and modify the Declaration as previously amended and modified as follows:

1. Paragraph 1. B. of the Declaration, as amended and modified, is deleted and the following paragraph 1. B. is substituted in lieu thereof:

No structure shall be erected, altered, placed, or permitted to remain on any lot other than one (1) detached single - family dwelling not to exceed two and one-half stories, or 40 feet in height, a private garage and other outbuildings incidental to and necessary for proper residential use of the lot. No mobile home or modular housing is allowed. Separate garage buildings are permitted. Any outbuilding will be in conformity to the standards set herein and approved by the Surviving Developer.

2. Paragraph 2. A. of the Declaration, as amended and modified, is deleted and the following paragraph 2. A. is substituted in lieu thereof:

It shall be the responsibility of each lot owner to prevent any unclean, unsightly, or unkempt conditions of any dwelling, buildings or grounds on such owner's lot which may tend to decrease the beauty of the specific area or of the neighborhood as a whole. Any and all

dwellings, buildings, structures, fences, pools, and other improvements of any nature to any lot must be approved by the Surviving Developer.

3. Paragraph 2. H. of the Declaration, as amended and modified, is deleted and the following paragraph 2. H. is substituted in lieu thereof:

Garage doors shall not be permitted on the front of any residence unless approved in writing by the Surviving Developer.

4. Paragraph 2. M. of the Declaration, as amended and modified, is deleted and the following is substituted in lieu thereof:

No fences shall be allowed unless constructed of wood, vinyl coated chain link, chain link, or wrought iron with any finished side facing outward. Fences shall not exceed six (6) feet in height and may not be constructed, installed, or maintained on any lot except behind the extended plane of the rear of any residence. No fence shall be permitted until all plans, specifications, and materials have been approved by the Surviving Developer.

5. Paragraph 2. O. of the Declaration, as amended and modified, is deleted and the following paragraph 2. O. is substituted in lieu thereof:

STORAGE AND PARKING OF VEHICLES. No inoperable vehicles shall be stored or kept on any lot unless kept and stored in a basement or enclosed garage. No Boats, recreational vehicles, motorhomes, travel trailers, or utility trailers exceeding 16 feet in length shall be stored or kept for more than seven (7) days in any calendar month on any lot unless in a basement or enclosed garage or behind the extended plane of the rear of a residence. Boats, recreational vehicles, motorhomes, travel trailers, or utility trailers exceeding 16 feet in length may be stored or kept for less than seven (7) days in a calendar month provided such are kept or stored behind the extended plane of the front of any residence. Tractor-trailer trucks, panel vans, large equipment, or other similar commercial vehicles or equipment in excess of a one-ton classification shall not be stored or kept on any lot.

Overnight street parking or parking on any landscaped or natural areas of a lot is prohibited.

6. Paragraph 2. S. of the Declaration, as amended and modified, is amended by adding the following to the end of the paragraph:

No metal or simulated metal roof shall be allowed on any residence.

7. Paragraph 2. V. of the Declaration, as amended and modified, is deleted and the following is substituted in lieu thereof:

Upon completion of construction and prior to occupancy of any residence, driveways shall be finished with concrete, stone, brick, pavers or any other impervious surface that may be approved by the Surviving Developer.

8. The following paragraph 2. FF. is added to the Declaration, as amended and modified:

FF. POOLS AND WATER FEATURES. Swimming pools, outdoor hot tubs, reflecting ponds, saunas, whirlpools, lap pools, or similar water features may not be constructed, installed, or maintained on any lot except behind the extended plane of the rear of any residence and no closer than twenty-five (25) feet to any boundary of a lot; provided that in all events, such shall not be permitted without the prior written approval of the Surviving Developer. Swimming pools shall be fenced in accordance with the standards set out herein. Above-ground swimming pools are not permitted.

9. The following paragraph 2. GG. is added to the Declaration, as amended and modified:

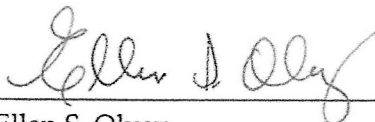
GG. EXTERIOR LIGHTING. All exterior lighting shall be placed and directed at such locations and in such a manner as to not cast light on any adjoining property, and shall, in all events, be approved by the Control Committee prior to installation on any Lot.

10. The following paragraph 3. G. is added to the Declaration, as amended and modified:

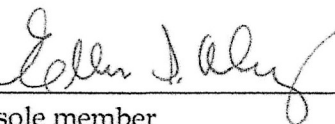
G. CONTROL COMMITTEE COMPOSITION. For so long as Surviving Developer shall own any lot in Aradon Farm Subdivision, or any phase or sector thereof, Surviving Developer, or Surviving Developer's designee, shall be the Control Committee and shall have all the rights and powers set out in the Declaration, as amended and modified, of the Control Committee. During the time when Surviving Developer shall own any lot in Aradon Farm Subdivision, or any phase or sector thereof, Surviving Developer may appoint one or more lot owners to an Advisory Control Committee which shall have those rights, powers, and duties as Surviving Developer may determine. Upon the sale of Surviving Developer's last lot in Aradon Farm Subdivision, or any phase or sector thereof, Surviving Developer, or Surviving Developer's designee, shall no longer be Control Committee, and the Control Committee shall be determined in accordance with the Articles of Incorporation of Aradon Farm Lot & Homeowner Association and the By-Laws thereof, as amended.

Except expressly amended and modified by this Amendment, the Declaration and all prior amendments and modifications shall remain valid and in full force and effect.

This the 15th day of August, 2018.


Ellen S. Olvey

Aradon Development, LLC, an
Alabama limited liability com-
pany

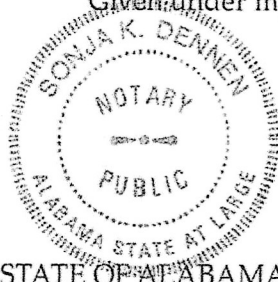
By: 
Its sole member

2018 10046
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Mike Bowling - Judge of Probate
St. Clair County, Alabama

STATE OF ALABAMA)
COUNTY OF ST. CLAIR)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Ellen S. Olvey, an unmarried woman, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 15 day of August, 2018.

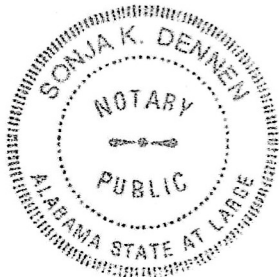


Sonja K. Dennen
Notary Public
My Commission Expires: 6/4/2022

STATE OF ALABAMA)
COUNTY OF ST. CLAIR)

I, the undersigned, a notary public, in and for said County in said State, hereby certify that Ellen S. Olvey, whose name as sole member of Aradon Development, LLC, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she, in her capacity as such sole member, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 15 day of August, 2018.



Sonja K. Dennen
Notary Public
My Commission Expires: 6/4/2022

Book/Pg: 2018/10041
Term/Cashier: S PC-PROB-REC-02 / Cancellor
Tran: 10392.273186.392679
Recorded: 08-21-2018 15:32:41
CER Certification Fee 3.00
PJF Special Index Fee 3.00
REC Recording Fee 13.00
Total Fees: \$ 26.00