

449 458
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10-12-2023 11:09:09 AM
Susan H Shorter - Probate Judge
Barbour County, Alabama

This Document Was Prepared by:

Classic Country Land, LLC
940 W Stacy Rd, #140
Allen, TX 75013

**After Recording Please Return
to:**

Classic Country Land, LLC
940 W Stacy Rd, #140
Allen, TX 75013

Classic Country Land, LLC
DECLARATION OF COVENANTS AND RESERVATIONS

From: October 3, 2023

Classic Country Land LLC, a Texas LLC is the owner of the following described real property situated in Barbour County, Alabama to wit:

Property Name: Jackson's Gap

LEGAL DESCRIPTION - THE N 1/2 OF THE SW 1/4 OF SECTION 4, TOWNSHIP 9 NORTH, RANGE 28 EAST, BARBOUR COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A CONCRETE MARKER FOUND MARKING THE SW CORNER OF THE N 1/2 OF THE SW 1/4 OF SECTION 4, TOWNSHIP 9 NORTH, RANGE 28 EAST, BARBOUR COUNTY, ALABAMA; THENCE N 87°38'39" E A DISTANCE OF 2598.26 FEET TO A CONCRETE MARKER FOUND MARKING THE SE CORNER OF SAID N 1/2; THENCE N 04°09'04" W A DISTANCE OF 1332.76 FEET TO A CONCRETE MARKER FOUND MARKING THE NE CORNER OF SAID N 1/2; THENCE S 85°33'35" W A DISTANCE OF 2606.07 FEET TO A CONCRETE MARKER FOUND MARKING THE NW CORNER OF SAID N 1/2; THENCE S 04°34'12" E A DISTANCE OF 1238.24 FEET TO THE POINT OF BEGINNING, CONTAINING 76.77 ACRES, MORE OR LESS.

SECTION I: The following reservations and restrictive covenants are imposed upon the Property all of which are to be construed as covenants running with the title to the Property and with every part thereof.

Classic Country Land, LLC intends to subdivide the property and sell the property in parcels and desires to protect the property from environmental harm and unpleasant living conditions.

The foregoing reservations and restrictive covenants are to run with title to the Property and shall be binding upon all parties and all persons owning any part of the Property and shall continue in force until October 3, 2053, and shall automatically be extended thereafter for successive periods of ten years, provided however, that the then-owners of two-thirds of the square feet of surface area contained in the Property may vote to change these reservations and restrictive covenants in whole or in part at any time.

If the owner or any person in possession of any part of the Property shall violate any of the reservations and restrictive covenants herein set forth, it shall be lawful for any other person owning any part of the Property to prosecute any proceedings at law or in equity against any person or persons violating any such reservations and restrictive covenants either to prevent the violation thereof, or to recover damages, or both. Invalidation of any of these reservations and restrictive covenants by judgment or court order shall in no wise affect any of the other restrictions and restrictive covenants all of which shall remain in full force and effect.

Single Family Residential and Recreational Use Only: All parcels shall be used for residential and recreational purposes only. Under no circumstances shall any commercial activity be permitted, which includes commercial growing of marijuana. One (1) greenhouse for personal use is allowed, so long as it is not larger than 200 square feet (an 8'x24' greenhouse is 192 square feet for example). All uses shall comply with Alabama State Building Codes and if applicable, Barbour County Building and Zoning Department regulations and permitted uses.

Dwelling Type (if occupied): Conventional buildings, portable buildings, and tiny homes are all permitted. A travel trailer, recreational vehicle (RV), portable cabin, or camper unit may be used as a single-family dwelling. No structure of temporary character; tent, tent shack, or lean-to shall be used on any Parcel as a residence. Such structures may be used for recreational purposes only but shall not be allowed to remain on any parcel for more than 21 days per calendar year. There shall be only one single-family dwelling per five (5) acres of land.

Pets and Livestock: Farm animals are permitted with exceptions. They are not allowed to create any nuisance to neighboring landowners and must not contaminate natural streams or springs. No swine shall be raised, bred, or kept in a commercial capacity. A parcel may be used for ranching, including the use of keeping a reasonable number of horses and cattle thereon, provided the parcel has been fenced. Under no circumstances shall a stockyard or any other commercial activity (other than ranching) be permitted. No more than three (3) dogs are permitted. Dogs must be contained to your property.

Waste and Debris: Property must be kept free of any refuse, debris, and/or garbage: including but not limited to household wastes, derelict vehicles, inoperable machinery, old tires, or unused building materials. Derelict vehicles are defined as any vehicle that either does not run and/or is not licensed. Waste materials must always be kept in closed containers. Burying or dumping of garbage (including junk, trash, oil, petroleum, any other liquid, and solid waste) or littering of any kind on any parcel is strictly prohibited. If you do not remove such debris within thirty days of notice, you agree to pay Classic Country Land, LLC \$100 per week until this infraction is corrected.

Environmental Protection: Any natural streams or springs on this property may not be dammed or re-routed and no foreign substances may be introduced into the waters thereof.

Roads: You agree to keep the easement clear of blockages of any kind, which includes the roadway and ditches. The individual owners are responsible for road maintenance to private access roads. Deeded easements have been recorded for all roads. No commercial vehicles or heavy equipment are permitted to use the road, unless necessary for construction. If it becomes necessary to permit such usage, and if any road damage is incurred because of said usage, the owners of said vehicles and/or equipment will be required to repair the road back to its original condition. If owners of said vehicles and/or equipment are not the property owners, then the property owner will ultimately be financially responsible for any damage done and no other owners will be required to contribute financially. Delivery trucks are permitted to use the access roads.

Structure/Fencing Setbacks: You agree not to construct any buildings or locate any residence within seventy feet of the access road(s) or within fifty feet of a boundary, or as prescribed in any recorded easements or plats. Fences must not encroach upon the road easements as defined in the survey.

Additional Subdivision of Parcels: No parcel may be subdivided into more than 2 parcels without the express written consent of the Seller.

SECTION II: The foregoing reservations and restrictive covenants are to run with the land until the Contract for Deed has been paid in full and ownership has been conveyed to the purchaser.

Residing on the Property: You agree not to take up residence on the property until you have completed a Residency Permit from Classic Country Land, LLC. You further agree to keep Classic Country Land, LLC apprised of your full-time address.

Single Family Residential and Recreational Use Only: All parcels shall be used for residential and recreational purposes only. Under no circumstances shall any commercial activity be permitted, which includes commercial growing of marijuana. One (1) greenhouse for personal use is allowed, so long as it is not larger than 200 square feet (an 8'x24' greenhouse is 192 square feet for example). All uses shall comply with Alabama State Building Codes and if applicable, Barbour County Building and Zoning Department regulations and permitted uses.

Dwelling Type (if occupied): Conventional buildings, portable buildings, and tiny homes are all permitted. A travel trailer, recreational vehicle (RV), portable cabin, or camper unit may be used as a single-family dwelling. No structure of temporary character; tent, tent shack, or lean-to shall be used on any Parcel as a residence. Such structures may be used for recreational purposes only but shall not be allowed to remain on any parcel for more than 21 days per calendar year. There shall be only one single-family dwelling per five (5) acres of land.

Subleasing: You agree not to rent, lease, sublet, loan, or assign any part of this property for the duration of this Contract for Deed.

Pets and Livestock: Farm animals are permitted with exceptions. They are not allowed to create any nuisance to neighboring landowners and must not contaminate natural streams or springs. No swine shall be raised, bred, or kept in a commercial capacity. A parcel may be used for ranching, including the use of keeping a reasonable number of horses and cattle thereon, provided the parcel has been fenced. Under no circumstances shall a stockyard or any other commercial activity (other than ranching) be permitted. No more than three (3) dogs are permitted per Contract for Deed. Dogs must be contained to your property.

Utility/Water Installation: Any utility construction on a parcel shall be the Buyer's responsibility at the Buyer's sole expense. Any well drilled on a parcel will also be the Buyer's responsibility and sole expense. Well permits must be obtained from the county if required.

Waste and Debris: Property must be kept free of any refuse, debris, and/or garbage: including but not limited to household wastes, derelict vehicles, inoperable machinery, old tires, or unused building materials. Derelict vehicles are defined as any vehicle that either does not run and/or is not licensed. Waste materials must always be kept in closed containers. Burying or dumping of garbage (including junk, trash, oil, petroleum, any other liquid, and solid waste) or littering of any kind on any parcel is strictly prohibited. If you do not remove such debris within thirty days of notice, you agree to pay Classic Country Land, LLC \$100 per week until this infraction is corrected.

Septic Systems: If occupied by a residence; a septic system, composting system, a maintained portable toilet, or outhouse must be constructed in accordance with all federal, state, and local standards.

Environmental Protection and Cutting Timber: You agree not to cut or remove marketable timber (Any tree with a stump diameter of 16" and larger, no lower than 6" from ground level) from the property without the express written permission of Classic Country Land, LLC during the term of indebtedness. Should you violate this clause by cutting any tree or trees of stated size without permission, you agree to pay Classic Country Land, LLC not less than \$1,000 per tree cut. The beauty of the property is in the mixture of trees and open space. Trees having a stump diameter of 16" and larger, no lower than 6" from ground level may only be cut if the following conditions are met: a) are dead or dying or b) removal is required to clear land for building sites, access roads, fire prevention, enable installation of utilities, view corridors, or recreational open space. In any event, not more than twenty percent (20%) of any one parcel may be cut or cleared. Any timber cut from the property shall not be removed from the premises or sold for profit; including but not limited to logs, lumber, firewood, etc. Commercial wood harvesting is prohibited. Excavation and selling of surface or subsurface rock is prohibited. Any natural streams or springs on this property may not be dammed or re-routed and no foreign substances may be introduced into the waters thereof.

Hunting: Hunting of all kinds for all game or other animals, whether on foot or by vehicle, is prohibited on or from any of the access roads within the property. Please contact the State Wildlife Dept. for required licenses and seasons.

Roads: You agree to keep the easement clear of blockages of any kind, which includes the roadway and ditches. The individual owners are responsible for road maintenance to private access roads. Deeded easements have been recorded for all roads. No commercial vehicles or heavy equipment are permitted to use the road, unless necessary for construction. If it becomes necessary to permit such usage, and if any road damage is incurred because of said usage, the owners of said vehicles and/or equipment will be required to repair the road back to its original condition. If owners of said vehicles and/or equipment are not the property owners, then the property owner will ultimately be financially responsible for any damage done and no other owners will be required to contribute financially. Delivery trucks are permitted to use the access roads.

Structure/Fencing Setbacks: You agree not to construct any buildings or locate any residence within seventy feet of the access road(s) or within fifty feet of a boundary, or as prescribed in any recorded easements or plats. Fences must not encroach upon the road easements as defined in the survey.

Additional Subdivision of Parcels: No parcel may be subdivided until the Contract for Deed has been paid in full and ownership has been conveyed to the purchaser.

No deviation of any kind shall be permitted from these covenants unless written permission is granted from the Seller.

~~449~~ 463
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Susan H Shorter - Probate Judge
Barbour County, Alabama
? BCF ↓

In witness whereof, these reservations and restrictive covenants have been executed this 3rd day of October 2023

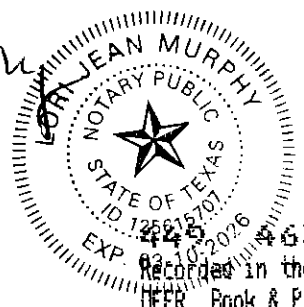
By [Signature]
Managing Member

ACKNOWLEDGEMENT
State of Texas

County of Collin

On this 3rd day of October, 2023, before me, the undersigned Notary Public, personally appeared SCOTT WIGGINTON, personally known to me (or proved to me based on satisfactory evidence) to be the persons who signed and executed the foregoing instrument in their authorized capacity.

Signature: [Signature]



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Barbour County, Alabama

Book/Pg: 449/458
Term/Cashier: C BCP02 / bflurry
Tran: 6794.43949.52985
Recorded: 10-12-2023 11:11:58
CLK Clocking Fee 3.00
REC Recording Fee 18.00
SCN Scanning Fee 98-476 5.00
SR1 Act Fee 82-250 1.00
SR2 Act Fee 92-265 3.00
TRN Transaction Fee 92-268 3.00
Total Fees: \$ 33.00