

Protective Covenants

The Farm, LLC

MISC 263 373
Recorded In Above Book and Page
06/23/2008 11:06:13 AM
Luke Cooley
Judge of Probate
Houston County, Alabama

STATE OF ALABAMA

HOUSTON COUNTY

**ARTICLE I
Area of Application**

The following protective covenants and restrictions are placed on this lot originally part of the land known as The Farm, LLC; and recorded in the Office of the Judge of Probate of Houston County, Alabama, in ~~Plot~~ Book 120, Page 15. The Architectural Board of The Farm, LLC (hereafter the Board) is hereby empowered to present and enforce a general standard of behavior and use of properties within the development.

**ARTICLE II
Residential Area Covenants**

Section I Residential Use This lot shall be known, described and used only for residential purposes. No business or business activity shall be carried on in or upon this residence at any time except with the written approval of the board. Leasing of this residence shall not be considered a business or business activity. However, the board may require a prior board approval of any residential leases. Prohibited uses include, but are not limited to:

- (a) Dangerous, noxious, offensive or excessively noisome activities which may be or become an annoyance or nuisance to neighbors; and
- (b) Raising, breeding, or keeping any animals, bird or fowl; provided that an Owner shall be permitted to keep not more than four dogs and/or cats as domestic pets on a single lot and provided further that the Board may approve more animals to be kept as domestic pets on a lot if such animals are to be kept in an enclosed area approved by the Board; and
- (c) Exploring, mining, boring, quarrying, drilling, or otherwise removing oil or other hydrocarbons, minerals, gravel or natural gas;
- (d) Use of a dwelling house by more than a single-family unit.

Any Owner may request from the Board at any time a determination of whether a prospective use of a lot is permitted. A letter to that effect signed by all members of the Board is necessary to be approved of the issue.

Section II Architectural Control No building shall be erected, placed or altered on this lot until the construction plans and specifications and plans showing the location of the structure on the lot have been approved by the Architectural Board of The Farm, LLC as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Approval shall be as provided in Article 3, Section I.

Section III Dwelling Quality and Size No dwelling plans shall be approved unless the ground feet area of the main structure, exclusive of one story open porches and garages is a minimum of 1,400 square feet for a one-story dwelling, or a minimum of 1,000 square feet for a dwelling of more than one story.

Section IV Building Location No dwelling shall be located nearer to the front lot line than the minimum building setback line of 40 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line. For the purposes of the covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

Section V Lot Area and Width No dwelling shall be erected or placed on any lot having a width of less than 75 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 15,000 square feet.

Section VI Nuisances No noxious or offensive activity shall be carried on upon this lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section VII Temporary Structures No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used at any time as a residence either temporarily or permanently. No storage building of any type shall be permitted unless such building is designed as part of the main residential structure and/or approved by the Architectural Board.

Section VIII Fences and Hedges No fence of any type shall be erected on the front of said lot. Fencing may be used at the rear of lot, provided that material for such fence and the location is approved in advance by the Architectural Board. Allowable fencing products are chain link, wood, vinyl, wrought iron or aluminum.

Section IX Signs No sign of any kind shall be displayed to the public view except one professional sign of not more than one square foot, or a sign of not more than five square feet advertising the property for sale or rent, or signs used by the building to advertise the property during the construction and sales period.

Section X Garages Garage openings will not be permitted on the front of any building without the prior written approval of the Architectural Board.

Section XI Garbage and Refuse Disposal Lot shall not be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

**ARTICLE III
Architectural Board of The Farm, LLC**

Section I Membership The Architectural Board of The Farm, LLC shall be composed of the Directors of The Farm, LLC. A majority of the committee may designate a representative to act for it.

Section II Procedures The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

ARTICLE IV General Provisions

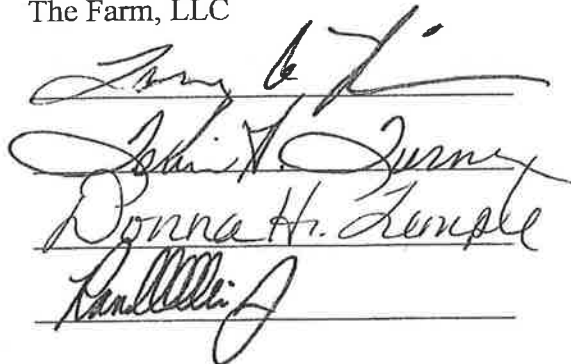
Section I Terms These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date the covenants are recorded.

Section II Enforcement Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

Section III Severability Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, The Farm, LLC, members of the LLC hereto set its hand and seal this 18 day of June, 2008.

The Farm, LLC



STATE OF ALABAMA

COUNTY OF HOUSTON

I, the undersigned Notary Public in and for said County in said State, hereby certify that Terri H. Turner, Randall Hinson, Jr., Donna Temple and Larry A. Hinson whose names are 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 executed the same voluntarily.

Given under my hand this 18 day of June, 2008.

Recording Fee	20.00
TOTAL	20.00

gave original to Randy Hinson