

**DECLARATION OF RESTRICTIVE COVENANTS
OF
HOMESTEAD FARM, SECOND ADDITION**

This Declaration of Restrictive Covenants (the "Declaration") is made as of the ____ day of _____, 2021 by **Herndon Land, LLC, an Alabama limited liability company** (collectively, the "Declarant").

RECITALS:

WHEREAS, Declarant is the owner of **Lots _____, Homestead Farm, Second Addition**, as shown on that certain map or plat recorded in Plat Book _____ at Pages _____ in the Office of the Judge of Probate of Lee County, Alabama (the "Lots," and individually a "Lot"), which is located in Section _____, Township _____, Range _____, of Lee County, Alabama. Declarant desires to own, develop, improve, and sell the Lots for private residential purposes, subject to certain easements, covenants, conditions, restrictions, requirements, and obligations in order to protect the value and desirability of the Lots.

NOW, THEREFORE, Declarant does hereby declare that all of the Lots shall be held, developed, improved, transferred, sold, conveyed, occupied, and used subject to the following covenants, conditions and restrictions, which shall be binding upon and inure to the benefit of all parties acquiring or having any right, title, or interest in any Lot, and their respective heirs, executors, administrators, personal representatives, successors, and assigns.

1. Mutuality of Benefit and Obligation. The provisions of this Declaration are made for the mutual and reciprocal benefit of each and every owner of fee simple title to any Lot and are intended to create mutual, equitable servitudes upon each of the said Lots in favor of each and all other Lots, to create reciprocal rights and obligations among the respective owners of said Lots, and to create a privity of contract and estate between the grantees of said Lots, their heirs, legal representatives, successors and assigns.

2. Use and Lot Restrictions.

a. Use Restrictions. Each Lot shall be used for residential purposes exclusively by the Owner and no trade or business visible or audible from Oak Bowery Road or Grand National Golf Course and as licensed by the City of Opelika may be carried on in or from any Lot. The term "Owner," with an initial capital letter, shall mean and refer to the record Owner of fee simple title to any Lot, but shall not include (i) any mortgagee unless and until such mortgagee has foreclosed on its mortgage and purchased such Lot at the foreclosure sale held with respect to the foreclosure of such mortgage or (ii) any purchaser, contract purchaser, or vendor who has an interest in any Lot solely by virtue of a contract, installment contract, or other agreement. No Owner shall enter into a lease or rental agreement with a tenant or guest for the Lot or use of any structure thereon. No obnoxious or offensive noises shall arise from any Lot, and each Owner, occupant, guest and invitee shall refrain from any act or use of a Lot which would cause unusual, offensive or obnoxious noise.

b. No Further Subdivision. No Lot may be further subdivided without the express written consent of Declarant.

c. Residence and Outbuilding. Each Lot shall only have one (1) residential structure (the "Residence") and may have one (1) unattached outbuilding (e.g. shed, barn, greenhouse, or pool house) (collectively, the "Improvements"). No temporary or moveable outbuildings are permitted. The outbuilding shall match the general architectural scheme and exterior materials of the Residence.

d. Location of Improvements. All Improvements must be located a minimum of six hundred and fifty (650) feet away from the existing residence of W. Banks and Margaret S. Herndon which is located at 3200 Oak Bowery Road, Opelika, Alabama.

e. Living Space. Each Residence shall have a Living Space that is a minimum of three thousand (3,000) square feet. The term "Living Space" shall mean and refer to the enclosed and covered areas within a Residence which are heated and cooled by heating, ventilating, and air-conditioning equipment, exclusive of garages, carports, porches, terraces, balconies, decks, patios, courtyards, greenhouses, atriums, bulk storage areas, attics, and basements.

f. Residence Design and Exterior Materials. The design of any Residence constructed on a Lot shall be Owner's preference but shall be generally consistent with the design of other residences generally found within comparable neighborhoods and price levels in Opelika, Alabama. Quality exterior construction materials (e.g. brick, stone, solid wood, real cement stucco or cement board siding) shall be used for a Residence. No vinyl, particle board, plywood or simulated brick shall be used as exterior materials for a Residence.

g. Lot Maintenance. Each Owner of a Lot shall be responsible for maintaining the Lot and Improvements thereon, in a neat, clean, and sanitary condition. No trash, garbage, rubbish, or debris of any kind shall be dumped, placed, or permitted to accumulate upon any portion of a Lot, and the same shall be stored in a sanitary container and properly disposed of at regular and frequent intervals. Noxious or offensive activities shall not be carried on, in or from any Lot, and each Owner, occupant, guest and invitee shall refrain from any act or use of a Lot which would cause disorderly, unsightly, or unkept conditions. All yard areas and landscaping on a Lot shall be continuously maintained in a neat condition.

h. Paved Driveway. Unless consented to in writing by Declarant, any driveway providing access to the Lot or Improvements from the public right of way shall be paved. Concrete is an allowed material for this purpose.

i. Underground Utilities. Unless consented to in writing by Declarant, all utility lines, pipes, conduits, and wiring for electrical, gas, telephone, water, sewer, cable television, security, and any other utility service for any lot shall be installed and maintained below ground.

j. Fences. All fences must be wooden. No chain link, vinyl coated, or wire fences shall be permitted on any Lot. Any fence must be maintained in good repair at all times by the Owner.

k. Satellite Dishes and Antennae. No satellite dishes shall be allowed on any Lot or Residence, other than roof mounted satellite dishes, not to exceed twenty-four (24) inches

in diameter located on the side roofs of Residences. No radio antenna, radio receiver, or other similar device or aerial shall be attached to or installed on any Lot or Residence unless the same is contained entirely within the interior of a building or other structure. No such satellite dish shall be visible from any street, the Herndon residence or the Herndon driveway.

l. Animals. Unless consented to in writing by Declarant, no animals, livestock or poultry of any kind or description, except the usual household pets, i.e., cats and dogs, (not to exceed two in number), shall be kept on any Lot, provided that no household pet may be kept on any Lot for breeding or commercial purposes. No pet shall be allowed to make an unreasonable amount of noise or become a nuisance. No structure or area for the care, housing or confinement of any pet shall be constructed or maintained in the front of any Dwelling; all such structures or areas shall be located at the rear of a Lot. To the greatest extent possible, no structure or area for the care, housing or confinement of any pet shall be visible from Oak Bowery Road or Grand National Golf Course. Dogs and/or other pets shall not be allowed to roam unattended but shall be kept and maintained within fenced or walled areas on a Lot, or otherwise under leash.

m. Recreational Vehicles and Machinery and Equipment. No RV, mobile home, trailer, barn, outbuilding or structure of a temporary character may be used as a place of residence on any Lot. Manufactured or prefabricated homes are strictly prohibited. No commercial vehicle, nor any inoperable automobile, truck, tractor, or other type of vehicle, machinery, or equipment, shall be permitted to be stored or allowed to remain on any Lot, unless the same is placed, stored, and maintained within an enclosed garage or other structure. No boat, all-terrain vehicle, lawn mower, tractor, golf cart, or any other similar types of vehicle, machinery, or equipment shall be permitted to be stored or allowed to remain on any Lot, unless the same is placed, stored, and maintained within an enclosed garage or other structure. No Owner shall repair or restore any vehicle, machinery or equipment of any kind upon a Lot, except within enclosed garages or in the case of minor service work or emergency repairs and then only to the extent necessary to enable the immediate movement thereof. No semi, transfer or similar truck shall be parked, stored or maintained on any Lot. No motorcycles are permitted on any Lot. No golf cart, 4-wheeler, ATV or UTV which produces an unreasonable level of noise will be permitted on any Lot.

n. Buffer Areas. As shown on Homestead Farm, Second Addition subdivision plat recorded in Plat Book ___ at Pages _____ in the Office of the Judge of Probate of Lee County, Alabama, there are one hundred (100) foot set-back lines and fifty (50) foot set-back lines on some of the Lots (the "Buffer Areas"). Said subdivision plat or any amendments thereto shall be binding on the portions of the Lots indicated thereon as if such subdivision plat were specifically incorporated into this Declaration and no approval thereof shall be required by any Owner of any Lot. Within the Buffer Areas, no removal of trees or other vegetation shall be allowed. No structure or other fixture, children's play equipment, swing sets, jungle gyms, trampolines, playhouses, other outdoor and recreational equipment, or personal property shall be permitted within the Buffer Areas.

4. Maintenance and Repair. Each Owner of a Lot shall be responsible for maintaining all improvements constructed on his or her Lot in good repair. Such responsibilities shall include, without limitation, maintaining at all times appropriate paint and other finishes on the improvements and reroofing or replacing roofing shingles when the same become worn or would

be replaced by a prudent owner. In the event of any fire or other casualty which damages or destroys any improvements constructed on a Lot, then the owner of such damaged improvement shall promptly repair and otherwise restore such Lot to the condition to which the same existed immediately prior to such fire or other casualty.

5. Enforcement. The Declarant, any successor in title to the existing Herndon residence at 3200 Oak Bowery Road, Opelika, Alabama (the "Successor") and/or any Owner of a Lot shall have the right to enforce the terms hereof by giving written notice of any violation to the Owner of a Lot that is not in compliance requesting that the violation be remedied. If said Owner does not take prompt action to come into compliance with the terms hereof, the Declarant, Successor and/or Owner who has requested same or any other Owner of a Lot may take legal action to restrain or enjoin such violation. Any person who violates these covenants will be liable to the Declarant, Successor and/or the Owner who brought the enforcement action, as the case may be, for its actual costs, expenses, and reasonable attorney's fees for the successful enforcement of any one or more of these covenants.

6. Term. The covenants set forth herein shall run with title to each Lot and bind all Owners, occupants, guests and invitees of the Lots and shall remain in effect for a period of fifty (50) years from the date on which this Declaration is recorded in the Office of the Judge of Probate of Lee County, Alabama, after which time this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each, unless, at any time after fifty (50) years from the date hereof, the Owners of a majority of the Lots agree to terminate or modify this Declaration. Any such termination shall be signed by the requisite Owners and recorded in the Office of the Judge of Probate of Lee County, Alabama.

7. Severability. Every one of the covenants and restrictions set forth herein is hereby declared to be independent of, and severable from the rest of the covenants and restrictions. Invalidation by any court of any covenant or restriction in this instrument shall in no way affect any of the other covenant or restriction, which shall remain in full force and effect.

8. Captions and Headings. The captions and headings contained in this Declaration are for convenience of reference only and shall not be used in the construction or interpretation of any provisions of this Declaration.

9. Pronouns and Plurals. All personal pronouns used in this Declaration, whether used in the masculine, feminine, or neuter gender, shall include all other genders. The use of the singular tense shall include the plural and the use of the plural shall include the singular.

10. Binding Effect. The terms, covenants, conditions, and restrictions set forth in this Declaration shall run with the land, be binding on all of the Lots, and shall inure to the benefit of all Owners, occupants and their respective heirs, executors, personal representatives, administrators, successors, and assigns.

11. Amendment. So long as Declarant is the owner of any of the Lots, Declarant may amend this Declaration without the consent of the Owner or mortgagee of any Lot.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be duly executed as of the day and year first above written.

Herndon Land, LLC

By: W. Banks Herndon
Its: Sole Member and Manager

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **W. Banks Herndon**, whose name is signed as Sole Member and Manager of **Herndon Land, LLC** to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in his capacity as such Sole Member and Manager, and with full authority, executed the same voluntarily on the date same bears.

Given under my hand and official seal, this the ____ day of _____, 2020.

SEAL

Notary Public
My commission expires:

