

STATE OF ALABAMA

COUNTY OF BALDWIN

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
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DECLARATION OF RESTRICTIONS
AND COVENANTS OF
THE PORCHES UNIT 1

KNOW ALL PERSONS BY THESE PRESENTS, that this Declaration of Restrictions and Covenants is made, adopted, published and declared this 21st day of May, 2019, by MSM LAND, LLC (hereinafter sometimes referred to as "Developer").

WITNESSETH:

WHEREAS, the undersigned is the owner of the real property in the County of Baldwin, State of Alabama, described as follows:

The Porches Unit 1, according to the map or plat thereof recorded on Slide 2389-C and 2389-D in the records in the Office of the Judge of Probate, Baldwin County, Alabama, said property being described more particularly on Exhibit A attached hereto (the "Property")

WHEREAS, The Porches Unit 1 is a Planned Unit Development;

WHEREAS, the Developer is desirous of placing certain restrictions, conditions and reservations (hereinafter collectively referred to as "restrictions" upon the Property in accordance with a general scheme or plan in order (a) to protect the owners of each lot against improper use of surrounding lots as will depreciate the value of the property, (b) to preserve, as far as practicable, the natural beauty of each lot, (c) to insure the creation of attractive, well designed, properly proportioned and appropriate homes of suitable materials with appropriate locations on said lots, (d) to insure proper building setbacks from street and lot lines, (e) to provide adequate free space between structures, and (f) in general, to assure the best and most appropriate development and improvement of the Property and each lot thereon;

WHEREAS, these restrictions shall apply to The Porches Unit 1 only with the Developer retaining the right to record additional restrictions applicable to additional units, if any, of The Porches Unit 1 (hereafter referred to as the "Subdivision") within the Developer's sole discretion.

NOW, THEREFORE, Developer does hereby impose the following protective restrictions:

1. LAND USE AND BUILDING TYPE.

A. Single family dwellings only and accessory structures customarily incidental to this use are to be constructed on all lots. No flat, duplex, or apartment house or

group apartment, though intended for residential purposes, may be erected thereon. No mobile home, mobile living facility or structure of a temporary character shall ever be placed on a lot or used as a residence. No commercial or business use shall be allowed.

B. All accessory structures, including car garage, must be of the same design and constructed of the same materials as the main dwelling house. Any car garages constructed shall be at least a double car garage and shall open to the side or rear of the lot and the garage door shall not open to the front side of the lot facing the street, except in the case of corner lots and then only with the written approval of the Developer. No metal or fiberglass storage sheds or any other type of portable building or shed shall be allowed on any lot.

C. No fences of any kind will be erected nearer the front lot line than the rear of the dwelling house. This restriction does not apply to a growing hedge. If no dwelling house exists on the lot, no fence or hedge of any kind may be erected or planted. All fences shall be constructed of wooden boards in a shadow box design and shall not detract aesthetically from the surrounding premises. No fence shall be over six (6) feet tall and no chain link fences will be permitted. 8' ?

D. Excluding the residential structure and driveway, not more than thirty percent (30%) of the trees on each lot may be removed, and removal must be approved by the Developer.

E. No satellite dish or similar electronic equipment shall be constructed closer to the front lot line than the rear of the dwelling house, and it shall also be screened in such a manner as to not be visible from adjacent lots or from the street.

F. No outside clothes lines shall be allowed.

2. BUILDING LOCATION. No dwelling on any lot shall be located nearer than thirty (30) feet to the lot line fronting any street, nor nearer than ten (10) feet to the side line of any lot, without the written approval of the Developer. No dwelling, garage or other permitted accessory building shall be located nearer than twenty (20) feet to the rear lot line. For the purpose of this covenant, eaves and steps shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. The building location must also comply with any applicable governmental agency rules or regulations and be approved by the Developer.

3. RESTRICTIONS AGAINST RESUBDIVISION. No subdivision or resubdivision of any lot shall be made except that adjacent lots or portions thereof may be annexed by the adjacent property owner, although before such annexation, the express written consent of the Developer must be obtained.

4. OFFENSIVE ACTIVITIES, ETC. No trade or business activity of any kind shall be carried on upon any lot, nor shall any noxious or offensive activity be done thereon which shall be or become an annoyance or nuisance to the neighborhood. No structure, including fences, shall be erected so as to channel water on an adjacent lot. No exterior lights may be located, directed,

or of such intensity as to unreasonably affect the enjoyment of any adjacent property owner. No hunting by any means or discharge of firearms of any type shall be allowed in the Subdivision.

5. NEATNESS, ETC. All lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and in such manner as to prevent the lot from becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon. In order to implement effective control of this provision, the Developer reserves for itself and its agents the right, after ten (10) days' notice to any lot owner, to enter upon any lot with such equipment and devices as may be necessary for the purpose of mowing, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the Developer detracts from the overall beauty or safety of the Subdivision. Such entrance upon such property for such purposes shall be only between the hours of 7:00 A.M. and 6:00 P.M. and shall not be a trespass. The Developer may charge the lot owner a reasonable cost for such services together with interest at twelve percent (12%) per annum, which charge shall constitute a lien upon such lot enforceable by appropriate proceedings at law in the same manner as may then be provided by statute for mortgage foreclosures, or in equity. This neatness provision also applies to any debris whether it be concrete, dirt, or other that is unknowingly or uncaringly littered on the paved roadways of the Subdivision. The lot owner is responsible for cleaning said roadways if notified and returning the roadways to an acceptable appearance within 24 hours. If the litter is not removed and cleaned up within the 24 hour period or is considered an immediate health or safety hazard; the Developer and/or its agents have the right to remove, clean and dispose of the debris or litter as necessary. A reasonable cost for this clean-up may be charged the lot owner along with interest, collection costs, and legal fees as stated above. The provisions of this paragraph shall not be construed as an obligation on the part of the Developer or its agents to mow, clear, cut or prune any lot nor to clean the roadways in the Subdivision or to provide garbage or trash removal services.

6. TRAILERS, BOATS, COMMERCIAL VEHICLES, ETC. No trailer, mobile home, basement, tent, shack, garage, barn, or other outbuilding erected on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any structures of a temporary character be used as a residence. Recreational vehicles, motor homes, commercial vehicles, campers, all terrain vehicles and/or trailers may be kept on the premises only if kept either within a fully enclosed garage or under a carport not visible from any public street. No boat more than twenty-five (25) feet in total length, inclusive of engines, may be kept on the premises and all smaller boats must be kept on trailers in the rear yard not visible from any public street, or kept within a garage or carport; however, neither the boat nor trailer may be visible from a public street.

7. TYPE AND SIZE OF BUILDINGS. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling, not to exceed two and one-half (2-1/2) stories, which shall have habitable area, exclusive of basements, open porches and garages, of at least eighteen hundred (1,800) square feet, with at least twelve hundred (1,200) square feet on the ground floor if it be more than one story in height.

Concrete or concrete blocks shall not be exposed as a result of a slab or pier foundation and must be faced and covered to grade or below grade with brick or other exterior materials approved by the Developer. The finished floor area must be a minimum of sixteen (16) inches above the ground level after the yard is landscaped. Vinyl siding may cover no more than twenty percent (20%) of the exterior walls of a single story structure and no more than thirty percent (30%) of the exterior walls of a two-story structure.

All buildings/structures erected on any lot shall be of new construction. It is understood that the Developer, after plans, specifications, and plot plans are received, shall give approval to one reasonably sized outbuilding, not to be metal, to be located near the rear lot line, unless the circumstances indicate otherwise for the benefit of the entire Subdivision. All construction activities, once commenced, shall be diligently pursued so as to be completed as soon as possible, but in no event shall any construction take more than twelve (12) months from commencement to completion.

Flat roofs are not allowed. The minimum roof pitch on single story structures is seven (7) feet vertical rise for every twelve (12) feet horizontal and on one and one-half story or two story structures is nine (9) feet vertical rise for every twelve (12) feet horizontal. No vents or pipes shall be situated on any roof facing a street without the prior approval of the Developer.

All driveways are to be made of concrete.

Only approved mailboxes may be placed on any lot.

Only in-ground pools may be placed on any lot; there shall be no above-ground pools in the Subdivision.

8. ANIMALS. Dogs, cats and other domesticated animals, not exceeding two (2), may be kept by each lot owner provided they are not kept, bred or maintained for any commercial purpose or use, are kept in a fenced yard or enclosure and are not a nuisance, annoyance or danger to the neighborhood. No other animal or fowl shall be kept or maintained on any part of said property. Any animals outside of a fenced yard or enclosure must be on a leash and when animals are being walked or exercised the owners shall collect and properly dispose of all solid waste of such animals. Homeowners with more than two (2) pets must have special Association approval.

9. GARBAGE DISPOSAL CONTAINERS AND EQUIPMENT. No lot shall be used as a dumping ground for rubbish, and all debris and trash from clearing or construction must be removed in a timely manner. No burying of excess or unused construction materials is allowed nor non-permitted burning of same. No trash, garbage or other waste shall be kept except in sanitary containers not visible from the street. All equipment for the storage or disposal of such material shall be kept in a clean, sanitary condition.

10. MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon the surface of any lot.

11. FENCES, WALLS, HEDGES AND ORNAMENTAL STRUCTURES. No fences, walls, hedges, ornamental structure, etc. shall be located nearer to the front property line of any lot than ten (10) feet to the rear of the front of the dwelling on such lot without written approval of the Developer. Corner lots are an exception whereas fences, walls, hedges, etc. facing the street on the side of the house may be located no closer to the side street than up to the corner of the house. No fence, wall, hedge or ornamental structure, other than which is an integral part of the dwelling itself, shall be constructed upon any portion of any lot without the prior written approval of the Developer. All fences must be made of wood and at least eight (8) feet in height. No painting or staining of any fences is allowed without prior written approval by the Developer.

12. EASEMENTS. All easements shown on the recorded plat of the Subdivision are hereby adopted as a part of these restrictions and all lots in the Subdivision shall be subject to such easements. The undersigned Developer of the Subdivision reserves unto itself and its successors and assigns the right and easement, but not the obligation, to construct, install, maintain, repair and replace power, gas, sewer, telephone, and other utility lines, equipment and facilities and drainage ditches, in, on, over and under the streets and roads and easements shown on the recorded plat of the Subdivision, and to construct, install, operate, maintain, repair and replace lights, walls, fences, subdivision signs, street signs, shrubbery, bushes and trees and other decorative or screening improvements in, on, over and under the property included within the areas designated as fences, drainage and/or utility easements, if any, with full right of ingress and egress to and from said streets and roads and easements across adjoining property; and the undersigned reserves unto itself and its successors and assigns the right to contract generally with others for the doing of any and all such things and the right to grant unto others such easements, rights and privileges as the undersigned may deem appropriate or convenient in connection therewith.

13. OTHER EASEMENTS. There is hereby granted a blanket easement upon, across, over and under all of the Property for ingress, egress, installation, replacement, placement, repair and maintenance of all utilities, including but not limited to, water, water detention areas, sewers, gas, telephones, electricity and for television antenna systems. By virtue of this easement it shall be expressly permissible to erect and maintain the necessary poles and other equipment on the property and to affix and maintain electrical or telephone wires and conduits, sewer and water lines, above, on or below any residence or lot by any owner. An easement is hereby granted to the Association, its officers, agents, employees, including employees of any management company having a contract with the Association (as hereinbelow defined) over all of the common property in the Subdivision and to enter upon any lot to perform maintenance and repair required of the Association, to maintain any utilities for which an easement has been granted and to prevent damage to any other residence. An easement is hereby reserved to Developer to enter upon the property during the period of construction and sale of the property, or any additions to the property, and to maintain such facilities and perform such operations as in the sole opinion of the Developer may be reasonably required, convenience or incidental to the construction and sale of residences, including, without limitation, a business office, sales office, storage area, construction yards, signs, model homes, and for installation and maintenance of utilities, drainage facilities, storm sewers, water detention areas, and sanitary sewers.

14. PARTY WALL EASEMENTS. There is hereby granted reciprocal appurtenant easements for the maintenance and repair of any and all party walls.

15. PUBLIC SERVICES. An easement is hereby granted to all police, fire protection, ambulance and other similar person and agencies to enter upon and use as is necessary in the performance of their duties all streets and parking areas within the property.

16. EASEMENTS APPEARING UPON RECORDED PLAT. Easements and rights of way are reserved to Developer, its successors or assigns, for installation and maintenance of utilities, drainage facilities, storm sewers, water detention areas and sanitary sewers, as shown on the recorded plat of the property. Within these easements, rights of way, or reservations, no planting or other material shall be placed or permitted to remain therein which may damage facilities, storm sewers, water detention areas, and sanitary sewers. Furthermore, no residences or other structures of any kind shall be built, erected or maintained upon any such easement, right of way, or reservation, and said easements, rights of way, and reservations shall at all times be open and accessible to public and quasi-public utility corporations, and other persons erecting, constructing, maintaining or repairing such facilities, as well as to Developer, its successors or assigns, all of which shall have an easement and right of way for ingress and egress to and from any such easement, right of way, or reservation and the right and privilege of doing whatever may be necessary in, under and upon said easement, right of way or reservation for the performance of any of the purposes for which said easements, right of way, or reservations are reserved or are hereafter reserved.

17. LIMITATION UPON GRANTING EASEMENTS. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, communication lines or other utilities may be installed or relocated on said property except as initially specified, planned and approved by the Developer or thereafter approved by the Developer or the Association's Board of Directors.

18. AMENDMENT OR MODIFICATION FOR RESTRICTIONS. Any or all of the restrictions or requirements hereinbefore set forth may be annulled, amended, or modified at any time by an instrument executed by the Developer or lot owners of not less than seventy-five (75%) of the lots in said Subdivision, which said instrument shall be acknowledged by each such Developer and/or lot owner signing same and shall be filed for record in the office of the Judge of Probate of Baldwin County, Alabama, PROVIDED, that no amendment shall place an additional burden or restriction or requirement on any lot in the Subdivision that the Developer does not join in said amending instrument.

19. TERM. The herein stated restrictions shall run with the land and shall be binding on all lot owners, or upon all parties and persons claiming under or through them, each of whom shall, by virtue of his acceptance or acquisition of title or other interest, accept and agree to be bound by and to abide by all terms and provisions of this instrument, all of which shall be and remain in full force and effect until September 1, 2039. After which time said restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

20. COVENANTS RUN WITH THE LAND. No lot shall be conveyed, devised, or leased or demised at any time hereafter, except subject to the covenants, terms, conditions,

restrictions, and limitations herein contained, and the obligation to observe and perform the same; and whether or not it be so expressed in the deed and other instrument of conveyance of the property, the same shall be absolutely subject to the covenants, terms, conditions, restrictions and limitations herein contained, which shall run with and be appurtenant to the land and every part thereof, as fully as if expressly contained in proper and obligatory covenants or conditions, in each and every contract concerning, or conveyance of, any lot, any part of the Subdivision or any improvements therein situate.

21. AMENDMENT BY DEVELOPER.

A. The Developer herein expressly reserves unto itself the sole and unilateral right to amend, modify, change, cancel or annul these covenants, limitations and restrictions in whole or in part, at any time during the pendency or term of the same as they now exist, or as they may be hereafter amended, modified, changed, canceled or annulled in accordance with the foregoing reservation of authority. Such action on the part of the Developer is to be evidence by an instrument executed by a duly authorized representative of Developer and recorded in the Office of the Judge of Probate, Baldwin County, Alabama.

B. It is expressly reserved and stipulated herein that such action as may be taken by Developer in accordance with the foregoing authority and power, may result in any, all or part of any covenant, restriction or limitation as existing or as may be amended or changed, being either more or less restrictive or burdensome than the foregoing covenants, restrictions or limitations contained herein.

C. No action on the part of the Developer taken in accord with the foregoing reserved authority shall place an additional restriction or limitation on a specific lot previously conveyed by the Developer, unless the then owner of such lot shall join in the instrument, affecting such lot or shall execute such other instrument as will properly evidence his consent. It is further stipulated and reserved herein that the Developer may at any time waive any, all or part of the covenants, restrictions or limitations as set forth herein.

22. VIOLATIONS. Any violation of these covenants shall not act as a cloud upon the title of the property concerned and title shall not be forfeited as a result of such violation, refusal of any lot owners to comply with any of the provisions hereof, or the failure or refusal of the Developer to enforce any of the provisions hereof against any lot owner.

23. ENFORCEMENT. If any person or persons shall violate or attempt to violate any of the restrictions contained herein, it shall be lawful for the Developer or any party owning any real property situated in said Subdivision to prosecute and commence proceedings at law or in equity against the person or persons violating or attempting to violate any such restriction either to prevent him or them from so doing or to recover damages for such violation. If a lot owner is found to be in violation of these restrictive covenants, the Developer may issue written notices and/or monetary fines up to \$100.00 per violation and the violator shall be liable for all attorney fees, collection costs and expenses of the Developer for the payment of which a lien shall attach to the lot or lots owned by such violator.

24. SEVERABILITY. Invalidation of any one of these covenants by judgment, court order, or from any other cause, shall in no way affect any of the other provisions which shall be and retain in full force and effect.

25. PRIVACY PARTY WALLS.

A. Each wall or fence which is built upon a lot and placed on the dividing line or intended to be placed upon the dividing line between the lots so as to separate two or more lots, shall constitute a "Privacy Party Wall", and, to the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding party walls and liability for property thereto. Privacy Party Walls are owned jointly by the adjacent owners of the adjacent lots upon which the Privacy Party Wall is situated.

B. The cost of reasonable repair, replacement, and maintenance of a Privacy Party Wall shall be shared equally by the owners of the lots upon which the Privacy Party Wall is situated; provided that should a party wall be damaged by the negligent or intentional act of any owner or his guest, invitee or tenant, then all such repair costs shall be borne by such owner. Each such owner shall be allowed to paint and/or landscape his respective side of the Privacy Party Wall at his own expense and in so doing shall take all precautions necessary to insure that his activities do not interfere with the user by the adjoining lot owner of his respective side of the Privacy Party Wall.

C. The right of any owner to contribution from any other owner under this Section shall be appurtenant to the land and shall pass to such owner's successors in title.

26. HOMEOWNERS' ASSOCIATION.

A. The Developer has caused or will cause the formation of The Porches, Unit 1 Homeowners Association, Inc. (the "Association") as a nonprofit corporation under the laws of the State of Alabama. The Association shall, among other things, hold title to any decorative fences or walls, street islands, and other common areas, and pay for the power used by the Subdivision street lights, which are owned by the applicable utility company. Among the purposes of such organization shall be the establishment of rules and policies with respect to islands, subdivision name signs, decorative fences or walls, and the like; but shall have no jurisdiction over privacy fences which each lot owner shall maintain. At such time as fifty percent (50%) or more of the lots in the Subdivision contain privately owned and occupied dwellings said Lot owners shall become responsible for the corporate governance of the Association.

B. The Association shall be responsible for maintaining all streets in the Subdivision and all utilities serving the Subdivision to the extent that the same are not maintained by the County or a unit of local government in which the Subdivision is located or, in the case of utilities, by the public utility company or cooperative furnishing such utilities, including, without limitation, all utility trench maintenance, including settling and washouts, and the street lights and supporting structures. As of the date of the recording of this instrument, the Town of Elberta has assumed no responsibility for maintaining the streets or utilities in the Subdivision and the

Developer makes no representations or warranties that responsibility for maintaining the streets or utilities shall ever be assumed by the Town of Elberta.

C. The contemplated annual expense of such maintenance and repair is estimated to be \$100.00 per year. Such maintenance and repair obligation shall be performed by the Developer prior to the formation of the Association.

D. Each year the Association shall estimate the cost of maintenance and repair of the Subdivision signage, lighting, fencing or walls, streets, curbs, sidewalks and common areas together with such other expenses as it deems necessary for current operations. Such estimate shall be deemed the Annual General Assessment.

E. From time to time, the Association may determine the cost of necessary capital improvements, major repairs, and necessary expenses not provided for in the Annual General Assessment. Such costs shall be deemed a Special Assessment.

F. Each improved lot of the Subdivision shall be assessed its pro-rata share of the Annual General Assessment and any Special Assessment. Each unimproved lot owner shall be assessed one fourth (1/4th) of the pro-rata share of an improved lot owner for the above Assessments.

G. By a vote of two-thirds (2/3rds) of the Directors, the Board of Directors of the Association shall fix the Annual Lot Assessment, for the forthcoming calendar year on or before the fifteenth of September. The Annual Assessment must be in an amount sufficient to enable the Association to meet its obligations and to maintain the common areas and facilities as provided above. The Annual Assessment for the forthcoming calendar year shall become due and payable on, and shall constitute a lien as of the first day of December following the "fixing" or determination of the Annual Assessment. The Annual Assessment shall be in default if not paid by the thirty-first day of December. The Board may in its sole discretion extend the time of payment of any assessment, provide for the collection of the same in quarterly or monthly installments, or forgive or forego the collection of the same for good cause.

H. The lien for unpaid assessments shall be effective from and after the time of recording in the Records of the Office of the Judge of Probate, Baldwin County, Alabama, a claim of lien stating the lot number, the name of the record owner of a lot, the amount due and the date when due. Such claim of lien shall include only sums which are due and payable when the claim of lien is recorded and shall be signed and verified by an officer or agent of the Association.

I. Upon full payment of all sums secured by the lien, the party making payment shall be entitled to a recordable satisfaction of lien. All such liens shall be subordinate to any lien for taxes, the lien of any mortgage of record and any other lien recorded prior to the time of recording of the claim of lien filed by the Association.

J. Upon any voluntary conveyance of a lot, the grantor and grantee of such lot shall be jointly and severally liable to the Association for all unpaid assessments and/or costs which have been incurred and which are not then but subsequently become, in whole or in part, an assessment accruing up to the date of such conveyance, without prejudice to the right of the grantee

to recover from the grantor any such amounts. Provisions of this paragraph shall not apply to any lot conveyed by the Developer.

K. Any lot owner, prospective purchaser of a lot, or holder of a mortgage or other lien on any lot may, at any time, obtain from the Association a certificate showing the amount of unpaid assessments pertaining to such lot. The Association shall provide such certificate within ten (10) days after request therefor. Any person, other than the lot owner at the time of issuance of any such certificate, may rely upon such certificate, and his liability for unpaid assessments shall be limited to the amounts set forth in such certificate.

L. Any entity, its successors and assigns, obtaining title to a lot as a result of foreclosure of a first mortgage or vendor's lien shall not be fully liable for assessments which became due prior to the foreclosure. Such unpaid share of assessments shall be deemed an expense of the Association to be collected as part of a future Special Assessment from all of the remaining lot owners, including such acquirer, his successors or assigns.

M. An unpaid assessment shall constitute a personal liability of a lot owner or owners. The lien for an unpaid assessment shall not survive a sale or defeasance of the property, i.e. shall not be effective as either a liability or lien against a purchaser or mortgagee, unless and except a notice of lien has been filed in the records of the Judge of Probate, Baldwin County, Alabama, prior to defeasance or sale.

N. Any all such assessments, together with interest thereon and the costs of collection thereof, including a reasonable attorney fee as hereinafter provided, shall be a charge and lien on each lot and shall be continuing lien on the lot against which each such assessment is made. Each such assessment, together with interest thereon and the costs of collection thereof, including a reasonable attorney fee, shall, as hereinafter provided, be the personal obligation of the owner of such property at the time that such assessment became due.

O. The Association may bring an action at law against the owner personally or may foreclose the lien created by the terms of this document in accordance with the statutory provisions of the laws of the State of Alabama then in effect for the foreclosure of mortgages. Proceeding against the owner personally shall not be deemed a waiver of the right to foreclose the lien. No owner may escape liability for assessments provided for herein by the abandonment or transfer of such owner's lot.

P. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at twelve percent (12%) per annum, or such different percentage rate as may be established by resolution of the Board of Directors, with notice of such change to be given to each lot owner in a manner to be designated by said Board, provided, however, that such interest rate may not exceed the maximum annual interest rate allowed by the laws of the State of Alabama at the time that such assessment becomes due, and shall be uniformly applied to all lot owners. The Association may bring an action at law against the owner or owners for the enforcement of the lien against the property by the terms of this document, in accordance with the statutory provisions of the laws of the State of Alabama then in effect for the foreclosure of mortgages. A money judgment for unpaid assessments may be taken without waiving the lien securing the same.

27. CAPTIONS. The captions preceding the various paragraphs and subparagraphs of these Restrictions are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions.

28. CONSTRUCTION. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or neuter.

29. ELECTRICAL SERVICE. Developer has paid to have Riviera Utilities[?] provide underground service on each lot. Therefore, no lot shall be served with overhead electric service and no lot owner may erect power poles for such purpose. Only one temporary power pole per lot for initial construction purposes will be allowed and said temporary pole may have a flood light mounted to illuminate the house while under construction.

30. TREE REMOVAL. Due to the intent and desire of the Developer to maintain the natural beauty of the Subdivision, should any property owner desire to remove a tree which is six (6) inches or more in diameter at a height no greater than one (1) foot from the base, the written approval of the Developer or the Association must be obtained prior to the removal of said tree.

31. BEST MANAGEMENT PRACTICES/ADEM. Each lot owner, by acceptance of a deed to a lot in Subdivision, whether or not expressly so provided in said deed, covenants and agrees that in the development and construction of improvements upon said lot, Best Management Practices will be followed for the prevention and minimization of nonpoint sources of pollution and storm water run-off, contained and described in Alabama Nonpoint Source Management Program Document, as amended, prepared by ADEM, Water Division, Mining & Nonpoint Source Section, accordance with Section 319 of the Federal Clean Water Act, as amended, EPA Storm Water Pollution Prevention for Construction Activities, Office of Wastewater Enforcement and Compliance, U.S. Environmental Protection Agency, Washington, D.C. 20460, as amended, Best Management Practices for Nonpoint Source Runoff Control, Baldwin County, Alabama, South Alabama Regional Planning Commission, January 1989, as amended, and other applicable publications; and, that all appropriate pollution abatement/prevention facilities and structural and non-structural BMPs as described in these documents or Department approved equivalent BMPs, will be implemented and maintained as needed at the construction site in accordance with good engineering practices and ADEM regulations, under the guidance of a qualified pollution prevention/control professional, and specifically agree to hold the Developer harmless of any fault, fine, cost, liability, or remedial expense occasioned or arising directly or indirectly from his/her failure to do so.

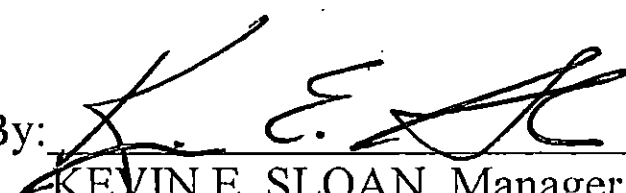
The lot owner agrees to apply for any appropriate permit from ADEM for the discharge of pollutants to waters of the State of Alabama as required by applicable Federal and State law and Regulations as amended. The lot owner agrees to apply for and obtain the appropriate permits for discharge of storm water pollutants as provided by applicable State and Federal Regulations.

The lot owner shall be responsible for compliance with applicable provisions of the ADEM Storm Water Permit (NPDES) issued for the Subdivision including the installation of all

necessary erosion control items including but not limited to hay bale sediment barriers, silt fencing, temporary construction (stone surfaced) entrances, and all other required Best Management Practices necessary to prevent the diversion, overflow, or bypass of silt, sediment, or soil or debris laden storm runoff beyond the limits of the property purchased. Further, temporary seeding and mulching shall be required within thirty (30) calendar days of clearing the property. Further should the Developer be fined or cited for violation of ADEM due to the lot owner's non-performance of this provision of the Declaration, the lot owner shall be responsible and pay all cost due as required to remedy the violation.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed in its name and on its behalf by its duly authorized representative, with its corporate seal hereunto affixed on the date set out in the acknowledgment below.

MSM LAND, LLC

By: 

KEVIN E. SLOAN, Manager

STATE OF ALABAMA

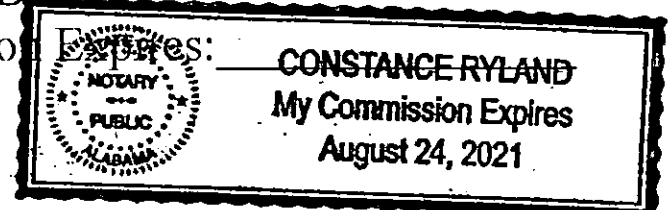
COUNTY OF BALDWIN

I, the undersigned Notary Public in and for said County, in said State, hereby certify that KEVIN E. SLOAN, whose name as Manager of MSM LAND, 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 said instrument, he, as such representative and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand, this 21 day of May, 2019.



NOTARY PUBLIC
My Commission Expires:



This Instrument Prepared By:

John J. Crowley, Jr.

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