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BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
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HERITAGE FARMS SUBDIVISION COVENANTS

ARTICLE I
GENERAL APPLICABILITY OF DECLARATION

1. GENERAL APPLICABILITY. This Declaration shall apply to the Subdivision and all Lots and easements shown upon the plat for Heritage Farms Subdivision recorded in the Office of the Judge of Probate of Baldwin County, Alabama, at Slide 3090-D and as Instrument Number 2282677. This Declaration is further subject to such plat. Under no circumstances shall this Declaration be deemed or construed to apply to any other adjacent portions of property which are and shall remain the separate property of the Declarant. The imposition of these restrictions shall in no way be construed as a representation that the Subdivision may be expanded or additional subdivisions or extensions thereto be made. Each of the restrictions, covenants, limitations, conditions, reservations, and easements made and set forth herein shall apply as if this Declaration were set forth in its entirety in each deed from the Declarant to any Person, firm or corporation conveying or affecting any of the Lots, areas or streets and by the acceptance of any deed to said property. Any purchaser or grantee agrees and binds itself to make all deeds of land in the Subdivision and all contracts of sale or contracts for deeds conveying land in the Subdivision, subject to this Declaration.

ARTICLE II
IMPROVEMENTS

1. LAND USE AND BUILDING TYPE. No Lot shall be used except for residential

purposes. No Dwelling shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single family Dwelling and an attached or detached garage or carport, a detached guest house, a detached barndominium and accessory buildings.

2. DWELLING QUALITY, SIZE AND DESIGN. All Dwellings shall be constructed using quality workmanship and materials. The main structure shall be not less than two thousand (2,000) square feet of heated and air conditioned space and shall be not more than two (2) stories in height. The garage, if any, shall house a minimum of one (1) and a maximum of four (4) vehicles. All buildings, and specifically barndominiums, shall be approved by the Architectural Review Committee created hereby.

3. BUILDING LOCATION. All building locations and orientation on the lot shall be approved by the Architectural Review Committee prior to construction. No Dwelling shall be located on any Lot nearer to any Lot line than the setback lines noted or shown on the recorded Subdivision plat and shall not be located nearer than 100 feet from the front Lot line. Non-habitable accessory structures need to only be placed within side setback lines, except that no such structure may be placed in the front yard of any Lot. If no such setback line is noted or shown on the plat, then all minimum setbacks shall be in conformity with all relevant Zoning Ordinances as they pertain to this subdivision.

4. EXTERIOR FINISHES. Exterior finish materials shall be of high quality and durable, such as lap siding, brick, stucco, Hardi Plank, and Board and Batten. Window frames, window shutters and soffits may be constructed out of vinyl siding, and exterior doors may be constructed out of wood, vinyl, aluminum or fiberglass.

5. DRIVEWAYS. All driveways shall be constructed with materials approved by the Architectural Review Committee. Materials may include asphalt or concrete.

6. MANUFACTURED HOUSING. No manufactured housing units or mobile homes may be used on the premises. No metal-clad or vinyl siding, asphalt, asbestos or roll siding will be permitted on the exterior of any Dwelling, unless express written permission is granted by the Architectural Review Committee.

7. DETACHED BUILDINGS. Lot Owners are permitted to install one detached building within the side or rear yard of his or her Lot subject to the approval of the Architectural Review Committee. No detached buildings shall be installed on the front yard of a Lot. Detached building cannot be built until after the primary residence is 50% complete.

8. RESTRICTIONS OF EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as noted or shown on the recorded plat.

No dwelling house, garage, outbuilding or other structure of any kind, except driveways , shall be built, erected or maintained upon any such easements, and said easements shall, at all times, be open and accessible to public or quasi-public utility corporations, and other persons erecting, constructing or servicing such utilities and Declarant, its successors and assigns, all of whom shall have the right of ingress and egress thereto, and therefrom and the right and privilege of doing whatever may be necessary in, under and upon said locations for the carrying out of any of the purposes for which said easements, reservations and rights-of-way are reserved, or may hereinafter be reserved.

10. MISCELLANEOUS CONSTRUCTION. If a Lot Owner constructs his own

Dwelling, then he/she shall be liable for any costs and expenses, including, without limitation, all attorney's fees, incurred by the Association or other Lot Owners as a result of damage to other Lots, and/or the Dwellings or driveways thereon, caused by cranes, construction equipment or construction crews working on the construction of such Lot Owner's Dwelling.

ARTICLE III
GENERAL LAND USE AND OTHER RESTRICTIONS

1. NUISANCES. No noxious or offensive activity shall be carried upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

2. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, shack, garage, or other outbuilding shall be erected or used on any Lot at any time either temporarily or permanently, except during the initial home construction process. The approval of the use of a temporary structure and the termination of any approval shall be at the absolute discretion of the Architectural Review Committee. Under no circumstances shall any temporary structure remain on any Lot for more than one year.

3. SIGNS. No sign of any kind shall be displayed to the public view on any Lot, except one professional sign of not more than five (5) square feet advertising the Lot for sale or rent, or identification during the construction period. The Declarant shall be exempt from this section.

4. LIVESTOCK. No animals or livestock of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets in a reasonable number, may be kept

provided that they are not kept, bred or maintained for any commercial purposes, nor shall they be bred for non-commercial purposes so as to become a nuisance. Up to twelve (12) laying hens may be kept within a contained space that does not allow free roam of the chickens. No roosters are allowed. Horses may be kept on a Lot not to exceed two horses. A barn must be provided for horses and subject to Architectural Review Committee approval.

5. GARBAGE AND REFUSE DISPOSAL. No Lot shall be used or maintained as a dumping ground for rubbish, garbage, trash or other waste. All such waste shall be kept in sanitary, covered containers, which shall be maintained in a clean and sanitary condition.

6. MAINTENANCE OF PROPERTY. Each Lot Owner shall keep his or her respective Lots and all improvements thereon in good appearance and repair, free of debris. In the event the Lot Owner shall fail to comply with these provisions, the Association, upon thirty (30) days written notice to Owner, shall have the right to enter upon said Lot to correct same and shall be entitled to levy a special assessment against the Owner of said Lot to cover the cost thereof.

7. UTILITIES AND ANTENNAS. All utilities shall be placed underground. Each Lot Owner is required to connect to said utilities at his or her expense. All large satellite dishes (which is any satellite dish over twenty inches (20") in diameter) or other devices shall be erected only on the back corner of a Dwelling and shall be erected so as to limit their visibility from any street or adjoining Lots.

8. MAILBOXES AND PROPERTY IDENTIFICATION MARKERS. The USPS requires all mail be received at pre-approved cluster box location. There shall not be any individual mailboxes on any lot. The Lot Owner may place a property identification marker, so long as it has

been approved by the architectural review committee.

9. VEHICLES. The immobilization of any vehicle for repairing or overhauling on a Lot within the Subdivision is hereby prohibited. Vehicles shall not be parked on any yard or Lot other than on a driveway, parking area or in a garage.

10. BOAT AND BOAT TRAILERS. Boat trailers or boats may be stored on a Lot, in enclosed garages or in an area (which shall be in the rear of the Dwelling) so as to minimize their visibility from another Lot.

11. RECREATIONAL VEHICLES AND OTHER TRAILERS. Recreational Vehicles and trailers may be stored or kept on a Lot in enclosed garages or in a screened area (which shall be in the rear of the Dwelling) approved by the Architectural Review Committee.

12. CLOTHESLINES. No clotheslines shall be maintained on any Lot.

13. FENCES. All proposed fences shall be submitted to the Architectural Review Committee for approval. Fences shall be a maximum height of six (6) feet. No chain link fences shall be allowed. All fences shall be constructed no nearer to the front of the Lot than the back corner of a Dwelling and shall not protrude toward the front of such Dwelling.

14. PROPANE TANKS. Propane tanks installed on any Lot shall be buried or enclosed and located a safe distance from the Dwelling and shall be located on the back one-half (½) of a Dwelling if installed on the side yard of a Lot or in the back yard of a Lot. Small propane tanks used for outdoor grilling purposes are exempt from this provision.

15. EXTERIOR COLOR SCHEMES. Exterior color schemes shall be submitted to the Architectural Review Committee along with the building plans for approval. This requirement

shall also include a change of color repainting unless the original color scheme is retained.

16. MISCELLANEOUS. Wood piles, dog houses, etc., shall be in a screened area (which shall be in the rear of the Dwelling), or hidden from view and shall be properly maintained.

17. SUBDIVIDING OF PROPERTY. No Lot shall be sold or subdivided except as a whole for the purpose of building a complete Dwelling, and only one Dwelling and one guest house, should the Owner desire to construct a guest house, shall be constructed upon each Lot. Two (2) Lots may be combined into one Lot or a Lot may be divided between two (2) adjoining Lots for the purpose of creating a larger Lot, but no more than one Dwelling, and one guest house, shall be built on any Lot and portion of an adjoining Lot that may have been divided or subdivided to create a larger Lot. This paragraph is subject to the subdivision regulations promulgated by Baldwin County, Alabama.

18. SHORT TERM RENTALS NOT ALLOWED. No Lot Owner shall allow his/her property to be leased for a period of less than one hundred eighty (180) days.

19. ZONING REGULATIONS. The Subdivision is in a zoned area of Baldwin County, Alabama. As such, each Owner must ensure that his/her Lot and all buildings and improvements thereon comply with the ordinances of Baldwin County.

ARCHITECTURAL CONTROL

1. MEMBERSHIP OF THE ARCHITECTURAL REVIEW COMMITTEE.

The initial members of the Architectural Review Committee, hence A.R.C., shall be Chason Franks, Melissa Franks, and Randall Caldwell. At such time as the initial members, in

their sole discretion, should collectively elect to relinquish the duties and responsibilities of the A.R.C., then in that event the A.R.C., shall be appointed by, and serve, at the pleasure of the Lot Owners of the Subdivision. A majority of the A.R.C., may designate a representative to act for it. The initial A.R.C. shall serve subject to the power of the Declarant as hereinafter set forth.

When the A.R.C. is appointed by the Lot Owners, there shall be at least three (3) members of the A.R.C., two (2) of which may not be Members of the Association. Members of the A.R.C. shall be elected by a majority of the Members present in person or by proxy at a meeting held for the purpose of election of members of the A.R.C. A member of the A.R.C. may also be a director or officer of the Association. Once elected, any member of the A.R.C. may be removed and a new member elected to his/her place by a majority vote of the Members present in person or by proxy at any meeting (at which a quorum is present) called for that purpose.

2. APPROVAL OF ARCHITECTURAL AND LANDSCAPE PLANS. No building or Dwelling, fences, walls, driveways, parking areas, service courts, satellite dishes, antennas, dog houses, flagpoles or other structure shall be commenced, erected or maintained nor shall any addition to or exterior change or alteration thereto be made until the plans and specifications showing the nature, kind, shape, height, material, floor plan, structural specifications, exterior color scheme, location, square footage and grading shall have been submitted to and approved by a majority of the members of the A.R.C., it's successors and assigns, and a copy of the plans and building specifications to be lodged permanently with A.R.C. Upon submission of the plans as herein specified, the A.R.C. shall have fourteen (14) days to approve or disapprove any such building plans and specifications, and may in its absolute discretion, reject any or all the plans

which are not suitable or desirable for any reason, including purely aesthetic reasons. In approving or passing upon such plans and specifications, the A.R.C. shall have the absolute and discretionary right to take into consideration the stability of the proposed building, the materials from which it is to be constructed, the Lot upon which it is proposed to be erected, the harmony thereof with the surrounding Lots as planned and taking into consideration the outlook from the adjacent or neighboring Lots. All such building plans and specifications shall consist of not less than section details, floor plans of all floors, elevation drawings of all exterior walls, roof plans and a plot plan showing the location and orientation of the building on the Lot, with all setbacks and shall also show the location of driveways, service courts, parking and all other proposed construction upon the Lot. At the same time, a preliminary landscape development plan shall be submitted to the A.R.C. for approval concurrently with the building plans. A final landscape plan shall be submitted and approved before planting. The A.R.C. reserves the absolute right to establish and enforce the general development criteria for the approval of construction of a Dwelling on the Lot which is subject to these restrictions, said right to include general or specific requirements concerning the nature, kind, shape, height, width, materials, color schemes, as well as the architectural and structural requirements thereof. The Declarant shall be exempt from this Section. 3.

LANDSCAPE. Plans for all landscaping shall be provided to the A.R.C. for the Lot. Portions of the Lot may be left in its natural state so long as there is not excessive debris buildup that is visible from another Lot. All landscaping and planting as shown on the landscape plan shall be kept and maintained thereafter for the duration of this Declaration. The Declarant shall be exempt from this Section.

4. VARIANCES. The A.R.C. may issue variances from any building covenant, except set back requirements and dwelling size covering the construction or alteration of improvements on the property provided such improvements substantially comply with the provisions hereof and provided the A.R.C. acts in accordance with adopted and published guidelines and procedures.

5. ENFORCEMENT. The A.R.C. shall have the right to enforce any of its powers granted in this Declaration and the provisions applicable to it in this Declaration in the same manner as is provided for the Association to enforce the provisions of the Development Documents, whether set forth in the By-Laws or this Declaration, including, without limitation, the right to impose a lien upon the Lot of a violating Lot Owner.

ARTICLE IV
LOT OWNERS ASSOCIATION

The Developer has formed or will cause to be formed The Heritage Farms Homeowners Association, Inc., an Alabama non-profit corporation.

1. POWERS AND DUTIES. The maintenance, operation and administration of the of the Development shall be by the Association, membership in which shall consist of the Lot Owners only. The Association shall be a not for profit Alabama corporation incorporated by a Certificate of Formation recorded in the Office of the Judge of Probate of Baldwin County, Alabama. The Association shall be an entity which shall have the capability of bringing suit and being sued with respect to the exercise or nonexercise of its powers. The Association shall have

exclusive authority and power to maintain a class action and to settle a cause of action on behalf of Lot Owners of the Subdivision with reference to any and all other matters in which all the Lot Owners have a common interest. The Association shall have all the powers and duties set forth in § 10A-3-1.01, et seq. Code of Alabama (1975), as well as all the powers and duties granted to or imposed on it under the By-Laws, the Articles and this Declaration as they may be amended from time to time.

IN WITNESS WHEREOF, being the manager of C&R Farms, LLC, (Developer) have hereunto set my hand this 13th day of October, 2026, and certify that these are the duly adopted Covenants of Heritage Farms Subdivision.

Randall Caldwell (Manager)

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned Notary Public, in and for said State and said County, hereby certify that Randall Caldwell, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily as and for the act of said entity on the day the same bears date.

Given under my hand and official notarial seal this the 13th day of Oct, 2026.

STACIE ... NOTARY PUBLIC ALABAMA STATE AT LARGE {AFFIX SEAL}

NOTARY PUBLIC
My Commission Expires: July 9, 2028

Revised 9-25-26

THIS INSTRUMENT PREPARED BY
Randall Caldwell
24115 Bay View Dr W
Foley AL 36535