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BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
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STATE OF ALABAMA

COUNTY OF BALDWIN

**DECLARATION OF
RESTRICTIVE COVENANTS**

This **DECLARATION OF RESTRICTIVE COVENANTS** (the "**Declaration**") is made as of the 22nd day of September 2025, by **S&K RIVERBEND, LLC**, an Alabama Limited Liability Company ("**Declarant**").

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **S&K RIVERBEND, LLC**, an Alabama Limited Liability Company ("**Declarant**"), as owner of that certain real property situated in Baldwin County, Alabama, being more particularly described on **Exhibit "A"**, attached hereto and made a part hereof for all purposes ("**Lot 2 of the Jennifer Merritt Moore Subdivision**" or the "**Property**"), does hereby declare that the Property shall be held, transferred, sold, conveyed, and occupied, subject to the following restrictive covenants, which shall run with the land and be binding on all parties having any right, title, or interest in the Property, and their respective heirs, successors, and assigns.

W I T N E S S E T H:

WHEREAS, Declarant simultaneously herewith has conveyed to Garrett Brand & Bethany Rowland ("**Purchaser**"), Lot 2 of the Jennifer Merritt Moore Subdivision; and Brand

WHEREAS, as an inducement for Purchaser to purchase Lot 2 of the Jennifer Merritt Moore Subdivision, Declarant agrees to place the following restrictions on certain real property owned or controlled by Declarant, and any entity which, in whole or in part, is owned or controlled by Declarant, or affiliated with Declarant (collectively "**Declarant's Affiliates**"), that is located within the boundaries of the Jennifer Merritt Moore Subdivision.

NOW, THEREFORE, Declarant, for and in consideration of the sum of One Dollar (\$1.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, covenants and agrees as follows:

1. PURPOSE.

This Declaration is established for the purpose of preserving the aesthetic value, residential character, and general desirability of the Property and surrounding area.

2. USE RESTRICTIONS.

(a) Single-Family Residential Use Only.

All lots in the Jennifer Merritt Moore Subdivision and owned by the Declarant shall be known, described as, and used for single-family residential purposes only. No lot may be improved, used, or occupied for any reason other than private single-family residential purposes.

No business, commercial, or industrial use shall be permitted, except for home-based businesses that are incidental to residential use and do not involve customers, clients, or employees regularly visiting the Property.

(b) Dwelling Size Requirements.

Only one (1) single-family dwelling may be erected on the Property. Said dwelling shall contain at a minimum, One Thousand Eight Hundred (1,800) square feet of heated and cooled living area, exclusive of basements, open porches, and garages, with at least Nine Hundred (900) square feet located on the ground floor, if the dwelling consists of more than one story in height.

(c) Prohibited Structures.

No trailer, mobile home, manufactured home, recreational vehicle (RV), camper, tent, shack, garage apartment, or other temporary or moveable structure shall be placed, erected, altered, maintained, or permitted to remain on the Property at any time, whether temporarily or permanently, for use as a residence or for any other purpose.

No flat, duplex, apartment house, group apartment, or condominium, though intended for residence purposes, may be erected thereon.

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, as to channel water on an adjacent lot within the Jennifer Merritt Moore Subdivision.

3. TERM.

The Declaration shall run with the land and shall be binding upon all parties for the benefit of Lot 2 of the Jennifer Merritt Moore Subdivision, and as a burden upon the Declarant's Property affected thereby, shall be in full force and effect for a period equal to the longest period allowed by applicable law, and shall be binding upon Declarant, Declarant's Affiliates and their respective heirs, successors, legal representatives, successors-in-title and assigns, and shall be enforceable by Purchaser, its successors, assigns, successors-in-title and tenants; provided, however Purchaser's rights in this (and the following) paragraph shall survive any further conveyance by Purchaser of all or any portion of Lot 2 of the Jennifer Merritt Moore Subdivision.

4. ENFORCEMENT.

Any transfer, assignment, or other conveyance of any part, or all of the Declarant's Property affected by the covenants and restrictions referenced in the preceding paragraphs hereinabove, shall include

a reference to said covenants and restrictions; provided, however, that the binding nature of said covenants and restrictions shall not be affected by a failure to include such references.

In the event of any violation or threatened violation of the Declaration, the Declarant, or any other party entitled to enforce these covenants, shall have the right to bring an action at law or in equity to enforce compliance, including but not limited to injunctive relief, specific performance, actual damages, or any combination thereof.

4. ATTORNEYS' FEES AND EXPENSES.

Declarant, or any other party entitled to enforce the Declaration, or a breach thereof, shall be entitled to recover all reasonable attorneys' fees, paralegal fees, litigation expenses, court costs, and all other costs and expenses, incurred by Declarant, or any other party entitled to enforce the Declaration, in connection with the preparation, enforcement (including, without limitation, in bankruptcy, probate, administrative proceedings, or otherwise), workout, or collection of, whether or not suit is filed, including such fees incurred in bankruptcy proceedings, at state and/or federal trial and appellate court levels, together with all other costs and expenses that may be incurred by Declarant, or any other party entitled to enforce the Declaration, in connection with the enforcement of these covenants or the preservation or enforcement of any of Declarant's, or any other party entitled to enforce the Declaration, rights or interest in the Property.

5. LIQUIDATED DAMAGES.

Because violations of the Declaration may cause harm that is difficult to quantify, the parties agree that, in the event of a proven violation, the violator shall pay liquidated damages in the amount of Ten Thousand and No/100 Dollars (\$10,000.00) per violation, which the parties agree represents a fair and reasonable estimate of the damages likely to result. This is in addition to the right to seek injunctive relief or other equitable remedies as appropriate.

7. SEVERABILITY.

If any provision or provisions of the Declaration prove to be invalid, void, illegal or unenforceable by reason of present or future laws or rules or regulations of any governmental body or entity or any court of competent jurisdiction, such provision or provisions of this Declaration shall in no way affect, impair or invalidate any of the remaining provisions of this Declaration, and all such remaining provisions shall remain in full force and effect. is held to be invalid or unenforceable, the remainder of the Declaration shall not be affected and shall continue in full force and effect.

Furthermore, it is the intention of the Declarant that if any provision or provisions are declared to be invalid, void, illegal or unenforceable by reason of present or future laws, rules or regulations of any governmental body or entity or any court of competent jurisdiction, such provision or provisions shall be revised by such governmental body or entity or court to render same fully valid and, to the extent possible, conform to the terms of this Declaration. Such revised provision or provisions shall then be fully binding upon the Declarant as if they were contained in this Declaration.

8. BINDING EFFECT.

The Declaration shall bind and benefit the undersigned, the purchaser(s), and all heirs, successors, assigns, and future owners of the Property.

9. VENUE.

The parties agree that the exclusive venue for any legal action arising from or relating to these restrictive covenants shall be the state courts located in Baldwin County, Alabama.

Each party hereby submits to the personal jurisdiction of said courts.

[Signatures begin on the following page]

IN WITNESS WHEREOF, Declarant has executed and sealed these presents the day and year above written.

DECLARANT:

S&K RIVERBEND, LLC

By: [Signature]

Name: Scott D. Friedman

Its: sole member

STATE OF ALABAMA

COUNTY OF Mobile

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Scott D. Friedman, whose name as sole member of S&K Riverbend, 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, (s)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 and official seal, this 22nd day of September, 2025.



Monica C. Nicholas
Notary Public

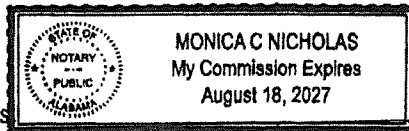


EXHIBIT "A"

Lot 2 of the Jennifer Moore Merritt Subdivision, as recorded in map or plat thereof recorded in Slide No. 2395C and 2399-D, in the records of the Office of the Judge of Probate, Baldwin County, Alabama.

EXHIBIT "B"

RESTRICTED PROPERTY

Any property that is that is located within the boundaries of the Jennifer Merritt Moore Subdivision, more particularly described on Exhibit "A" attached hereto.