

**This instrument prepared by:**

Travis R. Wisdom  
The Wisdom Firm LLC  
2353 Bent Creek Road, Suite 100  
Auburn, Alabama 36830  
www.AuburnLegal.com

**SOURCE OF TITLE:**

Deed Book \_\_\_\_\_, Page \_\_\_\_\_

**STATE OF ALABAMA**

**FIRST AMENDED DECLARATION OF  
RESTRICTIVE COVENANTS OF ANNALUE  
RIDGE**

**COUNTY OF LEE**

**KNOW ALL MEN BY THESE PRESENTS**, that the undersigned, Pyson LLC, an Alabama Limited Liability Company (hereinafter “owner” or “developer”), being the sole and exclusive owner(s) of all of the property proposed for subdivision, located in Lee County, City of Auburn, Alabama, commonly known as “Annalue Ridge”, consisting 11 platted lots numbered 12,3,4,5,6,7, 8A, 9A,10A & 11A on that certain plat recorded in Plat Book **42**, Page **149** at the office of the Probate Judge of Lee County Alabama (8-16-2020), reference to which is hereby made in aid of and as a part of this description, does hereby withdraw, revoke and cancel the Declaration of Restrictive Covenants of Annalue Ridge recorded on 9-13-2020 at Book 2579 and Page 787 in the office of Probate Judge for Lee County and, hereby implements and puts into full force and effect this First Amended Declaration of Restrictive Covenants of Annalue Ridge (“Amended Covenants”). Pyson LLC, for and in consideration of the enhancement and value of said property, does hereby for themselves, their successors and assigns, agree to bind themselves, future purchaser, assigns or successors and such property to all of the covenants hereinafter set forth, and agrees that all future deeds, conveyances, or other transfers of title to any of the property and any parcels subdivided there from shall be subject to said covenants as hereinafter set forth:

1. Special Exemptions: Lot 1 and Lot 8A shall not be subject to the restrictions or conditions set out herein. However, the owners of Lot 1 and Lot 8A shall forever maintain an permanent ingress/egress, use and access easement to all of the non-disturbable zone, the detention or retention ponds and surrounding areas, and the 25’ shared private access drive as further defined herein and as shown on the Exhibit attached hereto.

1.1 If any person, corporation, or association, whether a party hereto or not, shall violate, threaten, or attempt to violate any of the covenants contained herein on any of the property described above, it shall be lawful for any person owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person, corporation, or association violating or threatening or attempting to violate any such covenant and either to prevent it, him, or them from doing so or to recover damages or other dues for such violation, including but not limited to all reasonable attorney’s fees, court costs and expenses related to or arising from such enforcement of these covenants.

2. If any covenant, provision, or clause contained herein is held invalid by a court judgment, decree, order, or otherwise, such invalidity shall not affect other provisions or covenants contained herein which can be given effect without the invalid provision or covenant, and to this end the covenants and provision contained herein are declared to be severable.

3. No parcel or any structure building erected thereon shall at any time be used for the purpose of carrying on any trade, business, or manufacturing, and shall not be used except for residential purposes; not more than one residence shall be allowed per parcel or lot, nor shall any residence other than a single provided dwelling be allowed. The ground floor livable area of the dwelling, exclusive of open porches, garages, and carports shall not be less than 15000 square feet

“heated and cooled” and an overall minimum square footage of 2750 square feet total “heated and cooled”.

4. No structure of a temporary character such as a trailer, tent, shack, garage, unattached non-original carport, barn, RV, camper, outhouse, garden shed, storage closet, tool shed, shop or other out-building is permitted to be used on any parcel at any time, either temporarily or permanently and all out buildings are subject to the requirements of paragraph 5 below.

5. All dwellings, garages and other private outbuildings shall be approved by the Architectural Control Committee (“ACC”) and shall be deemed unallowed without written approval from the ACC. The ACC shall require all approved buildings and outstructures to be constructed of ACC approved materials only. Additionally, no vinyl siding shall be permitted on any residence, structure or storage building. No mobile homes, modular homes, ready-built or other manufactured housing, shall be permitted; and only newly-built, on-site construction shall be allowed. All outbuildings, storage buildings and garages must be of identical type of construction as the primary residence with an identical color scheme and must also be architecturally similar to the primary residence. No building shall be erected, placed, or altered on the above-described real property until the construction plans and specifications and a plan showing the location of the structure on the parcel have been approved, in writing, by the ACC as to location, quality of workmanship, type of materials, plans and construction practices, and harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. The Architectural Control Committee shall be presented with the required plans and specifications prior to the commencement of any construction on any parcel, and written confirmation of the receipt of said plans must be ascertained by the applicant; the Committee shall have at least thirty (30) days after submission in which to act on the plans and specifications. If the Committee does not act within 30 days then, the plans submitted shall be deemed unapproved. The Committee may enjoin any construction begun without the required assent. Nothing herein shall be construed to excuse, release or waive any requirements of the City of Auburn, Lee County or any other governmental body with jurisdiction over the property.

6. The Architectural Control Committee shall be composed of three members. As long as Kenneth D. Pylant III and/or Meri Thompson Pylant own Lot 8-A as shown on that certain plat recorded in Book 42, Page 149 of the office of probate judge of Lee County, Alabama, they, he or she shall be a permanent member of the ACC. The other two members shall be any two owners of the lots covered under these covenants as chosen by the majority vote of all the lot owners. Should no lot owner be willing to serve on the ACC or not enough lot owners willing to serve, then the ACC shall consist of the owner of Lot 8 and one or no other members. The acts or decisions of a majority of members of the Architectural Control Committee shall be deemed to be the act or decision of the Committee. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor, except in the case of Lot 8 whose successor owner shall automatically be appointed to the committee. The members of the ACC shall not be entitled to any compensation for services rendered pursuant to this covenant. All future exterior additions and modifications to any structure located on any lot subject hereto must be done with the written approval of the ACC.

7. All lavatories, bath facilities, and toilets shall be built indoors and connected with the City of Auburn’s existing sewer system at the property line and any lot owner or builder shall connect said facilities thereto at his own expense.

8. Roof Construction—The roof of any dwelling, garage or other private outbuilding shall be constructed of clay tile, cedar-shake, decorative metal, or flexible composition shingles. No asbestos shingles shall be permitted. This section shall not be construed to mean that the use of solar collective panels or other energy conservation devices is prohibited when used in conjunction with the building of the principal residential structure on an individual lot.

9. No sign of any kind open to the public view is permitted on any parcel except for one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder or developer to advertise the property during the construction and sales period. All mailboxes shall be provided by the homebuilder and shall remain in use unless lot owner has written permission from the ACC to use another mailbox. No decorative or specialty mailboxes shall be permitted. No flags (except the American Flag or the State Flag of Alabama), banners, slogans, ads or other material may be displayed in a visible manner inside or outside any home without the express written consent of the ACC.

10. No animals, livestock, or poultry of any kind may be raised, bred, or kept on any parcel, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for commercial purposes.

11. No parcel shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. Such trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such waste materials shall be kept in a clean and sanitary condition. Garbage or Recycling cans must be kept off the street, private roads or driveways of the property or any common area except within 24 hours of the pick up or servicing of such cans. Outside of this period, all such cans must be kept in non-visible areas by the owners on their private property.

12. No parcel shall be divided to create an additional parcel or parcels containing fewer square feet than the smallest parcel in the subdivision as originally platted; the front building set back lines will be commensurate with those set by the City of Auburn, Alabama as will the side building set back lines; likewise, all easements, rights of way, and other restrictions revealed and contained in said plat shall be made a part hereof as though set out in full herein and as a covenant or restriction running with the land, except where these covenants conflict with said plat, these covenants shall control. No parking on the private drive or any other common area shall be allowed for more than 24 consecutive hours at a time. Furthermore, no RVs, boats, ATVs, work vehicles, trailers, jet skis, campers, non-functioning vehicles or recreational vehicles may be parked anywhere within eyesight. All such items mentioned in the preceding sentence must be parked inside of a garage. Garage doors may not remain open for periods of time exceeding one consecutive hour without the prior written permission of the ACC.

13. These covenants are to run with the land and shall be binding and continue in force as to all parties and all persons claiming under them for a period of Fifty (50) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years each, unless an instrument signed by a majority of the then-recorded owners of the parcels (including developer owned lots) has been recorded agreeing to change the covenants in whole or in part.

14. Non-buildable and non-disturbable areas ("Disturbance Free Zone") which are under the sole and complete control and authority of the ACC are defined by a recorded easement, but are shown on the attached Exhibit "A" and generally defined as all of the real property on Lots 2, 3, 4, 5, 6, 7, 8a, 9a, 10a and 11a lying between the "25' Shared Private Access Drive" ("Drive") and Annalue Drive including the Drive itself plus all ponds and drainage ditches lying within, near or around the same area. The ACC shall have the exclusive right to design, landscape, maintain, construct and implement any and all improvements to this Disturbance Free Zone and shall do so for the benefit of all the owners. The ACC shall have the exclusive right to assess, monthly, quarterly or annually as the ACC sees fit, each owner their share of the costs associated with the Disturbance Free Zone. All lot owners subject to these covenants shall pay their pro rata share of all expenses related to any and all aspects of ACC control over common areas, the Drive or the Disturbance Free Zone. The ACC shall determine what constitutes necessary maintenance, construction, implementation, landscaping, etc for all common areas, the Drive and the Disturbance Free Zone. Owners of lots subject hereto have the right to request copies of all invoices and bills related to the expenses assessed or charged by the ACC for all common area maintenance, the Drive and the Disturbance Free Zone. These costs shall include but not be limited to: maintenance and repair of the Drive, landscaping, maintenance, repair or reconstruction of the detention ponds, tree or limb cutting or brush removal or other cutting in any such area, beautification and/or construction projects in any such area, refuse pick up, property taxes (real or personal if applicable), utility bills (if applicable), irrigation and safety issue remediation. The term common areas shall include but not be limited to any and all detention or retention ponds or drainage ditches that cross any of the lots or property covered by these covenants. Any lot owner subject hereto who fails to remit their pro rata share of the common area expenses assessed by the ACC within 15 days of any such assessment shall be charged a late fee of \$100 per each successive 15 day period said amount or charge or assessment remains unpaid. Should the ACC be forced to pursue litigation against any owner of a lot subject hereto for failure to pay any amount due hereunder, all attorney's fees, court costs and expenses shall be recoverable by the prevailing party.

It is the intention of the Grantors herein that each of the above restrictive covenants shall be a covenant running with the land and shall be fully binding on it as if the same had been contained in the deed heretofore made to them.

All prior and existing covenants running with the land and valid as of this date and attached to the property in said subdivision are hereby expressly revoked and cancelled by the parties hereto, except those covenants restated or otherwise contained in this instrument.

These covenants may be executed in multiple counterparts in order to facilitate the separate execution by the owners, if there are multiple owners, and a copy of a separate signature pages attached to these covenants shall be fully effective, and the execution of these covenants in counterparts is expressly approved by the undersigned.

All yard landscaping and maintenance for each residence on any lot subject hereto shall be performed by the ACC or its chosen agents and it is hereby acknowledged by all future lot owners that the ACC or its agents shall have permission to enter upon and perform landscaping and maintenance to the front yards and surrounding areas of each lot with 24 hours notice or a continuing notice for a date/time certain, subject to these covenants. Each owner hereby implicitly and expressly agrees to grant safe passage to the ACC or its chosen agents to perform all landscaping, upkeep, planting, re-planting, seeding, removal, or maintenance of the yards and/or common areas, the non-disturbance zone the Drive and shall be obligated to keep pets, personalty, children, vehicles, tools and/or debris and clutter out of these areas on any date for which the ACC has given notice it intends to perform any landscaping, upkeep or maintenance activities as set out above.

**IN WITNESS WHEREOF**, Pyson LLC, an Alabama Limited Liability Company, who owns all of the property contained in the subdivision as herein described, have hereunto set its hand and affixed its seal, on this the \_\_\_\_ day of June, 2020.

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Meri T. Pylant  
As: Managing Member, **Pyson LLC**

**STATE OF ALABAMA  
COUNTY OF LEE**

I, the undersigned authority, a Notary Public in and for said Lee County in said Alabama, hereby certify that Meri T. Pylant, whose name is signed to the foregoing document, and who is known to me, and who being by me first duly sworn, acknowledged before me on this day that, being informed of the contents of said document, he signed the same voluntarily on the day the same bears date.

**GIVEN** under my hand and official seal on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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Notary Public

My Commission Expires: