

**RESTRICTIVE COVENANTS
FOR
GAUGE CROSSING SUBDIVISION**

State of Alabama

Baldwin County

Comes now Schmidt & Roth Properties LLC, as owner of the Gauge Crossing Subdivision, according to the Map or Plat of the same recorded in the office of the Judge of Probate of Baldwin County, Alabama, in Slide 2936-B, Instrument Number 2109417, and for the purpose of maintaining uniformity and providing for the maximum in privacy and pleasant surroundings for the property owners in said subdivision, they do declare restrictive covenants for said Gauge Crossing Subdivision as follows:

1. Building setback lines, drainage, utility, and other easements, terms, conditions and restrictions as set out on recorded plat of said subdivision on Slide 2936-B.
2. The property shall not be used for any commercial purpose or as a “lay down” yard.
3. The property shall be used for single family residential purposes and is restricted to one (1) primary residence per lot. Traditional residential style and/or barndominium structures are allowed and shall be subject to all requirements stated herein.
4. No primary residence shall be permitted on the property unless the floor area of the main structure, exclusive of breezeways, porches and carports, is more than 1,500 square feet in heated/cooled area. The primary residence must have a central HVAC system installed. No window units will be allowed. The limitations of this section shall not prohibit outbuildings or guest quarters of a lesser size, which shall be a minimum of 400 square feet and shall be erected or placed behind the primary residence (where the primary residence sits between the outbuilding and County Road 64 Extension).

5. No trailer, mobile home, modular home, motor home, tent, manufactured home, manufactured building, or other structure of a temporary nature, or any structure which is primarily constructed at a manufacturing facility, shall be used as a residence or placed on the property. The limitations of this section shall allow for owners to store their personal motor home or recreational vehicles under a covered structure with a roof.
6. No animals, livestock or poultry of any kind shall be raised, kept, bred or maintained on the property for commercial purposes. No swine shall be kept or maintained on the property for any purpose. However, horses may be raised on the property, so long as there are no more than three (3) horses per lot.
7. Lots 1, 2, 3, 4, 5, 6, 7, 8 may not be subdivided for any reason or purpose.
8. Fencing erected on the Property on or along County Road 64 Extension shall be decorative in nature, and wire fencing material shall not be used for any fence on or along County Road 64 Extension.
9. No shipping containers are allowed to be placed on the Property.
10. All ingress and egress from the Property shall be limited and restricted to existing common driveway easements to County Road 64 Extension as shown on recorded plat of said subdivision on Slide 2936-B.

Enforcement of the restrictive covenants herein shall be by proceedings in the Circuit Court of Baldwin County, Alabama, against person or persons violating or attempting to violate any covenant either to restrain the violation or to recover damages of said violation. Any cost or expense incurred by the property owners or developers of said subdivision of enforcing the provisions of these restrictive covenants shall be paid by the person or persons violating or attempting to violate said covenants.

Dated this _____ day of _____, 2026.

SCHMIDT & ROTH PROPERTIES LLC

By: Eric Schmidt
Its: Managing Member

State of Alabama
Baldwin County

I, the undersigned, hereby certify that Eric Schmidt, on behalf of Schmidt & Roth Properties LLC, whose name 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, the same was executed voluntarily on the day the same bears date.

Given under my hand and seal this _____ day of _____, 2026.

NOTARY PUBLIC