

RESTRICTIVE COVENANTS

FROG POND RESIDENTIAL DEVELOPMENT

STATE OF ALABAMA

COUNTY OF GENEVA

COVENANTS

While the property is part of a development known as "Frog Pond Residential Development," or is an exempt lot subject to these same restrictions, and because it is in close proximity to other lots or parcels of property which are owned, or have been or will be sold or developed, the following covenants shall apply to the following property and shall run with said property and be binding on Grantee, and his/her/its/their heirs, successors, assigns and successors in interest:

[Property legal description to be inserted]

1. LAND USE AND BUILDING TYPE

The property conveyed shall be used for residential and recreational vehicle purposes only, unless otherwise approved in writing by the Architectural Control Committee. The property may not be further subdivided unless otherwise approved in writing by the Architectural Control Committee. No building shall be erected, altered, placed or permitted to remain on any lot other than:

- One detached single-family dwelling (site-built, manufactured, or modular) not to exceed two and one-half stories in height
- Recreational vehicles as specified in Section 2
- Accessory buildings as approved by the Architectural Control Committee

The quality of workmanship and materials must complement the pattern of development and must be approved by the Architectural Control Committee.

Mobile and Modular Home Requirements:

- Must be 2023 model year or newer
- Must be properly skirted
- Must conform to all covenants
- Must be approved by the Architectural Control Committee

2. RECREATIONAL VEHICLE RULES

"Recreational Vehicle (RV): For purposes of these covenants, 'recreational vehicle' or 'RV' means motorhomes, travel trailers, fifth wheels, pop-up campers, and similar camping vehicles designed for temporary living quarters.

RV Stay Limits:

- Maximum 30 consecutive days for recreational use
- Must leave property for minimum 5 days before returning
- Maximum 200 days per year total occupancy
- Construction Exception: 365 consecutive days allowed while owner is actively building permanent home

RV Limits per Lot:

- Lots under 1.49 acre: 1 RV maximum
- Lots 1.5 acres or more: 2 RVs maximum

RV Requirements:

- All RVs must be approved by the Architectural Control Committee
- Must maintain wheels, hitch, and road-ready condition
- Current registration and tags required
- RVs that become unsightly, as determined by the Architectural Control Committee, must be hidden from view of the public or adjoining lots
- RVs shall not be used as permanent residences except during construction period as noted above

3. ARCHITECTURAL CONTROL APPROVAL

No main building, outbuilding, storage building, barn, workshop, cabana/gazebo, dock, or above or below ground swimming pool shall be erected or altered on the lot until the plans, material specifications, and plot plan showing the location and design have been expressly approved by the Architectural Control Committee. Specifically requiring approval:

• New construction	• Building additions
• Sheds over 120 square feet	• Fencing
• Private docks or piers	• Walls and decorative fencing

All buildings shall be finished in a timely manner, as determined by the Architectural Control Committee.

4. FOUNDATION REQUIREMENTS

- Site-built homes: Concrete foundation or other approved permanent foundation
- Manufactured homes: Proper piers with skirting required
- Mobile/Modular homes: Must be properly skirted and secured

5. BUILDING LOCATION AND SETBACKS

All buildings and structures shall conform to the following setback requirements:

- Front: Minimum 50 feet from front property line
- Sides: Minimum 10 feet from side property lines
- Rear: Minimum 10 feet from rear property line
- Pond: Minimum 25 feet from pond edge for all structures
- Septic Systems: Minimum 75 feet from water bodies

Dock Setbacks: • Minimum 10 feet from side property lines as they project into the water, Approved docks may not extend more than 50 feet from shore

6. POND AND FISHING RIGHTS

Fishing Rules: • Property owner and immediate family members may fish anytime- All guests must be accompanied by the property owner
- No commercial fishing operations permitted

Pond Regulations: • No private docks without Architectural Control Committee approval- Approved docks may not extend more than 50 feet from shore
- Docks must maintain 10-foot setback from side property lines
- Property owners responsible for maintaining pond edge on their property

7. LIVESTOCK AND ANIMALS

Livestock: • Permitted only on lots of 1 acres or more- Maximum of one head of livestock over 500 pounds per acre
- Total combined number of domestic pets, animals, and livestock not to exceed fifteen (15) per lot
- Must be kept within approved fencing
- No commercial breeding operations
- Must not create nuisance to other lot owners

Domestic Pets: • Must be contained on owner's property- No commercial kennels or breeding operations

8. PERMITTED USES

- Single-family residential dwellings
- Recreational vehicles (per Section 2)
- Barns, workshops, and storage buildings (with approval)
- Home-based businesses that do not generate excessive traffic or noise
- Agricultural activities on lots over 2 acres
- Private gardens and greenhouses

9. PROHIBITED USES

- Commercial businesses with customers coming to property (except approved home-based businesses)
- Junk vehicles (inoperable over 60 days unless properly screened from view)
- Dumping of sewage on ground
- Commercial signage (maximum one "For Sale" sign, 6 square feet)
- Accumulation of refuse, lumber, metals, or bulk materials visible from adjacent properties

10. RENTAL RESTRICTIONS

No Short-Term Rentals:

- No rentals for periods less than 60 consecutive days
- No daily, weekly, or monthly rentals under 60 days
- No Airbnb, VRBO, HomeAway, or similar short-term rental platforms
- No vacation rentals or transient lodging

11. UTILITIES AND EASEMENTS

- All electrical and telecommunication lines shall be installed and maintained underground where feasible
- No overhead wires, poles, or overhead facilities without prior written consent of the Architectural Control Committee
- Easements for installation and maintenance of utilities and drainage facilities shall be granted as necessary
- Septic systems must comply with all health department regulations

12. MAINTENANCE AND APPEARANCE

- All structures, landscaping, and improvements must be continuously maintained
- Property must be kept neat, clean, and orderly
- Grass must be mowed and trimmed regularly
- No garbage, trash, refuse, or inoperative vehicles may remain on property
- Garbage containers must be screened from view except on pickup days
- Construction materials permitted only during active construction
- Builders must provide dumpsters during construction

13. DRAINAGE

- Natural water flow patterns must be respected
- No alteration of drainage that adversely affects neighboring properties
- Written agreement required between neighbors for any drainage modifications
- Property owners responsible for managing stormwater on their lots

14. ENVIRONMENTAL COMPLIANCE

Property owners are responsible for:

- Maintaining environmental quality of their property
- Monitoring and controlling activities that might violate environmental regulations
- Compliance with Alabama Department of Environmental Management requirements
- Proper disposal of hazardous materials

15. ARCHITECTURAL CONTROL COMMITTEE

The Architectural Control Committee initially consists of James F. Martin, III and Mickey Jordan, or their designee or successor designee. The Committee members shall have the full right to designate one or more individuals to act on their behalf or to designate successors. After the development phase (defined as when 75%

of lots are sold), the Committee may transition to a board of property owners as designated by the initial Committee members.

Procedure: • All requests for approval must be submitted in writing prior to construction • Committee has 30 days to respond to requests • Approval or denial must be in writing • Committee decisions based on harmony of external design and location

16. ENFORCEMENT

Violation Procedures: • Any property owner may enforce these covenants • 60 days written notice to cure violations • If violation not cured, legal proceedings may be initiated • Prevailing party entitled to reasonable attorney fees • Mediation encouraged before litigation

Enforcement Rights: • Developer retains enforcement rights regardless of lot ownership • Property owners association (if formed) may enforce • No waiver of future enforcement by failure to enforce

17. TERM AND AMENDMENTS

Duration: • Initial term: 25 years from recording date • Automatic renewal for successive 10-year periods unless terminated by majority vote • Developer may make changes during development phase

Amendments After Development Phase: • Require approval of 66% of property owners • Must be recorded in County records • No amendment may destroy uniformity of plan

18. SEVERABILITY

If any provision of these covenants is held invalid by a court of competent jurisdiction, such invalidity shall not affect any other provisions, which shall remain in full force and effect.

19. SPECIAL PROVISIONS

• Emergency vehicles must have unrestricted access • No noxious or offensive activities • No oil drilling or mining operations • Temporary structures for construction purposes allowed for up to one year • Property may not be used for commercial rental (except RV during construction period)

PURPOSE STATEMENT

These covenants are designed to protect property values while allowing reasonable rural living and recreational vehicle use. The intent is to maintain a clean, attractive, and harmonious community that respects both permanent residents and RV users.

IN WITNESS WHEREOF, the undersigned has executed this instrument this _____ day of _____, 2025.

Property Owner/Developer

STATE OF ALABAMA COUNTY OF GENEVA

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that _____, 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 the Restrictive Covenants, he/she, with full authority executed the same voluntarily.

Given under my hand and official seal, this _____ day of _____, 2025.

Notary Public

My Commission Expires: _____

RETURN TO: [Developer Name and Address]