

BROWNSTONE RESTRICTIVE COVENANTS

The purpose of the following covenants, conditions, and restrictions is to create an atmosphere of peace, harmony and tranquility among the owners and neighbors of **BrownStone** Subdivision. By adhering to the covenants, conditions and restrictions, property values and the quality of life of the residents of **BrownStone** should be maintained. To assure sensible and orderly development, a team of builders, engineers, and landscape architects have joined together to create **BrownStone**, which is developed by Robert Eaton and he shall be known herein as Eaton.

An **Architectural Control Committee** (A.C.C.) was formed to promote harmony of architectural design and to enhance the beauty of **BrownStone**. All proposed building plans, livable space, storage, pools, fences and remodeling will have to be approved by the A.C.C. before construction commences.

1. **Duration of Covenants:** **BrownStone** is a planned residential development in the City of Muscle Shoals, Alabama. The covenants and restrictions set forth herein shall run with the land and shall inure to the benefit of the **BrownStone** Homeowner's Association, Inc. ("HOA"), and the owner of any lot subject to this instrument, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this instrument is recorded. These provisions shall automatically extend for successive periods of twenty (20) years unless an instrument in writing signed by two-thirds (2/3) of the owners terminates these covenants and is recorded in the Probate Judge's office of Colbert County within one hundred eighty (180) days preceding the commencement of a twenty year period.

2. **AMENDMENT:** These covenants may be amended at any time by the affirmative a vote of sixty-five percent (65%) of the total votes of the HOA members, as defined in the HOA by-laws. Any amendment to this instrument must be recorded in the Probate Judge's Office of Colbert County, Alabama.

If any owner consents to an amendment to this instrument, it will be conclusively presumed that such owner has the authority to so consent, and no contrary provision in any mortgage or contract between the owner and a third party will affect the validity of such amendment. No amendment may remove, revoke or modify any right, interest, or privilege of Eaton without the written consent of Eaton or his assignee.

3. **EASEMENTS:** Easements are reserved upon, across, over and under all of the common areas unto Eaton and his designees, the HOA, to the extent shown on any plat, over the property for ingress, egress, installation, replacing, repairing, and maintaining cable television systems, security, and similar systems, and all utilities, including but not limited to, water, irrigation, water supply systems, sewers, meter boxes, telephone, gas and electricity.

4. **USE:** **BrownStone** shall be restricted for the exclusive use of the owners of any lot in **BrownStone** and their guests. Mineral and air rights shall be addressed by the **BrownStone** Homeowners' Association, Inc. should the need arise.

5. USE OF THE WORDS "**BrownStone**": No one shall use the words **BrownStone** or any derivative thereof in any printed or promotional material without prior written consent of Eaton; however, owners may use the term **BrownStone** in printed or promotional material where such term is used solely to specify that particular property is located within **BrownStone**.

6. ARCHITECTURAL CONTROL COMMITTEE. The A.C.C. shall consist of Eaton. Said committee shall have full authority to approve all building plans, site location, including front elevation, set backs as shown on the recorded plat, variances, drive entrance locations, fences, landscaping, pools and any out buildings. Plans shall be submitted in person to the committee for approval. In the event that the committee does not approve or reject within twenty-one days of submission, the plans will automatically be deemed approved. Eaton shall have the option at any time to resign from the A.C.C. and shall appoint as the A.C.C. three owners of lots of this subdivision. Subsequent members shall be appointed by the HOA's Board of Directors.

7. ENFORCEMENT: If any lot owner or their heirs, assigns or guests violate any of the covenants, conditions, restrictions or limitations contained herein, Eaton or any other lot owner may proceed at law or in equity to prevent such violation or recover damages due to such violation. All legal fees, including attorney's fees incurred by the non-violating entity, shall be paid by the person in violation. Lot owner agrees by acceptance of this conveyance to abide by all covenants, conditions, restrictions or limitations pertaining to **BrownStone** Subdivision.

8. WAIVER: Failure on the part of Eaton, the HOA or any other lot owner to demand the observance of any provision, requirement, covenant, limitation, restriction or condition herein contained shall not be deemed waiver of such violation. A violation may be addressed at any time without limitation.

9. SUBDIVIDING: No lot may be subdivided or its boundary lines changed except with the prior written consent of the HOA Board of Directors. Any such division, boundary line change, or re-platting shall not be in violation of the applicable subdivision and zoning regulations. Eaton expressly reserves unto himself the right to re-plat any property which he owns prior to conveyance.

10. SEVERABILITY: If any of the covenants, conditions, or restrictions shall be found to be unenforceable by judgment or court order, this shall in no way affect any other provision hereunder which shall remain in full force and effect.

BROWNSTONE ARCHITECTURAL SPECIFICATIONS/RESTRICTIONS

1. **BUILDING DESIGN:** It is intended that a basic harmony of architecture, consistent with the purpose of this article, will prevail among the buildings so that no building will detract from the attractiveness of the overall environment.

The architectural character of each proposed building or structure will be in character with the overall theme of **BrownStone** Subdivision. To ensure this compliance, (A.C.C) will review all proposed building plans, additions, pool, outbuildings, and fencing.

Colors, materials, finishes, and building forms should be sensitively integrated with the particular landscape and topographical character of each site. The site dimensions must be adequate to accommodate the proposed improvements, including the house, out buildings, parking, drives, pool and screening. Finished grades and elevations must be compatible with the neighboring sites, particularly with regard to drainage and view.

Within the scope of the approved design styles, each residence shall be well designed with respect to the following criteria:

- A. All parking lots, driveways, and walks shall be surfaced with exposed aggregate concrete or other approved material. Curbs are to be cut to abut driveways.
- B. Exterior: Homes shall be constructed with at least 75% masonry on the exterior. Other exterior material choices will have to be approved by the A.C.C. Exposed concrete blocks, metal panels, simulated brick, stone, or siding will not be allowed as an exterior finish.
- C. Landscaping: All homes are to be landscaped within four months after construction is completed. All front, side and rear yards are to be completely sodded. Shrubs, trees, and flowerbeds should be designed to enhance the beauty of the home. Yard décor, defined as objects other than plants, shall be limited. The A.C.C. reserves the right to govern landscaping design.
- D. Roofing: Roofing material will be a minimum of a Dimensional 4 or thicker architectural type shingle. 3-tab asphalt roofing products are prohibited. Metal roofs are allowed for **accent only**, and no more than fifteen (15) percent of the roof shall be metal. Complete guttering, including downspouts, will be installed on all houses.
- E. The proportions of roofs will be consistent with the proposed architectural style. Flat roofs are prohibited. The main roof of the dwelling will have a pitch of not less than eight (8) to twelve (12) unless approved in writing by the A.C.C. Heating/air conditioning and plumbing vents and all other roof-mounted objects will not penetrate the roof on the roadside of the building unless approved by the A.C.C.
- F. One single family residence per lot. All structures built shall be used as single family homes only. Single family includes multi-generational families that are blood related.
- G. Once commenced, construction will be diligently pursued to the end, and the home may not be left in a partly finished condition longer than one year after commencing construction.

2. **SQUARE FOOTAGE:** Each lot shall contain one single family residence with a minimum square footage building requirement for a one-story home of 1800 square feet. Multi-level homes shall have a minimum of 2000 square feet with a minimum of 1500 square feet on the first level. Minimum square footage refers to finished heated living space and excludes garages, porches, decks and storage areas.

3. **GARAGES:** Each residence must have a private, fully enclosed, double garage as a minimum for automobile storage. The interior walls of all garages must be finished (taped, mudded, bedded and painted) like other rooms in the dwelling. No garage shall be enclosed for living purposes or used for purposes other than storage of automobiles and related normal use. Houses with garage doors facing the street shall be required to utilize motorized garage door openers. Garage doors must be kept closed at all times except during ingress and egress.

4. **STORAGE:** Storage of boats, jet skis, 4 wheelers, campers, motor homes, trailers, work trailers, and the like shall be permitted on site provided they are stored in an enclosed building.

5. **SETBACK LINES:** No building shall be built closer than 25 feet to the front lot line, 30 feet to the rear lot line, and 8 feet to any side lot line except corner lots where a minimum of 25 feet from the side street line must be maintained as to any structure. Any detached outbuildings that have been approved by the A.C.C. shall conform to setback regulations set by the A.C.C.

6. **LIGHTING:** All outdoor lighting shall be directed so as to avoid glare and excessive light spillage on adjacent property and fronting streets. Seasonal lighting (such as Christmas lights) shall be removed within twenty-one (21) days after the holiday.

7. **FENCES:** All fences and fencing material must be approved by the A.C.C. and will be of like kind. Wood fences will be of a shadow box design that will look the same from both sides. The fence must be kept in a state of good repair. No fence in the front yard shall be erected on any lot closer to the street than 50' from the front property line and 25 feet from the side property line if it is a corner lot. The street easement adjoins the property line; it does not end where the curbs are. In no event shall fences be built along the street or in such a manner as to obstruct adjoining property owners' view. Each fence shall have a gate. The height of the fence shall not exceed six feet.

8. **SCREENING:** Trash containers, aboveground tanks, and maintenance facilities will either be housed in closed buildings or otherwise completely screened from public view. Such screening normally includes landscaping or permanent fences of solid materials and located as far from property lines as reasonably possible.

9. **ANIMALS AND PETS:** No animals of any kind except cats, dogs and other similar and usual household pets may be kept on any lot. Notwithstanding the foregoing, no such pet may be kept, bred or maintained for any commercial purpose. All pets must be kept confined at all times when not being held or leashed and all owners of pets shall be held strictly responsible to immediately collect and properly dispose of the waste and litter of their respective pets. Pets are not to be a nuisance to the neighborhood (i.e., constant barking, fighting, etc.).

10. NUISANCE AND HAZARDOUS SUBSTANCES: No lot shall be used, in whole or in part, for the storage of any property or object that will cause such lot to be in an unclean or untidy condition or that will be obnoxious to the sight; nor shall any hazardous substance, thing, or material be kept upon any lot that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property.

11. UNSIGHTLY OR UNKEMPT CONDITIONS: It shall be the responsibility of each owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her property. The pursuit of hobbies or other activities, including specifically, but not limited to, the assembly and disassembly of motor vehicles and other mechanical devices, cabinetry and wood working which might cause noisy, disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken outside on any part of the property. Inside an enclosed garage is permitted.

12. APPEARANCE: Property owners will keep the outside of all structures on their lots maintained in an attractive and orderly state at all times. The landscaping and yards shall be maintained in a neat and trim condition at all times. Garbage cans shall be taken to the curb one day before pickup and stored out of sight after pickup. Trash, junk and grass clippings shall be taken to the curb one day before pickup.

13. ANTENNAS: No exterior antenna, aerials, large satellite dishes, or other apparatus for the transmission of television, radio or other signals of any kind shall be placed, allowed or maintained upon any portion of the property. Small satellite dishes (18-32") will be in the rear yard and screened from view.

14. CLOTHESLINES. No clotheslines or apparatus for hanging or drying of clothes or quilts etc... will be allowed in the subdivision.

15. GUNS: The discharge of firearms within the subdivision is prohibited. The term "firearms" includes B-B guns, pellet guns, firearms of all types, regardless of size.

16. AIR CONDITIONING UNITS: Except as may be permitted because of hardship, no window air conditioning units may be installed in any residence, unless approved by the A.C.C.

17. POOLS: No aboveground pools shall be erected, constructed, or installed on any lot. Any "in-the-ground" pool shall be fenced with an approved material approved by the A.C.C. taking into consideration, among other things, appropriate child's safety standards, appearance, and size.

18. TRAILERS AND TEMPORARY STRUCTURES: Except as may be permitted by the A.C.C. during initial construction of a residence, no utility shed, shack, trailer or other structure of a temporary nature shall be placed upon any part of any lot.

19. DRAINAGE: Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No person other than Eaton may obstruct or rechannel the drainage flows after location and installation of a drainage swale, storm sewer, or storm drain. Eaton hereby reserves a perpetual easement across any properties for the purpose of altering drainage and water flow for corrective purposes.

20. **UTILITY LINES:** City power and phone lines will be installed throughout the subdivision underground. All utility lines, including lines for electricity, cable television, telephones etc..., shall be installed underground when connecting to the residence.

21. **SIGNS:** No signs may be displayed to public view except one identification sign not more than one square foot in size and one temporary real estate sign not more than five square feet in area. Political campaign signs are discouraged. This restriction shall not apply to Eaton until the subdivision has been built out.

22. **BUSINESS USE:** No trade or business may be conducted in or from any lot except that an owner or occupant may conduct business activities within the home so long as: (A) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the home; (B) the business activity does not involve employees coming onto the property to work who do not reside on the property; (C) there is no door-to-door solicitation of residents of the property; (D) the business activity is consistent with the residential character of the property and does not constitute a nuisance, a hazardous or offensive use, or threaten the security or safety of other residents of the property, all as may be determined by the HOA. Business signs are prohibited.

23. **ENERGY CONSERVATION EQUIPMENT:** No solar energy collector panels, attendant hardware, or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the architectural design of a structure, as approved by the A.C.C.

24. **OUT BUILDINGS:** Garages, storage sheds and all other out buildings are to be approved by the A.C.C. and will be given the same architectural treatment and constructed of the same materials as the main structure. Metal buildings or portable buildings are prohibited.

25. **MAILBOXES:** All mailboxes and stands are to be of like kind and shall satisfy applicable postal regulations and shall conform to specifications established by Eaton. Mailboxes and stands will be purchased by the property owner. If damaged, replacement of the same type will be the responsibility of the property owner.

26. **PLAYGROUND EQUIPMENT:** No playground equipment, swings, slides, plastic houses, etc., will be allowed above six (6) feet tall. Trampolines with high sides and batting cages are prohibited. Portable basketball goals and posts are prohibited. Playground items and toys must be shielded behind a six (6) foot privacy fence.

27. **HANDICAPPED:** Ramping, walkways, railings, etc., for the handicapped will be built of suitable materials to conform to the overall house design and are to be approved by the A.C.C.. Plywood and pressure treated material will not be acceptable. The intent is for these improvements to blend in as much as possible with the architectural design.

28. **PARKING:** Off road parking space shall be provided for all vehicles of the lot owner. Street parking for guests or parties is allowed only for short periods of time and not for overnight. Unsightly or large work vehicles, large vans, wrapped vehicles or box trucks shall not be parked in the subdivision.

29. TERRAIN VEHICLES: No dirt bikes, four-wheelers, go-carts, all terrain vehicles, golf carts, or the like, shall be allowed to operate within the subdivision.

30. GARDENS: Vegetable gardening shall be allowed in the rear yard and only if properly screened from street view in the opinion of the A.C.C.

31. CONSTRUCTION: Each lot shall be connected to public water and sewer before occupancy. During construction, the job site shall be kept so as not to be a nuisance to adjoining lot owners. A dumpster for trash and a port-a-potty shall be installed onsite during construction. Mud and gravel shall be cleaned from the street immediately.

32. SIDEWALKS: All lots in **BrownStone** shall have sidewalks. These shall run four feet parallel to the back of the curbing and average 4-8 inches above the height of the curbing. The sidewalks shall be four feet, 6 inches wide and four (4) inches thick and shall connect to adjoining property smoothly. They shall be installed when the residence is built and the driveway is poured.

33. DESTRUCTION. In the event the residence on any lot is wholly or partially destroyed by fire, act of God or any other cause, the lot owner shall within six (6) months of such destruction, rebuild the residence in accordance with these covenants or clear the lot of all debris.

Executed this 17 Day of August, 2017.

By:



Robert J. Eaton, Developer
Managing Member