

DEED Book: 2025 Page: 484
Recorded: 2/20/2025 12:16:39 PM
K. Michael Freeman, Probate Judge
Fayette County, Alabama
Inst Num: 183747 - 6 Pages
No Tax Collected
Fees: \$26.00
Total: \$26.00

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: February 6, 2025

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

Property Name: Baker Creek

LEGAL DESCRIPTION – A parcel of land located in the east half of the southwest quarter and the west half of southeast quarter of Section 5 and in the northeast quarter of the northwest quarter of Section 8, Township 16 South, Range 11 West and being more particularly described as follows: BEGIN at a 1" pipe found at the southwest corner of said southeast quarter of the southwest quarter of Section 5; thence run North 00 degrees, 29 minutes, 56 seconds West along the west boundary of the east half of the southwest quarter of Section 5 a distance of 1656.44 feet to a capped rebar set on the south margin of a 60-foot wide abandoned railroad right-of-way; thence run northeastwardly along said right-of-way, said right-of-way curving to the right and having a radius of 1893.50 feet, a chord distance of 789.70 feet, said chord bearing North 79 degrees, 56 minutes, 12 seconds East; thence run South 88 degrees, 01 minutes, 37 seconds East along said right-of-way 1352.61 feet; thence run northeastwardly along said right-of-way, said right-of-way curving to the left and having a radius of 1388.99 feet, a chord distance of 512.54 feet, said chord bearing North 81 degrees, 20 minutes, 28 seconds East; thence run North 70 degrees, 42 minutes, 33 seconds East along said right-of-way 115.69 feet to a capped rebar set on the east boundary of said west half of the southeast quarter of Section 5; thence run South 00 degrees, 49 minutes, 13 seconds East along said east boundary 484.71 feet to a capped rebar found (Daryl Key); thence run South 01 degrees, 02 minutes, 43 seconds East along said east boundary 1328.52 feet to a capped rebar found (Daryl Key) at the southeast corner of the southwest quarter of the southeast quarter of Section 5; thence run South 88 degrees, 57 minutes,

26 seconds West along the section line 2313.29 feet to a capped rebar found (Daryl Key) in the centerline of an unpaved drive; thence run southeastwardly along the centerline of said drive a chord distance of 201.86 feet to a capped rebar set on the north right-of-way of Adams Road (a 60-foot wide right-of-way), said chord bearing South 18 degrees, 55 minutes, 55 seconds East; thence run northwestwardly along said right-of-way, said right-of-way curving to the left and having a radius of 600.96 feet, a chord distance of 92.76 feet, said chord bearing North 68 degrees, 02 minutes, 29 seconds West; thence run North 72 degrees, 28 minutes, 04 seconds West along said right-of-way 319.62 feet; thence run northwestwardly along said right-of-way, said right-of-way curving to the right and having a radius of 932.70 feet, a chord distance of 133.11 feet to a capped rebar set on the west boundary of said northeast quarter of the northwest quarter of Section 8, said chord bearing North 68 degrees, 22 minutes, 33 seconds West; thence run North 01 degrees, 05 minutes, 17 seconds West 2.81 feet to the POINT OF BEGINNING. Said parcel containing 111.28 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 February 6, 2055, 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, Fayette 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, Fayette 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.

In witness whereof, these reservations and restrictive covenants have been executed this 6th day of February 2025

By 
Managing Member

ACKNOWLEDGEMENT
State of Texas

County of Collin

On this 6 day of February, 2025, 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:



