Classic Country Land, LLC
DECLARATION OF COVENANTS AND RESERVATIONS
From: 7/3/2026

Property Name: Fairview Hills

LEGAL DESCRIPTION - Please see “Exhibit A”

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 7/3/2056, 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. No commercial activity is permitted, including but not limited to the growing, cultivation, manufacturing, warehousing, possession, sale, or distribution of marijuana or products containing marijuana for commercial purposes or in violation of applicable laws. One (1) greenhouse for personal use is allowed, provided it does not exceed 200 square feet (e.g., an 8'x24' greenhouse is 192 square feet). All uses shall comply with Alabama State Building Codes and if applicable, Lamar County Building and Zoning Department regulations and permitted uses.The property shall not be used for any commercial purpose, and no commercial activity shall be engaged in thereon.

Dwelling Type: 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. Such animals shall not create a nuisance to neighboring landowners and must not contaminate natural streams or springs. No swine shall be raised, bred, or kept in a commercial capacity. For personal, non-commercial use only, no more than two (2) swine may be kept on any parcel at any given time.

A parcel may be used for ranching, including the keeping of horses and cattle, provided the parcel is properly 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 on any parcel. All animals must be securely contained within the boundaries of the property at all times and shall not be permitted to roam off the 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.

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.

Nuisance and Compliance: No nuisance or offensive activity shall be maintained, allowed, or permitted on the property, and no use thereof shall be made or permitted which may be noxious, offensive, or detrimental to health or the use of any surrounding property, or which will create or emit any objectionable, offensive, or noxious odors, dust, gases, fumes, or other such material, or which will in any manner violate any applicable zoning ordinance or other regulations. No activity on the property shall be in violation of any applicable laws.

Roads: Deeded easements for all roads have been recorded. Individual owners are permitted to maintain these roads, however they are not obligated to do so. The use of commercial vehicles and heavy equipment is expressly prohibited, except when necessary for construction purposes.

Should any road damage be incurred due to such use, the owners of said vehicles and/or equipment shall be required to repair the road to its original condition. If the owners of said vehicles and/or equipment are not the property owners, then the property owner shall ultimately be financially responsible for any and all damage and shall be required to indemnify and hold harmless all other owners. Delivery vehicles are permitted to use the access roads.

Structure/Fencing Setbacks: Owners must keep all required setbacks and easements clear of any structures, materials, or objects placed, stored, or erected. The designated setbacks are as follows: seventy (70) feet from any access road or recorded road easement and fifty (50) feet from any parcel boundary. Additionally, a twenty (20) foot interior perimeter utility and access easement is reserved along all parcel boundaries. Fences and mailboxes are the sole exemptions to the 70'/50' setbacks; however, they shall not encroach upon or interfere with any road or utility easement.

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

Covenant Violations: In the event of a violation, Classic Country Land, LLC will make reasonable attempts to contact the Owner by phone or email within five (7) days of the violation being identified. If the violation is not resolved within those 5 days, whether due to unsuccessful contact attempts or failure to cure following contact, written notice shall be provided via certified mail, return receipt requested. The Owner shall have fourteen (14) days from the date notice is mailed to fully remedy the violation. If the violation is not cured within said 14-day period, Classic Country Land, LLC reserves the right to pursue any and all remedies available at law or in equity, including but not limited to: injunctive relief to compel compliance, recovery of damages caused by the violation, and recovery of reasonable attorney fees and costs incurred in enforcement. Additionally, any neighboring owner of any part of the property shall have independent standing to pursue the same remedies against a violating owner.

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, Lamar County Building and Zoning Department regulations and permitted uses.The property shall not be used for any commercial purpose, and no commercial activity shall be engaged in thereon.

Dwelling Type: 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. Such animals shall not create a nuisance to neighboring landowners and must not contaminate natural streams or springs. No swine shall be raised, bred, or kept in a commercial capacity. For personal, non-commercial use only, no more than two (2) swine may be kept on any parcel at any given time.

A parcel may be used for ranching, including the keeping of horses and cattle, provided the parcel is properly 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 on any parcel. All animals must be securely contained within the boundaries of the property at all times and shall not be permitted to roam off the 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.

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.

Nuisance and Compliance: No nuisance or offensive activity shall be maintained, allowed, or permitted on the property, and no use thereof shall be made or permitted which may be noxious, offensive, or detrimental to health or the use of any surrounding property, or which will create or emit any objectionable, offensive, or noxious odors, dust, gases, fumes, or other such material, or which will in any manner violate any applicable zoning ordinance or other regulations. No activity on the property shall be in violation of any applicable laws.

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: Deeded easements for all roads have been recorded. Individual owners are permitted to maintain these roads, however they are not obligated to do so. The use of commercial vehicles and heavy equipment is expressly prohibited, except when necessary for construction purposes. Should any road damage be incurred due to such use, the owners of said vehicles and/or equipment shall be required to repair the road to its original condition. If the owners of said vehicles and/or equipment are not the property owners, then the property owner shall ultimately be financially responsible for any and all damage and shall be required to indemnify and hold harmless all other owners. Delivery vehicles are permitted to use the access roads.

Structure/Fencing Setbacks: Owners must keep all required setbacks and easements clear of any structures, materials, or objects placed, stored, or erected. The designated setbacks are as follows: seventy (70) feet from any access road or recorded road easement and fifty (50) feet from any parcel boundary. Additionally, a twenty (20) foot interior perimeter utility and access easement is reserved along all parcel boundaries. Fences and mailboxes are the sole exemptions to the 70'/50' setbacks; however, they shall not encroach upon or interfere with any road or utility easement.

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.

Covenant Violations: In the event of a covenant violation, Classic Country Land, LLC will make reasonable attempts to contact the Owner by phone or email within five (7) days of the violation being identified. If the violation is not resolved within those 7 days, whether due to unsuccessful contact attempts or failure to cure following contact, written notice shall be provided via certified mail, return receipt requested. The Owner shall have fourteen (14) days from the date notice is mailed to fully remedy the violation. If the violation is not cured within said 14-day period, the Owner shall pay Classic Country Land, LLC $25.00 per day beginning on day 15, and continuing each day thereafter until the violation is fully confirmed as cured to the satisfaction of Classic Country Land, LLC. Accrued daily fees shall be added to the Owner's account balance and shall be applied before any regularly scheduled contract payment. Failure to cure the violation may also constitute a default under the Contract for Deed and subject the Owner to the remedies set forth therein.

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

Exhibit "A"

BEGINNING AT A I-BEAM FOUND MARKING THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 14 SOUTH, RANGE 16 WEST, LAMAR COUNTY, ALABAMA; THENCE N 89°53'31" W A DISTANCE OF 1356.65 FEET TO A 1" IRON PIPE FOUND MARKING THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21; THENCE N 89°53'31" W A DISTANCE OF 753.79 FEET TO A SET CAPPED IRON ON THE EAST RIGHT OF WAY LINE OF SHAKE RAG ROAD; THENCE ALONG SAID RIGHT OF WAY LINE AS FOLLOWS: S 10°48'50" W A DISTANCE OF 165.85 FEET TO A CONCRETE RIGHT OF WAY MARKER; THENCE S 78°47'49" E A DISTANCE OF 45.16 FEET TO A CONCRETE RIGHT OF WAY MARKER; THENCE S 11°01'16" W A DISTANCE OF 473.27 FEET TO A CONCRETE RIGHT OF WAY MARKER; THENCE N 79°17'16" W A DISTANCE OF 45.00 FEET TO A CONCRETE RIGHT OF WAY MARKER; THENCE S 10°42'44" W A DISTANCE OF 188.31 FEET TO A CONCRETE RIGHT OF WAY MARKER; THENCE S 79°35'27" E A DISTANCE OF 9.93 FEET TO A CONCRETE RIGHT OF WAY MARKER AT THE P.C. OF A 2814.79 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 418.76 FEET (CHORD = S 06°43'56" W A DISTANCE OF 418.38 FEET) TO A SET CAPPED IRON; THENCE DEPARTING SAID RIGHT OF WAY LINE ALONG A YELLOW PAINTED LINE S 88°07'12" E A DISTANCE OF 2325.49 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE ALONG A YELLOW PAINTED LINE N 00°47'33" W A DISTANCE OF 1302.61 FEET TO THE POINT OF BEGINNING, CONTAINING **64.44 ACRES, MORE OR LESS**, ACCORDING TO THE MAP OR PLAT OF SURVEY OF **JASON M. LINDER, ALA. REG. NO. 34762**, DATED **AUGUST 4, 2022**, A COPY OF WHICH IS ATTACHED HERETO AS **EXHIBIT "A"** AND IS INCORPORATED HEREIN.