

STATE OF ALABAMA)
COUNTY OF BALDWIN)

BALDWIN COUNTY, ALABAMA
TIM RUSSELL PROBATE JUDGE
Filed/cert. 9/10/2015 11:52 AM
TOTAL \$ 45.00
13 Pages

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DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

THIS DECLARATION is made and entered into as of the 27th day of August, 2015, by and between DWAIN GREGORY LUCE, JR., MARGARET LUCE BROWN, MWL FAMILY LIMITED PARTNERSHIP, an Alabama limited partnership, DWAIN GREGORY LUCE, JR., as Trustee of the Dwain Gregory Luce, Jr. 2003 Irrevocable Trust, MARGARET LUCE BROWN, as Trustee of the Margaret and Milton Brown 2003 Irrevocable Trust and DGL FAMILY LIMITED PARTNERSHIP, an Alabama limited partnership (hereinafter referred to as the “**Declarants**”):

RECITALS

The undersigned constitute all of the owners of the following parcels of real property in Baldwin County, Alabama, which comprise 400 acres, more or less, described as follows (herein the “**Property**”):

The Northeast Quarter of Section 28, Township 6 South, Range 3 East, Baldwin County, Alabama.

The Southeast Quarter of the Northwest Quarter of Section 28, Township 6 South, Range 3 East, Baldwin County, Alabama.

The Northeast Quarter of the Southeast Quarter of Section 28, Township 6 South, Range 3 East, Baldwin County, Alabama.

The West Half of the Southwest Quarter of Section 28, Township 6 South, Range 3 East, Baldwin County, Alabama.

The Southwest Quarter of the Northwest Quarter of Section 28, Township 6 South, Range 3 East, Baldwin County, Alabama.

The Southeast Quarter of the Southwest Quarter of Section 28, Township 6 South, Range 3 East, Baldwin County, Alabama.

Declarants have elected to divide the Property into twenty four (24) parcels, consisting of twelve (12) parcels of approximately ten (10) acres each and twelve (12) parcels of approximately twenty (20) acres each, in accordance with the map or plat thereof which is attached hereto and marked Exhibit "A" and incorporated herein by reference (the "Plat"). The Declarants desire to subject the Property to mutual and beneficial restrictions, covenants, conditions and limitations for the present and future owners of or any part or portion of the Development (herein defined).

NOW, THEREFORE, Declarants do hereby establish, publish and declare that all of the Property is subject to and held, and shall be held, conveyed, encumbered, used, occupied and improved, subject to the following Restrictions, which shall be covenants running with the land and shall be binding upon all owners thereof.

ARTICLE I. DEFINITIONS

The following terms used in this Declaration shall have the respective meanings ascribed to them in this Article unless the context clearly requires otherwise:

Section 1.01 Declarants. Shall mean those individuals and legal entities so identified on Page 1 of this Declaration.

Section 1.02 Declaration. Shall mean this instrument.

Section 1.03 Developer. Shall mean the Declarants.

Section 1.04 Development. Shall mean the Property.

Section 1.05 Committee. Shall mean the committee described in Section 2.02 of Article II hereof.

Section 1.06 Parcel. Shall mean each Parcel of land described on the Plat. Said term shall also mean each and every portion of such Parcel which may be subsequently owned in fee simple and created as a separate Parcel, either by act of subdivision, resubdivision or conveyance by metes and bounds description.

Section 1.07 Plat. Shall mean the map or plat which is attached hereto as Exhibit "A" and incorporated herein by reference.

Section 1.08 Property. Shall mean the 400 acres hereinabove described.

Section 1.09 Restrictions. Shall mean the restrictions, covenants and limitations respecting land use and related matters specified in this Declaration.

ARTICLE II. MUTUALITY OF BENEFIT AND OBLIGATIONS

Section 2.01 Purpose. It is intended that except as expressly provided otherwise, the Development will be utilized as an agricultural/residential community of first class quality improvements in a rural, uncongested, healthy and desirable environment.

Section 2.02 Committee. The provisions of this Declaration shall be administered and enforced by Dwain Gregory Luce, Jr., Margaret Luce Brown and John Luce. Other than John Luce, no person shall serve on the Committee who is not an owner or beneficial owner of any Parcel in the Development. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for the services performed pursuant to this Declaration. A majority of the Committee may designate one or more representatives to act for it. The Committee may, by written instrument duly recorded in the minutes and, at any time, remove or replace any member of the Committee with or without cause or name a new member in place of any member who has resigned or died. The decision of a majority of the members of the Committee shall be the decision of the Committee. In the event of death, resignation or removal of any member of the Committee, the remaining members shall have full authority to act in the name of the Committee pending appointment of a successor for such member by the remaining members of the Committee. With respect to all matters which are, by the terms of this instrument, to be decided by the Committee, the decision of the Committee shall be final and binding on all parties. The Committee may at its option prepare and record from time to time a certificate containing the names and addresses of its members and its chairman.

Section 2.03 Plans and Specifications. All plans and specifications for any building or related structure on any Parcel, including the construction material and any later changes or additions after initial approval thereof and any exterior remodeling or reconstruction thereto, shall be subject to and shall require approval in writing of the Committee before any work is commenced. Construction may not be started before receipt of a letter of approval from the Committee, provided, however, that should the Committee fail to either approve or disapprove the plans submitted within a period of thirty (30) days after submission of the same to the Committee, the plans so submitted shall be deemed to have been approved by the Committee and construction permitted. A copy of any letter of approval issued by the Committee must be signed by the builder, or owner, and returned to the Committee for retention.

Section 2.04 Fences. Unless otherwise approved by the Committee, no perimeter fence constructed on any Parcel may be constructed of chain link or plastic.

Section 2.05 Power Line Easement. A 75 foot overhead electrical power line easement extends along the East lines of Parcels 11-15 as depicted on the Plat. All of said Parcels so designated are subject to this easement and, in this connection, an electrical power line easement of the same dimension is hereby reserved over and along said Parcels to the extent necessary to provide electrical power to the Parcels.

Section 2.06 60 Foot Private Drive. A 60 foot Private Drive extends through 11 Parcels as depicted on the Plat, specifically:

- Along the East line of Parcels 4-6
- Along the Southeast corner of Parcel 23
- Along the West line of Parcel 7

- Along the common North-South line between Parcels 7 and 8 and Parcels 9 and 10, each common Parcel bearing an equal and proportionate share of the width of said easement
- Along the Southwest corner of Parcel 14
- Along the West line of Parcels 12-13

This Private Drive is to be used as a means of ingress and egress to and from all Parcels that it touches in the Development and, in this connection, an easement of the same dimension is hereby reserved over and across said Parcels as designated on the Plat for this purpose. To the extent that it does not interfere with reasonable ingress and egress, the 60 Foot Private Drive is also to be used for the purpose of providing utility service to all Parcels, such as, for example, electricity, water, sewer and cable, and an easement of the same dimension for this purpose is also reserved for the utilization and benefit of all Parcels.

The Developer has or will construct a clay based drive within the confines of this easement and as necessary to provide ingress and egress to the Parcels as they are sold. Once the drive, or portions of the drive (as portions may be constructed as necessary for Parcels as they are sold), is constructed, maintenance of the drive and all costs associated therewith shall be borne on a pro rata basis between the owners of all 13 Parcels that the drive touches, including, without limitation, Parcels 11 and 24 (inasmuch as the said easement provides ingress and egress to Parcels 11 and 24).

ARTICLE III. RESTRICTIONS ON USE AND IMPROVEMENT

Section 3.01 Residential. All Parcels in the Development shall be used for single family residential purposes exclusively, which shall include the use of any Parcel for growing crops for personal use only. No crops shall be grown as a commercial farming enterprise; or, subject to

~~owned and used~~ Section 3.06 hereof, for the keeping and breeding of horses and other livestock.

Section 3.02 Restrictions on Resubdivision. Except as to any portions of the Development owned by Developer, until the date thirty (30) years from the date hereof, no Parcel shall be subdivided or resubdivided in two or more Parcels or parcels of a size smaller than ten (10) acres, nor shall the grantees of any Parcel have the right to convey a Parcel which constitutes a part or portion, but not all, of a Parcel, to any one or more grantees. After the expiration of said thirty-year period, the Parcels may only be subdivided into smaller parcels or parcels having an area of at least five (5) acres each until the expiration of an additional twenty (20) years, after which this restriction as to subdivision and resubdivision shall be terminated and of no force and effect. Notwithstanding the foregoing, the Developer may resubdivide any Parcels owned by Developer, but no such resubdivision shall result in any one resubdivided parcel or parcel containing less than ten (10) acres.

Section 3.03 Single Family Unit. No more than one single family unit shall occupy any Parcel. The ground floor area of the primary single family dwelling situated upon any Parcel, exclusive of open porches, open carports and garages, shall contain: (a) not less than 1,800 square feet in the case of a one-story dwelling; or (b) not less than 900 square feet in the case of a dwelling having more than one story, with a total enclosed area for a dwelling having more than one story of not less than 1,800 square feet. In addition to the residential dwelling, if a Parcel is 20 acres in size, it may have up to, but not exceeding, three (3) barns and/or outbuildings, one (1) of which may be a guest house or cottage of no more than 1,500 square feet, and if a Parcel is 10 acres or less in size, it may have up to, but not exceeding, two (2) barns and/or outbuildings, one (1) of which may be a guest house or cottage of no more than 1,500 square feet.

Section 3.04 Storage of Vehicles and Equipment. All mobile homes, trucks (excluding pick-up trucks used by the owner of a Parcel for day to day transportation purposes), recreational vehicles and farm equipment shall be parked or stored inside a barn or outbuilding.

Section 3.05 Condition. It shall be the responsibility of each Parcel owner to prevent and avoid any unclean, unsightly or unkempt condition of buildings or grounds on such Parcel which shall tend to decrease the aesthetic beauty of the specific Parcel or of the Development as a whole.

Section 3.06 Restrictions on Animals and Poultry. Except for horses, cattle, sheep (collectively, "**Permitted Mammals**") and poultry ("**Poultry**"), no swine or other animals of any kind or description, except normal household pets, shall be kept on any Parcel, unless expressly approved in writing by the Committee. No more than: (a) six (6) of any one kind of Permitted Mammal; or (b) a total of twelve (12) Permitted Mammals collectively; may be kept at any one time. Poultry shall not exceed six (6) birds at any one time. Such Permitted Mammals and Poultry shall be kept for recreational and personal use only. No Permitted Mammals or Poultry kept on any Parcel may be used for commercial purposes.

Section 3.07 Nuisance. No noxious, offensive or illegal activities shall be carried on upon any Parcel nor shall anything be done on any Parcel which may be or may become an annoyance or nuisance in the Development.

Section 3.08 No Dumping. No trash, garbage or other refuse shall be dumped, stored or accumulated on any Parcel. Trash, garbage or other waste shall not be kept on any Parcel except in sanitary containers or garbage compactor units and, in such instances, only on a temporary basis. Exterior garbage containers shall be kept in a clean and sanitary condition and shall be so placed, buried or screened by shrubbery, screening fence or other appropriate methods so as not to be visible

at any time except during periods of refuse collection. No outside burning of trash, garbage or household refuse shall be permitted.

ARTICLE IV. ENFORCEMENT

Section 4.01 By Committee. The Committee shall, upon written request of any Parcel owner, or upon its own initiative if it so elects, investigate any possible violation of these Restrictions and determine by majority vote whether a violation exists. If the Committee determines that no violation exists, it shall give written notice of its determination to the complaining Parcel owner, if any, in person or by registered or certified mail, addressed to such Parcel owner at the last known address of said Parcel owner. Should the Committee determine that a violation does exist, it shall give written notice of this determination in person or by registered or certified mail to the complaining Parcel owner, if any, and to the owner of the Parcel on which or as to which such violation exists, addressed to each at their respective last known address. The owner of the Parcel on which or as to which such violation exists shall be allowed thirty (30) days after the giving of such notice, or such longer period as the Committee deems appropriate, in which to correct such violation. Should the violation not be corrected within such period, the Committee shall have the right, but not the obligation, to correct the violation and charge the Parcel owner with the cost of corrective measures taken.

Section 4.02 Legal Proceedings. In addition, the Committee and any owner or owners of any Parcel shall each have the right to prosecute any proceedings at law or in equity against any person or persons found by the Committee to be violating any of these Restrictions and prevent him or them from so doing, recover damages for such violation, and obtain any other legal and equitable relief to which it, he or they may be entitled under the circumstances.

**ARTICLE V.
CONSIDERATION**

The grantee or grantees of any Parcel subject to the coverage and protection of these Restrictions and the owner or owners of such Parcel from time to time, by the acceptance of the conveyance or other instrument conveying any interest in or title to, or the execution of a contract for the purchase thereof, shall accept such deed or other contract upon and subject to each and all of these Restrictions and the agreements herein contained, whether or not such Restrictions are recited in the instrument or conveyance.

**ARTICLE VI.
SEVERABILITY**

Every one of the provisions in this Declaration is hereby declared to be independent of, and severable from the rest of the provisions and of and from every combination of the provisions. Invalidation by any court of any provision in this Declaration shall in no way affect any of the other provisions which shall remain in full force and effect.

**ARTICLE VII.
CAPTIONS**

The captions preceding the various Articles of this Declaration are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provision of this Declaration. 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.

**ARTICLE VIII.
AMENDMENT**

The Declarants specifically reserves the right to amend this Declaration, or any portion hereof.

[Signature page follows]

IN WITNESS WHEREOF, the Declarants hereto have hereunto set their hands and seals this

27th day of August, 2015.

Dwain Gregory Luce, Jr.
DWAIN GREGORY LUCE, JR.

Margaret Luce Brown
MARGARET LUCE BROWN

MWL FAMILY LIMITED PARTNERSHIP,
an Alabama limited partnership

Dwain Gregory Luce, Jr.
By: Dwain Gregory Luce, Jr.
Its: Manager

Dwain Gregory Luce, Jr.
DWAIN GREGORY LUCE, JR., as Trustee of
the Dwain Gregory Luce, Jr. 2003 Irrevocable
Trust

Margaret Luce Brown
Margaret Luce Brown, as Trustee
of the Dwain Gregory Luce, Jr. 2003 Irrevocable Trust

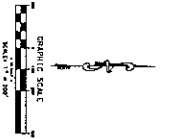
Margaret Luce Brown
MARGARET BROWN LUCE, as Trustee of
the Dwain Gregory Luce, Jr. 2003 Irrevocable
Trust

DGL FAMILY LIMITED PARTNERSHIP,
an Alabama limited partnership

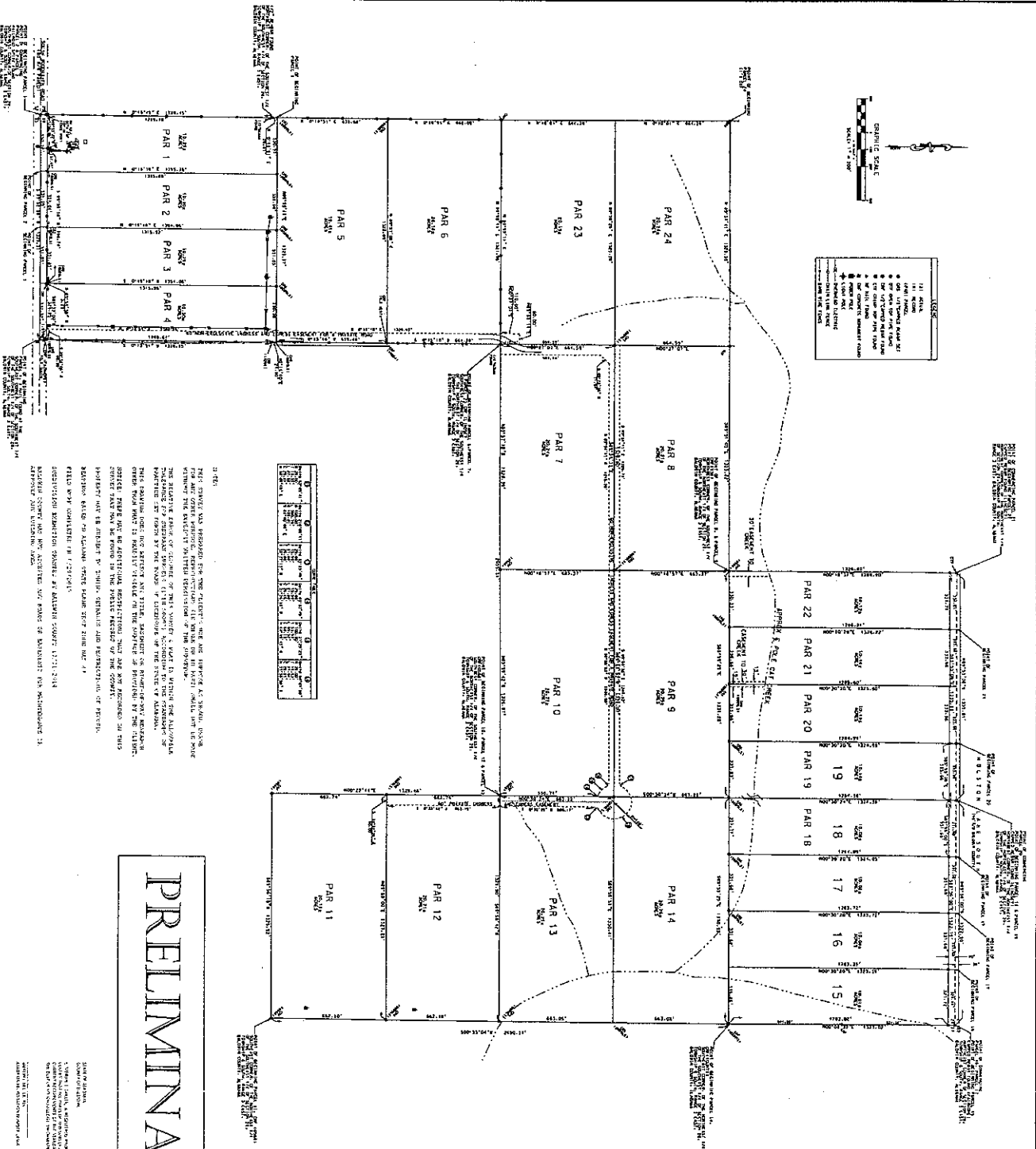
Dwain Gregory Luce, Jr.
By: Dwain Gregory Luce, Jr.
Its: Manager

EXHIBIT A

(See attached Preliminary Plat which is attached hereto for informational purposes and is subject to change prior to finalization)



LEGEND	
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PRELIMINARY

McCrory Williams
INCORPORATED
Eminent Surveyors

307 INTERNATIONAL DRIVE
MOBILE, ALABAMA 36686
VOICE (904) 436-4700
FAX (904) 436-4701
E-MAIL: info@mcwilliams.com

PROJECT NO. 10496-1006
SECTION 28, TOWNSHIP 6 SOUTH, RANGE 3 EAST, BALDWIN COUNTY, ALABAMA
DATE: 08/20/2013
DRAWN BY: NCL
CHECKED BY: JBT
SHEET 1 OF 1

STATE OF ALABAMA
COUNTY OF BALDWIN
I, JAMES L. MCCRORY, a duly qualified and licensed surveyor in the State of Alabama, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the client, and that the same has been compared with the original survey as shown to me by the client, and that the same is a true and correct copy of the original survey as shown to me by the client.