DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
PHASE I of MARTIN FARM SUBDIVISION

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made this 4th day of April, 2023, by Alfred Saliba Corporation, an Alabama Corporation (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, Alfred Saliba Corporation is the Owner of that real property described in the plat of a Subdivision (hereinafter referred to as "Martin Farm Subdivision") and recorded in the Office of the Judge of Probate of Houston County, Alabama, in Plat Book 16, Page 71 all of the property lying and being in Houston County, Alabama;

WHEREAS, the Declarant desires to establish and enforce uniform standards of development quality and to provide for the effective preservation of the appearance, value, and amenities of Martin Farm Subdivision, which establishment, enforcement, and preservation shall benefit all Owners of the property located thereon and, to that end, desires to subject said real property to the protective covenants, conditions, and restrictions herein contained, all of which are for the benefit of the said real property and the Owners thereof; and

NOW, THEREFORE, the Declarant hereby declares that the lots of Martin Farm Subdivision shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions, and easements which are for the purpose of protecting the value and desirability of, and which shall with, the property and be binding on all parties having any right, title, or interest in the property or any part thereof, their heirs, successors, and assigns (hereinafter "Owner" or "Owners"), and shall inure to the benefit of each Owner thereof.

ARTICLE I
GENERAL COVENANTS AND RESTRICTIONS

1.1 Land Use and Building Type. No lot shall be used except for single family residential purposes. Except upon the advance written approval of the Architectural Control Committee (hereinafter ("ACC") in accordance with Section 1.12, no building shall be erected, altered, placed or permitted to remain on any lot other than one detached building, being the single family residential home, not to exceed two stories in height. The building plan and plot plan must have prior approval from the ACC.

1.2 Architectural Control. All TV satellite dishes shall not be visible from the street. No main building, storage building, cabana, swimming pool, fences, walls, basketball goals, clotheslines, or any other structure shall be erected, placed or altered on any lot in the subdivision until the plans, material specifications and plot plan showing the location and design of such buildings or structures have been expressly approved, in writing, as to conformity and harmony of external

MISC Book:882 Page:74 1 of 11
Recorded In Above Book and Page
4/12/2023 9:05:41 AM
PATRICK H DAVENPORT
Judge of Probate
Houston County, Alabama
Fees: $46.00 Taxes: $0.00
Total: $46.00

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design and location with existing structures in the subdivision and as to the location of the buildings or other structures, in respect to topography and finished ground elevation by the ACC. Approval shall be as provided in Article II. Any such items not approved in writing may be removed by the Association at its discretion, and the Owner of the lot shall be charged with all costs of removal.

1.3 Size and Quality. It is the intention and purpose of these covenants to assure that all dwellings are of quality workmanship and material substantially the same or better than that which can be produced on the date these covenants are recorded. The heated and cooled area of the main structure, exclusive of porches and garages, shall be no less than 1,600 square feet.

1.4 Exterior Materials Specifications.

a. Wall Material: Exterior wall material shall be masonry, vinyl, fiber cement, or approved equal. The exterior materials shall be submitted for ACC approval.

b. Roofs: All houses shall have pitched roofs with a minimum roof pitch of 5/12. Shed roofs for porches that protrude from the house may have a lower pitch. Houses may have gabled or hipped roofs or a combination thereof. Roofing material shall be shingles except that metal roofing material may be used on shed roofs for porches that protrude from the house and other architectural features. Roofing colors shall be submitted for ACC approval prior to installation.

c. Color Palette: Exterior color selections shall be submitted for ACC approval prior to construction or installation.

1.5 Landscaping. All yards shall have sod at the front, sides, and a minimum of 20' of the rear yard.

1.6 Building Location. The setback line may vary depending on the lot condition and the location of the adjacent home. No building shall be located on any lot nearer than 25' from the property line at any street. No building shall be located on any lot nearer than 25' from the rear property line with a minimum of 5' setback to any interior side lot lines. For the purpose of this covenant, eaves, steps and fireplace chases shall not be considered as part of an interior, provided, however, that this shall not be construed to permit any portion of a building or a lot to encroach upon another lot. All setbacks shall be approved by the ACC.

1.7 Driveways. No lot shall have more than one driveway, and no driveway will be wider than 12' at the street, but any driveway may start tapering past the property line. However, circular drives utilizing two street access points may be permitted upon approval by the ACC.

1.8 Garages. A garage with a two (2) car minimum capacity is required. Garages must be directly attached to the house. All garages must be side entered unless otherwise approved by ACC

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prior to construction. Garage roofs shall be consistent in shape and pitch to the main house roof structure. Carports are NOT allowed.

1.9 Fencing. No fence shall be erected or placed upon any lot without the expressed written approval by the ACC of the design, construction, and location of such fence, prior to construction or installation. All sections of fences that are visible from the street shall be constructed of wood. Chain link fencing is not permitted. The flat side of all fencing must be installed to the outside. Fencing shall not disrupt the flow of water for drainage purposes. All fences shall start at the rear corner of each house. Any fencing which does not comply with this Section may be removed by the Association at its discretion, and the Owner of the lot shall be charged with all of the cost of removal.

1.10 Mailboxes. All mailboxes and numbers shall be the same design, as specified by the ACC.

1.11 Nuisance. No noxious or offensive activities shall occur on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

1.12 Detached Buildings. No detached building shall be erected or placed upon any lot that is not constructed with similar materials and workmanship as used in the main dwelling. Exterior material and shingles shall blend with the main dwelling. The design, construction, and location of such building shall be expressly approved in writing by the ACC prior to construction. No portable buildings are allowed. Any detached building which does not comply with this Section may be removed by the Association at its discretion, and the Owner of the lot shall be charged with all of the cost of removal.

1.13 Signs. No sign of any kind shall be displayed to the public view on any lot except a professional sign of not more than five square feet advertising the property for sale, or two signs used by a builder to advertise the property during the construction and sales period. The Declarant/Board of Directors/ACC may approve signs of not more than four square feet celebrating children and their accomplishments to be displayed for up to fourteen (14) days.

1.14 Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any property, with the exception of dogs, cats, and other usual and common household pets in reasonable number, as determined by the Board. No animals shall be kept, bred, or maintained for commercial purposes within the property. All pets shall be reasonably controlled by the owner whenever outside a property and shall be kept in such a manner as to not become a nuisance by barking or other acts. Dog owners shall not allow such dog to be at large (off the owner's property) upon the property of another without the property owner's permission, upon the public streets, or rights-of-way unless under the restraint of a leash or chain. The owners of the pet shall be responsible for all of the pet's actions. If, in the sole opinion of the Board, any animal becomes dangerous or an annoyance or nuisance on the property, or to nearby property or destructive to wildlife, they shall be removed from the property. Pet owners are responsible for proper disposal of pet waste in all common areas.

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1.15 Disposal of Refuse. No garbage, trash, ashes, refuse, inoperative vehicles (that have been inoperative for more than thirty days), or other waste shall be thrown or dumped on any lot or street in the subdivision or permitted to remain upon any such place. All incinerators or other equipment for the storage of, or disposal of such material shall be kept in a clean and sanitary condition.

1.16 Sight Distance at Intersection. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadway section of a street property line with the edge of a driveway shall be permitted. No trees shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at a sufficient height to prevent obstruction of such lines.

1.17 Drying of Laundry. No structure or apparatus may be constructed for the outdoor drying of laundry or wash.

1.18 Excavations. No excavation, except such as is necessary for the construction of improvements, shall be permitted.

1.19 Boats, Motorhomes, House/Travel Trailers and Utility Trailers. No boats, motorhomes, house/travel trailers and utility trailers are allowed to be parked on streets, driveways, front yards, or side yards for more than 24 hours where visible from the street.

1.20 Oil and Mining Operations. No oil drilling or oil development operations of any kind shall be permitted upon or in any lot; nor shall oil wells, tanks, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

ARTICLE II
ARCHITECTURAL CONTROL COMMITTEE

2.1. Membership. The initial ACC shall be composed of three or more members appointed by The Declarant. In the event of death or resignation of any member of the ACC, the remaining members shall have full authority to designate a successor. The members of the ACC shall not receive compensation for services performed pursuant to this covenant.

2.2. Procedure. All requests for approval shall be submitted in writing to the ACC upon the form(s) provided by the ACC. Such submittal must include a duplicate set of plans that will be retained by the ACC. Approval by the ACC shall be evidenced either by (i) the signature of an authorized member of the ACC on a set of plans; or (ii) a letter from the ACC approving the plans as submitted. As set forth hereinabove, no improvements to any lot may proceed without prior approval of the ACC.

2.3. Term. Until turn-over of the Association and the election of Directors by the membership of the Association as set forth in Section 6.4 below, the Declarant shall have the sole and exclusive

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right to appoint and remove all members of the ACC. Upon turn-over of the Association, the Board of Directors elected by the membership of the Association shall then appoint the ACC.

ARTICLE III
EASEMENTS

3.1. Road Easements. The Declarant hereby expressly reserves unto itself and to its successors, assigns, and invitees, forever, a non-exclusive perpetual road easement on, over, across and upon the roadways shown on the Plat of Martin Farm Subdivision.

3.2. Utility and Drainage Easements. The Declarant reserves unto itself, its successors and assigns, a perpetual, non-exclusive easement and right, on, over, across, and under the ground to construct and maintain storm water drainage facilities and to erect, maintain, and use electric and telephone wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone, gas, sewage, water, streetlights, or other public conveniences or utilities, and such other casements as are shown on the recorded Plat of Martin Farm Subdivision. The casements expressly include the right to cut any trees, bushes, shrubs, hedges, etc. and include the right to grade, ditch, and any like action reasonably necessary to provide economical drainage and utility installation

3.3. Entry Easements. The Declarant reserves for the Declarant and the Association an easement across every lot; and the Declarant and the Association shall have the right to enter upon any lot for any of the purposes in this Declaration in order to exercise, enjoy and carry out any and all of the rights and powers of the Declarant or the Association stated in this Declaration. Entry upon any lot shall not be deemed a trespass, and the Declarant and the Association shall not be liable for any damage so created unless such damage is caused by the willful misconduct or negligence of the party against whom damages are sought to be collected.

3.4. Entry Easements. Declarant hereby expressly reserves for the Declarant and the Association a perpetual easement for signage and landscaping across lots 4, 26, and 27, Block A, with such easements not to exceed a width of fifteen feet (15').

ARTICLE IV
COMMON AREAS

4.1. Owner's Easements of Enjoyment. Every Owner of a lot shall have the right of use and enjoyment in and to the common areas shown on the Plat of Martin Farm Subdivision, which right of use and enjoyment shall be appurtenant to and shall pass with the title for every lot subject to the following provisions:

a. The right of the Declarant and the Association, from time to time, to make and amend reasonable regulations concerning the use of the common areas; and

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b. The right of the Declarant and the Association to suspend the right of use and enjoyment of any common area by any Owner for any period during which any assessment against said Owner's lot remains unpaid.

4.2. Restrictions. All Owners shall be subject to the following restrictions regarding all common areas in Martin Farm Subdivision:

a. No child under the age of thirteen (13) shall be allowed in any common area without adult supervision.
b. Jumping from any bridge, dock, pier, or walkway is strictly prohibited.
c. There shall be no swimming in the lake(s).
d. No powerboats of any kind shall be operated on the lake, except electric trolling motors shall be permitted.
e. No boats exceeding fourteen feet (14') in length and five feet (5') in width shall be placed in or operated upon the lake.
f. No live bait, other than crickets and earthworms, shall be used for catching or attempting to catch fish in the lake.
g. No motorcycles, four wheelers, go-carts, or other motorized recreational or all-terrain vehicle shall be allowed in the common areas of the subdivision. Low speed vehicles such as golf carts may be permitted by the Declarant, its successors and assigns, or the Board of Directors of the Association.

ARTICLE V
ASSESSMENT OF ANNUAL CHARGE

5.1. Personal Obligation of Owners. The Owner of any lot by acceptance of a deed or other conveyance for such lot, whether or not it shall be expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Declarant or the Association such fees that are assessed by the Declarant or the Association, and agrees that non-payment of such fees creates a lien on the Owner's lot. Notwithstanding the foregoing, the Declarant shall not be required to pay assessments on lots owned by the Declarant.

5.2. Assessment. All Owners, commencing with the year 2023, will be assessed a charge equal to a specified number of dollars per lot, commencing on the date of purchase. It is specifically understood and represented that the utility charges to each lot, including cable, sewer, water, electricity, telephone, gas (if any) and other utilities are the separate and personal responsibility of the lot Owner and are not part of any assessments provided for herein. Builders are not required to pay assessments until the property is sold or occupied.

5.3. Purpose of Assessments. The assessments levied by the Declarant or the Association shall be for the general purposes of promoting the recreation, health, safety, welfare, common benefits, and enjoyment of the Owners and occupants in Martin Farm Subdivision, and for the improvement and maintenance of the common areas of Martin Farm Subdivision, including without limitation

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the entrance, park, detention/drainage areas, and street lights (referred to herein as "Common Expenses").

5.4. Types of Assessments. There are hereby created assessments for Common Expenses as the Declarant or the Association may specifically authorize from time to time. There shall be two types of assessments: a) the Base Annual Assessment; and b) Special Assessments, each of which is described herein. Each Owner, by accepting a deed or entering into a recorded contract of sale for any portion of the Martin Farm Subdivision property, is deemed to covenant and agrees to pay these assessments.

5.5. Base Annual Assessment. The Base Annual Assessment shall be used to fund Common Expenses for the general benefit of all lots. The Base Annual Assessment shall be paid yearly.

5.6. Special Assessments. In addition to Base Annual Assessment, the Declarant or the Association may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted. Special Assessments shall be payable in such manner and at such times as determined by the Declarant or Association and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved. After turn-over of the Association by the Declarant, as set forth in Section 6.4, any Special Assessment shall require the affirmative vote or written consent of members holding more than 50 percent of the total votes.

5.7. Date of Commencement of Assessments. The obligation to pay assessments shall commence as to each lot on the first day of the month following the month in which the Declarant or the Association first determines a budget and levies assessments pursuant to this Article. The first Base Annual Assessment levied on each lot shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the lot.

5.8. Assessment Notice. As soon as may be practical in each year, the Declarant or the Association shall send a written bill to each Owner stating the amount of the Base Annual Assessment as well as any other assessments assessed against each such lot, stated in terms of the total sum due, and that unless the member shall pay the Base Annual Assessment within thirty (30) days following the date of receipt of the bill, the same shall be deemed delinquent and will bear interest at the rate of prime plus five percent (5%) (the prime rate shall be as published in the Wall Street Journal on the date of issuance of the Assessment Notice).

5.9. Base Annual Assessment Amount. The amount of the Base Annual Assessment shall be established annually by the Declarant or the Association. The initial Base Annual Assessment shall be $350.00, and shall continue each year until the Declarant or the Association shall establish a different Annual Assessment.

5.10. Creation of Lien and Personal Obligation for Assessments. If an Owner shall fail to pay any assessments within sixty (60) days following receipt of the bill referred to in Section 5.8 hereof, and within thirty (30) days after additional written notice that the Owner is delinquent in his

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payment, in addition to the right to sue the Owner for a personal judgment. The Declarant or the Association shall have the right to enforce a lien on said property. All assessments, together with interest (at the rate set forth hereinabove), as computed from the date the delinquency first occurs. Late charges, costs, and reasonable attorney's fees, shall be a charge and continuing lien upon each lot against which the assessment is made until paid. Each such assessment, together with interest, late charges, costs and reasonable attorney's fees also shall be the personal obligation to the Owner of such lot at the time the assessment arose. Upon a transfer of title to a lot, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance. However, any Mortgagee who obtains title to said lot by exercising the remedies provided in its Mortgage shall be liable for unpaid assessments, which accrued prior to such acquisition of title.

Any assessments not timely paid shall incur late charges as follows:

- $35.00 for any assessment outstanding for 30-59 days;
- $70.00 for any assessment outstanding for 60-89 days;
- $105.00 for any assessment outstanding for 90-119 days:
- An additional $25.00 shall be due for each calendar month in which an assessment remains outstanding beyond 119 days.

5.11. Obligations of the Declarant or the Association with Respect to Funds. The Declarant or the Association shall not be obligated to spend in any calendar year all the sums collected in such year by way of the Base Annual Assessment or any other assessment, and may carry forward as surplus any balances remaining; nor shall the Declarant or the Association be obligated to apply any such surpluses to the reduction of the amount of the Base Annual Assessment in the succeeding year, but may carry forward from year to year such surplus as the Declarant or the Association in its absolute discretion may determine to be desirable. The Declarant or the Association shall provide access to all Owners to annual accounting of funds expended and balances remaining.

5.12. Remedies. The Board of Directors of the Association shall have the right and authority to enjoin or seek damages from the owners of the lots in the subject property for violation of these covenants or violation of any of the said rules of the Association, and such other legal remedies as may be otherwise available.

ARTICLE VI
MARTIN FARM SUBDIVISION PROPERTY OWNERS' ASSOCIATION, INC

6.1. The Association. The Declarant shall cause to be formed an association to be known as Martin Farm Subdivision Property Owners' Association, Inc. (referred to herein as the "Association"), with such powers and duties as are set forth in the articles and bylaws of the Association not inconsistent with this Declaration.

6.2. Membership/Voting. Every Owner of a lot, by virtue of such ownership, shall be a member of the Association. No Owner, whether one or more persons, shall have more than one (1)

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membership/vote per lot owned. If a lot is owned by more than one person, all co-owners shall be entitled to the privileges of membership; however, there shall be only one vote per lot. All such co-owners shall be jointly and severally obligated to perform the responsibilities of Owners hereunder.

6.3. Board of Directors. The affairs of the Association shall be governed by a Board of Directors. The minimum number of Directors of the Association shall be three (3). The initial number of Directors of the Association shall be three (3). The Board of Directors of the Association may, by resolution of a majority of the existing Directors, change the number of Directors from time to time.

6.4. Declarant Directors; Turn Over of Association. The initial Directors shall be appointed by the Declarant acting in its sole discretion and shall serve at the pleasure of the Declarant. The Declarant shall have the right to appoint the Board of Directors until no later than sixty (60) days after the closing of the sale of the last lot within Martin Farm Subdivision that is owned by Declarant or at such earlier time as Declarant voluntarily turns over these rights to the voting members of the Association. Each Owner, by acceptance of a deed or other conveyance of property within Martin Farm Subdivision, vests in Declarant such authority to appoint and remove Directors of the Association.

ARTICLE VII
GENERAL PROVISIONS

7.1. Term or Restrictions; Amendment. These covenants and restrictions are to run with the land, and shall be part of all deeds and contracts or conveyances of any and all lots in this subdivision and shall be binding on all parties and all persons claiming under them for a period of 20 years following the Turn Over of the Association from the Declarant to the voting members of the Association, after which time said covenants shall be automatically extended for two (2) successive periods of ten (10) years. These covenants and restrictions may be changed or terminated, in whole or in part, by a duly recorded instrument signed by the then Owners of a majority of the lots. Until turnover of the Association as set forth hereinabove, any amendment to these covenants and restrictions shall require the affirmative vote or the written consent of the Declarant.

7.2. Proceedings against Violators. If any Owner, tenant or occupant of this subdivision shall violate or attempt to violate any of these covenants and restrictions while in force and effect, it shall be lawful for any other person or persons having any ownership interest in any lot in the subdivision to prosecute any proceedings at law or in equity against any person violating or attempting to violate such covenants and restrictions and either to them from doing so or to recover damages for such violations. In no event and under no circumstances shall a violator of any covenant or restriction herein contained, arrange a forfeiture or reverter to title.

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7.3. Invalidation of any Covenants. Invalidation of these covenants or restriction by judgment or restrictions by judgment of court order shall in no way affect any other provision which shall remain in full force and effect.

7.4. Attorney Fees and Court Costs. If the party attempting to enforce these restrictions shall prevail in any proceeding at law or at equity, such party shall be entitled to recover reasonable attorney fees and court costs, which will be assessed against the party which is found to be in violation of such restrictions.

7.5. Abatement or Removal of Violations. Violations of any restrictions or covenant shall give the Declarant or the Association the right to enter upon the property where such violations exist and summarily abate or remove the same at the expense of the Owner, and such entry and abatement or removal shall not be deemed as trespass.

7.6. Deed Restrictions. The Declarant, its successors, or its designated representative, may make other restrictions applicable to any lot by appropriate provisions in the contract for deed or in any deed without otherwise modifying the general plan herein outlined, and such other restrictions shall inure to the benefit of other lots in the subdivision and shall bind the grantees and their respective heirs, successors or transferees in the manner as though they had been expressed herein.

Execution on the following page.

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Done this the 4th day of April, 2023.

Alfred Saliba Corporation, an Alabama Corporation

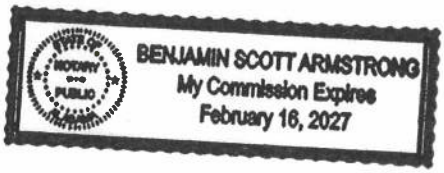
By _____
Brandon Price

STATE OF ALABAMA)
)
HOUSTON COUNTY)

I, the undersigned authority in and for said County and State, hereby certify that Brandon Price whose name as Vice-President of and on behalf of Alfred Saliba Corporation, an Alabama Corporation, is signed to the foregoing instrument, and who is known to me, being informed of the contents of said instrument, he, with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and seal this the 4th day of April, 2023.

_____
Notary Public
My commission expires: 2-16-2027



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