

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**



FOR

THE RESUBDIVISION OF LOT 1 OF THE GROVE OF ELBERTA, A SUBDIVISION

STATE OF ALABAMA
COUNTY OF BALDWIN

WHEREAS, FOUNTAIN 38, LLC, AN ALABAMA LIMITED LIABILITY COMPANY, is the Owner and Developer of certain real property located in Baldwin County, Alabama, and more particularly described as Lots 1-15, and all common areas, THE RESUBDIVISION OF LOT 1 OF THE GROVE OF ELBERTA, A SUBDIVISION, as shown on the recorded plat thereof recorded at Slide No. 2797A in the office of the Judge of Probate of Baldwin County, Alabama.

WHEREAS, the Developer has caused the property described on said plat to be divided into a subdivision to be known as THE RESUBDIVISION OF LOT 1 OF THE GROVE OF ELBERTA, which shall include the property described on said plat; and,

WHEREAS, the Developer for itself, its successors and assigns, desire to and hereby do restrict the use of the property described on said plat in the manner hereinafter set forth, for the purpose of preserving its character and value.

NOW, THEREFORE, the Developer for itself and its successors and assigns, do hereby declare that all of the property described on said plat shall be held, sold and conveyed, subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all the parties having any right, title or interest in the described property or any part thereof, their heirs, successors, assigns and personal representatives, and these covenants shall inure to the benefit of each owner of any of the lands described therein.

1. All dwellings shall be used for the construction of single family residential dwellings. All dwellings shall have a minimum heated and cooled square footage of not less than 1,800 square feet.
2. No mobile home or manufactured home shall be allowed on any lot.
3. No lot may be resubdivided at any time in the future.
4. No dwelling, structure or other improvement shall be erected, placed or altered on any lot until a building permit has been issued by the proper authorities.
5. Any dwelling constructed on any lot shall be fully finished dwellings constructed of generally accepted building material and constructed using conventional methods of construction and shall completed within twelve (12) months from the date the construction commenced.
6. No structure of a temporary nature, including, but not limited to, campers, recreational vehicles, basements, tents, shacks, garages or other structures shall be used on any lot at any time as a permanent dwelling.

7. Accessory structures such as garage apartments, guest houses, pool houses, workshops, equipment sheds, animal shelters, greenhouses or other accessory structures may be allowed, however, such accessory structures shall be located in the rear yard area of the primary dwelling, except in the case of a garage apartment, which may be located adjacent to the primary dwelling.

8. No structure shall be constructed or placed nearer than 50 feet from the front and rear lot line or 25 feet from the side lot lines.

9. All driveways shall be constructed of concrete, asphalt, limestone rock or gravel. No dirt driveway shall be permitted.

10. All sewage disposal systems and water wells shall be properly installed and shall be permitted by the Baldwin County Health Department.

11. No signs of any type shall be installed, erected or displayed on any lot or structure, except for any real estate sign, which may be used by the Developer or any other Owner for the purpose of selling said lot or lots.

12. No noxious, immoral, illegal or offensive activity shall be carried out upon any parcel nor shall anything be done thereon which may be or become an annoyance or nuisance to the public.

13. All garbage, trash or waste shall be kept in sanitary containers and shall be hauled off or picked up on a regular basis. No garbage, trash or waste shall be burned on any lot. No garbage, trash, waste, lumbar, metal or bulk material of any kind shall be allowed to accumulate on any lot.

14. Any and all animals shall be kept under adequate fence and sanitary conditions so that they will not cause any damage, nuisance or inconvenience to any adjoining property owner. No swine shall be allowed on any lot.

15. In the event a dwelling or accessory structure is damaged or destroyed by fire or act of God, the owner shall repair, replace or completely remove the damaged or destroyed dwelling or structure within six (6) months from the date of the occurrence.

16. Easements and/or rights of ways as reserved on and over all parcels for the express benefits and use of utility installations and drainage. Said easements or rights of way are identified on the plat of said subdivision, a copy of which is attached hereto as Exhibit "A". Said easements and right of ways shall not be blocked or otherwise obstructed.

100' POWERSOUTH ENERGY COOPERATIVE EASEMENT-No occupant, owner, or assignee of any parcel of property depicted in this plat, said property which is subject to and encumbered by those certain power line easements recorded on January 2, 1988 in Real Property Book 310, Page 758 and on January 19, 1988 in Real Property Book 309, Page 1313 in the Probate Records of Baldwin County, Alabama, shall construct any fence, building, structure, on-site sewage disposal system, or any other improvements, of any nature whatsoever on said property encumbered by the aforementioned power line easements without first obtaining written permission and approval for said structure from PowerSouth Energy Cooperative.

17. Only one dwelling unit shall be allowed on each lot, however, nothing shall prevent an owner of two or more adjoining lots comprising a single building site from building one single family dwelling on a combination of the lots. In which case, the side yard building set back lines shall be applied as if the combination of lots is one building site. Dwellings located on a combination of lots shall have a minimum heating and cooled square footage of 1800 feet.

18. Any equipment, commercial vehicles, recreational vehicles and boats must be stored in the rear yard area of any dwelling and shall be shielded from view by a privacy fence. No junk equipment, or junk vehicles of any kind which are not in good repair and running condition shall be allowed to remain on any lot.

19. All lots shall be sodded or seeded and landscaped upon completion of any dwelling or structure constructed on said lot. All lots shall be properly maintained at all times and shall not be allowed to become overgrown. Should any lot not be properly maintained or allowed to become overgrown, the Developer shall have the right to mow said lot at a cost of \$350.00 per cutting and shall be allowed to place a lien against the lot for this cost.

20. The Developer has caused the formation of THE RESUBDIVISION OF LOT 1 OF THE GROVE OF ELBERTA, PROPERTY OWNERS ASSOCIATION, INC. All owners of the Lots in the subdivision shall be members of the Association. The Association shall be governed by the Board of Directors of the Association.

The Association shall hold title to and maintain all property that the Developer shall designated or set aside as Common Area, including without limitation, all Common Areas shown on the recorded plat of the subdivision and the entrance way to the subdivision.

All members of the Association, by acceptance by a warranty deed to a Lot, whether or not so expressed in such warranty deed, do covenant and agree to pay to the Association annual general assessments or charges as herein described. All such assessments, together with interest thereon and the cost of collection thereof, including reasonable attorney's fees, shall be the personal obligation of the owner of said property at the time such assessment shall become due and shall be a continuing lien upon the Lot until such lien shall be paid in full. Such lien may be perfected by filing a statement of lien in the appropriate records of the Office of the Judge of Probate of Baldwin County, Alabama, setting forth the Lot upon which the lien is claimed, the amount for which the lien is claimed and the name of the property owner. The lien shall be enforced in accordance with Alabama Law.

The general assessment levied by the Association annually shall be used exclusively for the maintenance of the Common Areas and the discharge of the Association's responsibilities and for such other expensed related thereto as the Association deems necessary.

The initial annual assessment shall be the sum determined by the Developer through the period of Developer control. The initial annual assessment for the year beginning January 1, 2021 shall be \$250.00 and shall be prorated and collected as of the date of the closing each Lot. The annual assessment for each year shall be due on January 1st and shall be paid no later than January 31st of that year. A \$50.00 late charge shall be assessed to any payment which shall be received after that date.

By a 2/3rd vote of the Board of Directors of the Association, the annual assessment or any special assessment shall be fixed at an amount which shall be sufficient to meet the Association's obligations as budgeted.

21. These Restrictive Covenants may be amended at any time by the Developer, so long as the Developer shall own any Lot in the subdivision and thereafter, may be amended by a written declaration executed by at least three-fourths (3/4) of the lot owners and any such amendment shall be recorded in the Probate Court of Baldwin County, Alabama.

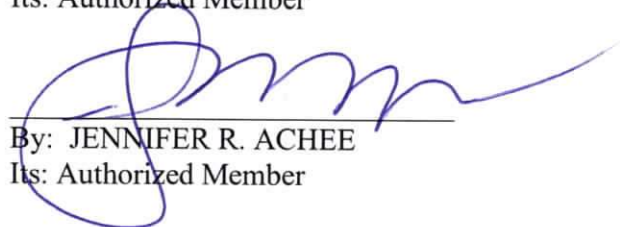
22. These Covenants, Conditions and Restrictions may be enforced by the Developer or the Property Owner's Association hereinafter created.

23. These Restrictive Covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date hereof, at which time the covenants shall be automatically extended thereafter for successive 10-year periods.

Dated this 15th day of April, 2021.

FOUNTAIN 38, LLC, DEVELOPER


By: MARK R. CHRISMAN
Its: Authorized Member


By: JENNIFER R. ACHEE
Its: Authorized Member

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Kimberly A. Dedeaux, a Notary Public in and for said County in said State, hereby certify that MARK R. CHRISMAN, whose name as a MEMBER of FOUNTAIN 38, LLC, AN ALABAMA LIMITED LIABILITY COMPANY, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such Member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal on this the 15th day of April, 2021.


Kimberly A. Dedeaux
Notary Public

My Commission Expires:

May 29, 2021

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Kimberly A. Dedeaux, a Notary Public in and for said County in said State, hereby certify that JENNIFER R. ACHEE, whose name as a MEMBER of FOUNTAIN 38, LLC, AN ALABAMA LIMITED LIABILITY COMPANY, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she, as such Member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

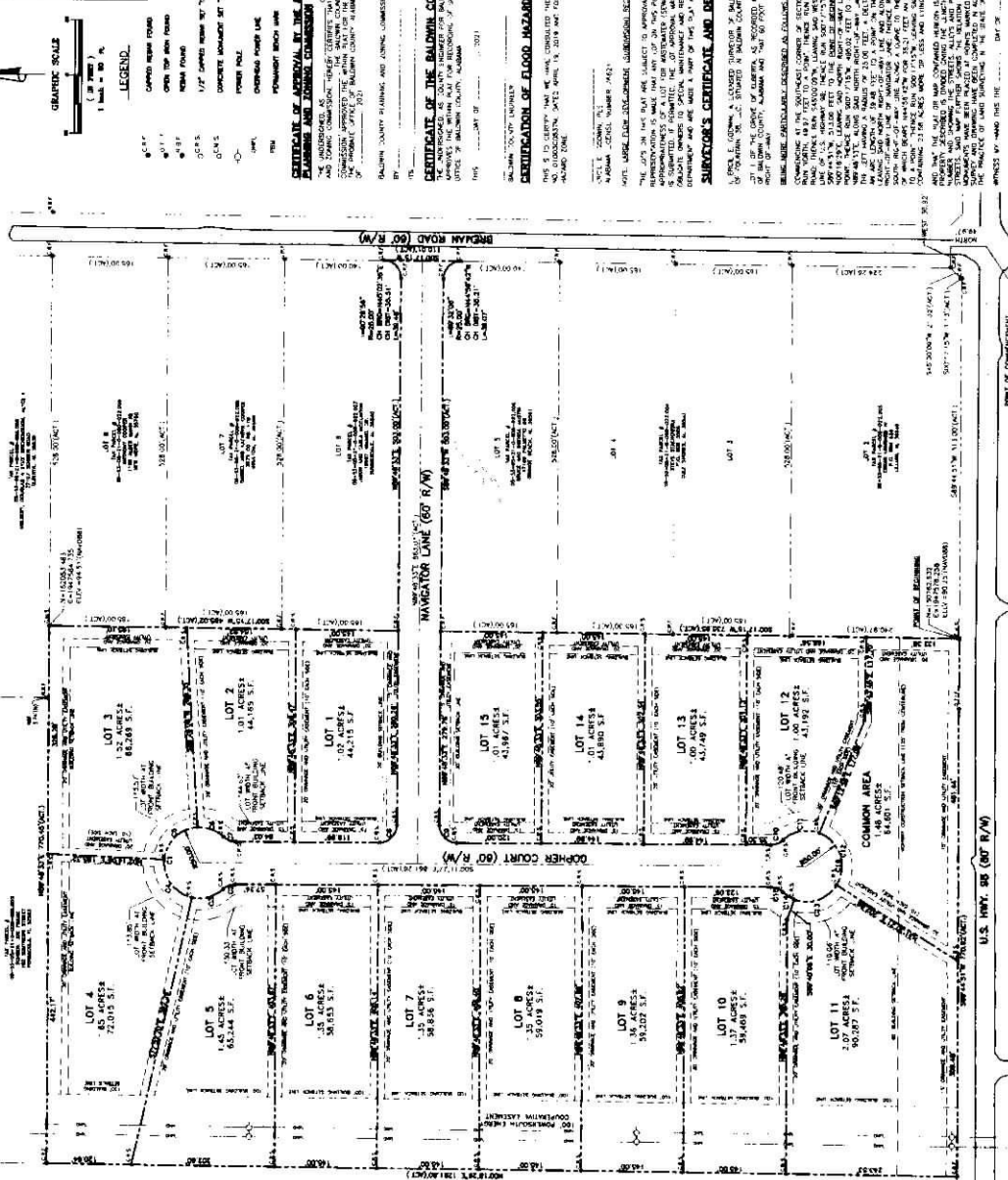
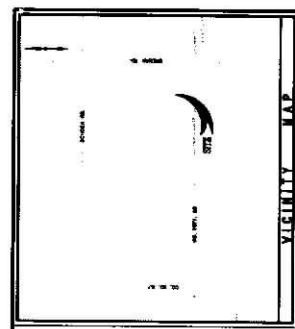
Given under my hand and seal on this the 1st day of April, 2021.

Kimberly A. Dedeaux
Notary Public


My Commission Expires:

May 29, 2021

THIS INSTRUMENT PREPARED BY:
DUCK, CALHOUN & MEGGINSON
Wm. Daniel Calhoun
Attorney at Law
Post Office Box 1188
Fairhope, Alabama 36533
Telephone: (251)928-2191



SAMPLE NO.		DATE		TIME		LOC.		NO. JOINTS	
DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME
1	10:00	2	10:00	3	10:00	4	10:00	5	10:00
6	10:00	7	10:00	8	10:00	9	10:00	10	10:00
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R'S DEDICATION

[illegible][illegible]

NOTARY PUBLIC

[illegible]

OLD NY HMO AND SOL INS - JAN 98 - 107

DATE OF APPROVAL BY THE TOWN PLANNING COMMISSION

[illegible]

DATE OF THE BALDWIN COUNTY E-911 ADDRESSING

[illegible]

_____ Mr. _____, _____
_____ 2022

APPROVED AS AUTHORIZED BY BALDWIN EMC. CENTER APPROVING THE ABOVE COURT FOR
 2. IS SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA.

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STATE OF APPROVAL BY THE BALDWIN COUNTY HEALTH COMMISSION

ISSUED, AS AUTHORIZED BY THE SULLY COUNTY HEALTH DEPARTMENT, SULLY, MINNESOTA, AT FOR THE RECORDING OF SAME IN THE REGISTRY OFFICE OF SULLY COUNTY, MINNESOTA.

5/10/2015

10/20/2015

[illegible][illegible][illegible]

REVISION	DATE
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awgrass

ENGINEERING • SURVEYING • CONSTRUCTION MANAGEMENT
 Thomas Drive, Stearns, Fair AL 36527
 Phone: 201-344-1900
 Telex: 725 Mobile AL 36802

FINAL PLAT

1 OF THE GROVE OF ELBERTA

OUNTAIN 38, LLC