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BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
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THIS INSTRUMENT PREPARED BY:

Paul L Smith and Janet L Smith
PO Box 1492 Orange Beach, Alabama 36561

STATE OF ALABAMA
COUNTY OF BALDWIN

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

FOR

Lots 1-18 OF FOLEY CROSSINGS

THIS DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS (this "Declaration") is made on the day and date written herein below by Paul L. Smith and Janet L. Smith, hereinafter referred to as "Developer."

WITNESSETH:

WHEREAS, the undersigned is the Developer of the real property in the County of Baldwin, Alabama, and described as follows:

Foley Crossings, according to map or per plat thereof recorded on Slide 3027-C, in the Office of the Judge of Probate of Baldwin County, Alabama.

AND WHEREAS, Developer is desirous of placing certain restrictions, conditions and reservations, hereinafter collectively referred to as "Restrictions," upon the above described property in accordance with a general scheme or plan in order (a) to protect the owners of each lot against improper use of surrounding lots as will depreciate the value of the property, (b) to preserve, as far as practicable, the natural beauty of each lot, (c) to insure the creation of attractive, well designed, properly proportioned and appropriate homes of suitable materials with appropriate locations on said lots, (d) to insure proper building setbacks from street and lot lines, (e) to provide adequate free space between structures, and (f) in general, to assure the best and most appropriate development, improvement and maintenance of the subdivision and each lot therein:

NOW, THEREFORE, Developer does hereby impose the following protective restrictions:

1. RESIDENTIAL AND COMMERCIAL USE: All lots in the subdivision shall be known and described as commercial lots (business type to be approved by the Developer), and possible residential use to be approved by the Architectural Committee as such entity is defined herein below. Also, manufactured homes shall not be permitted on any residential lot unless approved by the Architectural Committee. No site-built house may be constructed with less than 1,800 square feet of heated and cooled living area, unless approved by the Architectural Committee, and must be completed within 12 months after commencement of construction. A variance may be allowed for an entire development located on lots of 5 acres or more.

2. ARCHITECTURAL COMMITTEE: No home, building, or other improvement shall be erected, placed or altered on any lot in this subdivision until said home is approved or building plans, specifications, and plot plan showing the location of such building have been approved in writing by an Architectural Committee (the "Committee") composed of Paul L Smith, Janet L Smith, Paul Smith Powers, or by a representative designated by the members of said Committee. The Committee shall be provided all available documentation, including construction contracts, showing the nature and extent of the improvements to be undertaken and the time frame within which the improvements are to be completed. In the event of death or resignation of any member of said Committee, the remaining members shall have full authority to appoint a successor member and to approve or disapprove such design and location, or to designate a representative with like authority. In the event the Committee or its designated representative fails to approve or disapprove such design and location with thirty (30) days after said plan and specification have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Such deemed approval shall only apply to those matters subject to approval by the Committee and does not compromise applicable governmental regulations regarding subdivisions in general. If such plans and specification are disapproved, written notice of such disapproval shall be given to the submitting lot owner in person or by U.S. Mail, or other certified carrier service. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. All proposed building or construction plans, specification, plot plans, information, or related data, drawings, or request for approval, shall be submitted to the Developer at Post Office Box 1492, Orange Beach, AL 36561, or such other address the Developer or the Committee shall designate.

3. BUILDING HOME LOCATION: The minimum building setbacks on all lots will be as shown on the recorded plat, unless otherwise approved as above by the Committee. Rear lot line setbacks shall be 20 feet. The side yard setbacks on all lots will remain at ten (10) feet unless otherwise specified herein or approved as above by the Committee. For purpose of this covenant, eaves and steps shall be considered as part of a building, but they shall not encroach closer than ten (10) feet on any side lot line, without prior written approval of the Committee. All building locations must also comply with the ordinances and setbacks or sidelines to secure any necessary approval from governmental authority and other property owners and to cause to be recorded such map or plat as may be required to accomplish such change.

4. RE-SUBDIVISION: There shall be no re-subdivision of any lot or combination of lots so as to create any additional lot, and no combination of lots so as to form a lesser number of lots unless approved by the Committee. Lot lines may be relocated at the discretion of the governmental authority having jurisdiction of subdivisions upon application by adjoining owners when such relocation is in the opinion of such authority, in harmony with the existing lots and necessary to make said lots conform to existing conditions. Re-subdivision may be allowed with a written exemption from the Committee on lots 13-18.

5. OFFENSIVE ACTIVITIES, ETC.: No loud activity of any kind shall be carried on or upon any lot or in any dwelling that causes loud excessive noise and becomes obnoxious or offensive activity be done thereon which shall be or become any annoyance or nuisance to the neighborhood. No outside clotheslines shall be permitted in the subdivision. No structure, including fences, shall be erected so as to channel water on an adjacent lot; nor shall any lot owner alter the topography or elevation of a lot and cause a change in the directional flow and/or quantity of drainage water from the original subdivision engineering design approved by the Engineering Department of the City of Foley. No inoperable vehicles or car parts are allowed on any lot unless in a fully enclosed garage and vehicles cannot remain parked on the grass or in the yard more than a consecutive length of 72 hours. Commercial lots may be exempt from these requirements with the written approval of the Committee.

6. TRAILERS, ETC.: Unless specifically approved by the Committee in writing, no trailers, manufactured homes, RVs, campers, motor homes or pre-constructed buildings, basement, tent, shack, garage, barn, or other outbuilding erected or placed on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. Some exemptions and allowances may be permitted with developer's approval. Motor homes, RVs, campers and/or boat trailers which are approved by the Committee may be kept on the premises only if kept behind a 6-foot screening fence not visible from County Road 65 or County Road 26. No boat over forty (40) feet in length may be kept on the premises and all boats must be kept on trailers on the rear yard not visible from any public street or within a garage or carport not visible from any public street. Commercial storage applications and parks may be exempt from these requirements with the written approval of the Committee.

7. TYPE AND SIZE OF BUILDING: No site-built building shall be erected, altered, placed, or permitted to remain on any lot in the subdivision, other than one single family dwelling, which shall be not more than two and one-half (2 ½) stories in height and shall have a heated and cooled habitable area, exclusive of basements, open porches and garages, of at least 1,800 square feet, with not less than 1,400 square feet on the ground floor if it is more than one story in height. Minimum interior ceiling height shall be a minimum of 9 ft. on first floor of dwelling with a minimum of 10-foot ceiling height in den or family room. A detached garage or other approved outbuilding (not to be occupied as living quarters), may be erected or permitted to remain upon a lot only if the written approval of the Committee is first obtained, and a building plan, specifications, and a plot plan are all submitted to the Committee for approval before any construction begins. All dwellings will be completed in accordance with the documents submitted to the Committee and no portion of the improvements shall be left for future completion beyond the time provided for completion in said documents. Lots may be exempt from these requirements with the written approval of the Committee.

The roof pitch shall not be less than 7/12 on a single-story residence, and shall not be less than 8/12 on residence of one and one-half or more stories. The finished floor elevation on all residences shall not be less than 12 inches above the finished ground elevation. No mill-finish aluminum windows will be allowed in the construction of any improvement on the lots of the subdivision. Architectural style shingles shall be required for all roofs unless the Committee approves a metal roof.

All residential dwellings must contain at minimum an attached double garage or double carport, the roof pitch of which shall be the same as the primary dwelling. No carport may face or open into the frontage street nor shall any sides be able to be seen through, from the frontage street without written approval from architectural committee. An attached garage may open directly facing street, only if approved by the Committee.

All detached buildings, including storage, utility, and/or pump houses will be located to the rear of the dwelling and shall be screened from view from the front of said dwelling by an approved fence (wood or masonry) which shall be not less than six feet in height. The architectural design, construction and material of such buildings will be subject to the Committee's approval, and a variance may be allowed for an entire development located on lots of 5 acres or more. Its size, location, and screening, all are subject to written approval of the Committee before placing same upon the property. Any storage or utility buildings must be approved before any construction by the Committee.

No air-conditioning or heating unit, blower, tower, condenser, water well or structure or other equipment or apparatus shall be erected, placed, constructed, operated, or permitted to remain on any lot unless completely concealed from view from any adjacent lot or street by a hedge or fence enclosure in conformity with the general architecture of the primary residential building and approved by the Committee. No above ground pools shall be allowed on any lot in the subdivision.

No fuel containers of any type will be allowed above the finished grade and any ancillary lines form the container to any structure of appurtenance will also be buried beneath finished grade.

Vinyl siding may not be used on residential exterior walls.

All dwellings must be completed within twelve (12) months from the issuance date of the building permit from the County of Baldwin, unless waived by written approval of the Committee.

8. ANIMALS: Dogs, cats, and other small household pets, not exceeding four, may be kept by each lot owner, provided they are not kept, bred, or maintained for any commercial purpose or use and are not a nuisance, annoyance, or danger to the subdivision. Parcels 5 of acres or more shall be allowed no more than 1 horse per acre and up to 5 chickens or hens (no roosters allowed) that must be caged at all times. Each property owner is responsible for animals to be contained within their own property. No other unapproved animal or fowl shall be kept or maintained on any part of the subdivision without written consent of the Committee. Any parcel may be exempt from these requirements with the written approval of the Committee.

9. DRIVEWAYS AND YARDS: Concrete, asphalt, or other surface approved by the Committee shall be required for a minimum of 75 feet driveway for each lot or up to the Committee approved garage location. Any additional driveway length must have a hard surface driveway. No driveway should channel water or change existing natural water flow. Material, length and width for all driveways must be approved by the Committee. Immediately after the construction of the initial

dwelling on a lot, the front yard minimum fifty (50) feet, side yards minimum fifteen (15) feet or to the lot line, and minimum five (5) feet behind the building shall be fully grassed by the application of solid sod, and not sprigged, seeded or partially sodded. All yards must be maintained in good condition with grass mowed, free from garbage, debris and toys. Yard and landscaping must be maintained by weeding and trimming, and driveways edged. Each lot owner must keep yards free from debris and garbage. All cleared and undeveloped lots must keep vegetation below 24" in height, except those owned by the Developer. The front of the house must be landscaped with shrubs, plants, pine straw, or mulch immediately after construction. Landscaping and parking lot plans must be approved by the Committee before construction begins. Commercial use lots shall be exempt from these requirements with the written approval of the Committee.

- (a) Easement for Common Driveway for each Joint Driveway Lot. A perpetual, non-exclusive easement is hereby reserved over and across that certain portion of each joint Driveway lot as labeled on the Plat of the Subdivision. Each Benefitted Owner shall have the right to construct, install, maintain, repair and/or replace (as applicable) a driveway over and across all or any portion of the Driveway Easement for use as a driveway to provide pedestrian and vehicular ingress and egress to and from lots.
- (b) Maintenance of Driveway Easements. Each Benefitted Owner shall have the right to perform, or cause to be performed, any reasonably necessary maintenance, repair and/or replacement of the Driveway that serves the lot of such Benefitted Owner. To the extent a Benefitted Owner engages a contractor to perform such work, such Benefitted Owner shall only use contractors that are licensed in accordance with applicable law. Any Maintaining Owner performing any repair and/or maintenance work with respect to a Driveway shall perform such work using the same materials that are then currently incorporated into the Driveway (i.e., a concrete Driveway cannot be repaired with asphalt).
- (c) Contribution Rights for Maintenance Expenses. Unless and until a Benefitted Owner commences construction upon such Benefitted Owner's lot, such Benefitted Owner shall have no responsibility to maintain any Driveway or contribute to the maintenance expenses associated with any Driveway. Except as provided in the foregoing sentence to the contrary, each Benefitted Owner shall pay to a Maintaining Owner the Maintenance Share of such Benefitted Owner for any maintenance, repair or replacement work performed with respect to the Driveway that benefits the Benefitted Owner's lot within thirty (30) days of a receipt therefor.
- (d) Payment Documentation; Interest. Any Owner seeking payment from another Owner under this Article Two shall, at the time of submission of an invoice for such payment, provide to the Owner from whom payment is sought invoices, evidence of payment and such other written documentation as is reasonably necessary to document the amount of the payment sought. If an Owner fails to pay to another Owner an amount properly invoiced in accordance with this Article Two by the due date therefor, interest shall thereafter accrue at the rate of twelve percent (12%) per annum, but compounded on an annual basis, on such past due amounts, and the

Owner to whom payment is due may pursue any available legal remedies or alternatives to collect any outstanding reimbursements due after this Article Two. In the event an Owner successfully pursues collection of any such invoiced amount, such Owner shall be entitled to recover from the non-paying Owner all costs of collection, including, without limitation, reasonable attorneys' fees.

- (e) Damage to Driveway Easements. Notwithstanding anything contained in this Article Two to the contrary, if any Owner or any tenant, invitee or guest of such Owner damages (where such damage results other than in the normal course of use of the Driveway), destroys, or in any way impairs a Driveway (a "Damaging Owner"), any one or more of the Benefitted Owners with respect to such damaged Driveway may (a) require the Damaging Owner to restore, at the Damaging Owner's sole cost and expense, the Driveway to its original quality and condition; or (b) restore the Driveway and invoice the Damaging Owner for such Benefitted Owner's costs incurred in connection with restoring the damaged portion of the Driveway, whereupon the Damaging Owner shall pay such costs to such Benefitted Owner within fifteen (15) days of receipt of an invoice for such costs.
- (f) Commencement of Construction. For purposes of this Article Two, a Benefitted Owner shall be deemed to have commenced construction on such Benefitted Owner's Lot when the Benefitted Owner obtains a building permit from the applicable governmental authority for the construction of a house or building.

10. GARBAGE DISPOSAL CONTAINERS AND EQUIPMENT: No lot shall be used as dumping ground for rubbish and all debris and trash from clearing or construction must be placed in sanitary container or disposed of promptly. Each lot owner must use garbage service and remove garbage containers from street within 24 hours of pickup. No burn barrels or incinerators are allowed. No burning of household garbage allowed. Containers for the temporary storage of disposal must be screened from frontal view.

11. FENCES, WALLS, HEDGES AND ORNAMENTAL STRUCTURES: All fences or hedges must be pre-approved by the Committee as to their location and material, including corner lots, and no fence, wall, or ornamental structure, other than one which is an integral part of the dwelling itself, shall be constructed upon any portion of any lot without prior written approval of the Committee. All fences must be made of wood, brick, stone, or other materials approved by the Committee.

12. SIGNS: All signage must be approved by Committee as to size, content, and location. Developer placed billboards and signs on Developer owned lots are exempt from sign restrictions.

13. EASEMENTS: All easements shown on the recorded Plat of the subdivision are hereby adopted as part of these restrictions and all lots in the subdivision shall be subject to such easements. The undersigned Developer reserves unto itself and its successors and assigns the right and easement, but not the obligation, to construct, install, maintain, repair and replace, power, gas, sewer, telephone, and other utility lines, equipment and facilities and drainage ditches, in on, over and under the streets, and road easements shown on the recorded Plat of the subdivision, and to

construct, install, operate, maintain, repair, and replace lights, walls, fences, shrubbery, bushes and trees and other decorative or screening improvements in, on, over and under the property included within the areas designated as "DRAINAGE AND UTILITY EASEMENT," if any, with full right of ingress and egress to and from said streets and roads and easements across adjoining property, and the undersigned Developer also reserves unto itself and its successors and assigns the right to contract generally with others for the doing of any and all such things and the right to grant unto others such easements, rights and privileges as the undersigned may deem appropriate or convenient in connection therewith.

14. COMPLIANCE WITH ADEM REQUIREMENTS PRIOR TO AND DURING CONSTRUCTION: The lot owner shall be responsible for any compliance with the provisions of the ADEM Storm Water Permit (NPDES) applicable to construction relating to the lot, specifically including the installation of all necessary erosion control items including, but not limited to, hay bale, sediment barriers, silt fencing, temporary construction (stone surfaced) entrances, and all other required Best Management Practices designed to prevent the diversion, overflow, or by-pass of silt, sediment or soil or debris laden storm runoff beyond the limits of said lot. Within thirty (30) days of the initial clearing of any lot, the owner of said lot shall mulch and seed the lot in a manner that will provide a ground cover pending the final sodding required by Paragraph 12. If the lot owner is fined or cited for violation by ADEM due to the non-performance of this covenant, the lot owner shall pay all fines, indemnify, save, and hold harmless the Developer from all cost and expense related thereto, including attorney's fees. The lot owner will be liable if a builder or subcontractor tracks mud on roadways or ditches and lot owner will be responsible for removal.

15. CONSTRUCTION REQUIREMENT: All dwellings shall be completed in accordance with the plans and specifications and within the time provided therein. Any exceptions to this requirement will be only by written approval of the Committee.

16. COMMON AREAS AND PROPERTY OWNERS ASSOCIATION: The subdivision shall be managed by a property owners association which may or may not be incorporated, which is the Foley Crossings Property Owners Association ("POA"). The POA shall be administered by a Board of Directors (the "Board") consisting of not less than three (3) nor more than five (5) members (the "Directors") that must be lot owners. The initial Board shall consist of Paul L. Smith, Janet L. Smith, and Paul Smith Powers.

The POA shall have all responsibility for upkeep and expenses connected with the continuing maintenance and beautification of all detention ponds, drainage ditches, berms, and other common areas. The POA shall also be responsible, to the extent not otherwise provided by state and local governments, to maintain, repair, and replace drainage easements, related structures, and common areas, or common area easements. All lot owners are and shall be members of the POA, and bind themselves and their respective heirs, personal representatives, successors and assigns to pay to the POA an annual general assessment or charge as herein described. Such assessment, together with interest thereon, and the cost of collection thereof, shall be a charge and lien on each lot and shall be continuing lien on the lot against which each such assessment becomes due. The Developer shall be exempt from any payment of POA dues or assessments on Developer owned lots or lots acquired by foreclosure or repossession. Developer may choose to make donations to POA but is in no way obligated to do so.

The first annual general assessment of \$400.00 per lot shall be paid in advance on the day of closing, and then January 1st each succeeding year thereafter. The POA at their first and subsequent annual meetings shall have the right to collect annual assessments on a pro-rated basis to establish an annual payment date for all lot owners. Each subdivision lot will be assessed the same amount. Owners of contiguous lots that are not used as a residence may pay 50% of POA general annual assessment as long as the lot is unoccupied. The general assessment levied by the Association annually will be used exclusively for the use, maintenance, and operation of the areas and things described above, and such other expenses related thereto, including, but not limited to, utility bills and landscaping expenses.

Each lot in the subdivision shall represent one vote. If a lot is owned by more than one person, only one vote may be cast. If one person owns more than one lot in the subdivision, such person shall have a vote for each lot.

The Board of the POA shall, by a majority vote of the Directors, recommend the amount of annual assessment and shall submit the same to the lot owners for approval. If the amount recommended does not exceed a total annual assessment of \$400.00, such recommendation will become effective upon the affirmative vote of a majority of the lot owners. If the amount recommended exceeds a total annual assessment of \$400.00, then an affirmative vote of eight percent (80%) of the lot owners shall be required to establish such an increase. If the recommended annual assessment is not adopted prior to January 1st of any year, then the annual assessment shall remain for that year the same as the previous year.

The lien for unpaid assessments shall be effective from and after the time of recording a claim of lien in the Office of the Judge of Probate of Baldwin County, Alabama. The claim of lien shall describe the lot, the name of the lot owner, and shall specify the amount of the claim and the period covered thereby. Upon full payment of all amounts secured by the lien the party making payment shall be entitled to a recordable satisfaction of lien. The lien shall be deemed released upon foreclosure of the lien by the POA, and the purchaser of the lot at such foreclosure shall not be responsible for any amounts due and owing prior to the foreclosure.

Upon the voluntary conveyance of a lot, the Grantor and Grantee of such lot shall be jointly and severally liable for all unpaid assessments pertaining to such lot duly assessed by the POA up to the date of such conveyance, without prejudice to the right of the Grantee to recover from the Grantor any amounts paid by the Grantee, but the Grantee shall be exclusively liable for those accruing while Grantee is the lot owner.

Any lot owner or any purchaser of a lot prior to completion of a voluntary sale, may require from the POA a certification showing the number of unpaid assessments pertaining to such lot, and the POA shall provide such certification within (15) days after request therefore. The holder of a mortgage or other lien on any lot may request a similar certificate with respect to such lot. Any person other than the lot owner at the time of issuance of any such certificate, who relies upon such certificate, shall be limited to the amount set forth in such certificate.

If the total assessment is not paid within thirty (30) days after the due date, then there shall be added thereto:

- (i) A late payment charge of \$75.00; and
- (ii) The balance remaining due shall bear interest from the due date at the rate of ten (10%) percent per annum.

The POA may bring an action at law personally against the lot owner obligated to pay the same or may foreclose the lien created against the property by the terms of this document and in accordance with the statutory provisions of the laws of Alabama then in effect for the foreclosure of a mortgage. A money judgment for unpaid assessments may be taken without waiving the lien securing the same.

No lot owner or guest shall impede drainage flow or alter existing drainage easements. No lot shall be conveyed, devised, leased or demised at any time hereafter except as being subject to the covenants, terms, conditions, restrictions, and limitations, herein contained, and the obligation to observe and perform the same; and whether or not it be so expressed in the deeds or other instrument of conveyance of the property, the same shall be absolutely subject to the covenants, terms, conditions, restrictions and limitations herein contained, which shall run with and be appurtenant to the land and every part thereof, as fully as if expressly contained in proper and obligatory covenants or conditions in each and every contract and conveyance of, or concerning any part of the land or the improvements to be made thereon.

17. RESTRICTIVE COVENANTS RUNNING WITH THE LAND: No lot shall be conveyed, devised, leased, or demised at any time hereafter except as being subject to the covenants, terms, conditions, restrictions, and limitations herein contained, and the obligation to observe and perform the same, and whether or not it be so expressed in the deeds or other instrument of conveyance of the property, the same shall be absolutely subject to the covenants, terms, conditions, restrictions, and limitations herein contained, which shall run with and be appurtenant to the land and every part thereof, as fully as if expressly contained in proper and obligatory covenants or conditions in each and every contract and conveyance of, or concerning any part of the land or the improvements to be made thereon.

18. BALDWIN COUNTY RAINFALL INTERVALS: Each property owner and future property owner acknowledges the Baldwin County area is subject to approximately 60 inches of rain per year, and hence this subdivision and each lot therein is subject to heavy rainfall and surface waters flowing across said lots as a result of such rainfall. Each future owner or owners of any lot in FOLEY CROSSINGS acknowledges the Developer has complied with all engineering and subdivision requirements of Baldwin County. Each property owner understands the paved access easement as shown on the Plat has no underground drainage or ditches and each property owner will be responsible for individual lot grading, landscaping, and erosion control, and agrees to release, indemnify, save, and hold harmless the Developer from any water drainage from street or adjoining property onto their lot.

Each owner or future lot owner of any lot in FOLEY CROSSINGS, by the acceptance of a deed are subject to these restrictions, does herewith concur, consent and agree that the Developer's compliance with such subdivision requirements constitutes the exercise of reasonable care.

19. AMENDMENT OR MODIFICATION OF RESTRICTIONS: Any and all of the restrictions or requirements herein set forth may be annulled, amended, or modified, at any time by the Developer without the consent of the property owners until such time as the Developer has conveyed eighty percent (80%) of the lots to owners other than the Developer. After the Developer has conveyed eighty percent (80%) of the lots in the subdivision to owners other than the Developer, the consent of not less than eighty percent (80%) of the lots in the subdivision shall thereafter be required to amend these covenants. Any amending instrument shall be acknowledged by the Developer or Owners approving same and shall be filed for record in the office of the Judge of Probate of Baldwin County, Alabama, provided that no amendment by the Developer shall place an additional burden, restriction, or requirement on any lot in the subdivision the owner of which does not join in the said amending instrument.

It is reserved and stipulated herein that such actions may be taken by Developer in accordance with the foregoing authority and power, may result in any, all or part of any covenant, restriction, or limitation as existing or as may be amended or changed, being either more or less restrictive or burdensome than the foregoing covenants, restrictions, or limitations contained herein.

No action on the part of the Developer pursued in accordance with the foregoing reserved authority shall place an additional restriction or limitation on a specific lot previously conveyed by Developer, unless the then owner of same shall consent thereto by joining in said instrument, or by execution such other instrument as will properly evidence owner's consent, the same being subsequently recorded as set forth hereinabove.

20. ENFORCEMENT: If any person or persons shall violate or attempt to violate any of the restrictions contained herein, it shall be lawful for the developer or any party owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restriction and either to prevent him or them from so doing and to recover damages, which shall include a reasonable attorney's fees, for such violation. Neither the Developer nor its employees, agent or assigns or any of its partners or their representative, heirs, personal representatives, successors and assigns (jointly referred to as Developer) shall be liable to any lot owner or lot owners in FOLEY CROSSINGS for the manner in which the Developer exercises, or for its failure or refusal to exercise, any right or authority herein granted to Developer whether discretionary or not; for the failure or refusal of any lot owner to comply with any of the provisions hereof; or the failure or refusal of the Developer to enforce any of the provisions hereof against any lot owner.

21. TERM: The foregoing restrictions shall run with the land and shall be binding on all lot owners and all parties and persons claiming under or through them, each of whom shall, by virtue of such owner's acceptance of acquisition of title or other interest, accept and agree to be bound by and to abide by all terms and provisions of this instrument, all of which shall be and remain in full force and effect until August 1, 2045. Thereafter, these restrictions shall automatically be extended for successive periods of ten years unless properly amended pursuant to the terms contained herein.

22. UTILITY CONNECTIONS: Each lot owner must enter into a contract with utility companies for utility connections and service. All connection fees are the responsibility of the lot owner.

23. COUNTY & CITY APPROVALS: Foley Crossings is currently in an un-zoned area of Baldwin County. Lot owners shall be responsible for all zoning, jurisdictional requirements, permitting, engineering, and drainage and design plans of Baldwin County and City of Foley, and adhering to all regulations that may be required for the desired use of the lots and other areas of the subdivision. Each lot owner, by acceptance and recordation of such owner's deed, agrees to release, indemnify, save, and hold harmless the Developer and all agents, contractors, and sub-contractors from any claim arising from obtaining any such permits, exemptions, approvals, or denials for such owner's intended use. Each lot owner also agrees to assume all costs, engineering fees, and development expenses associated with permitting and approvals related to such owner's intended use.

24. SEVERABILITY: Invalidation of any one of the covenants by judgment or court order shall in no wise effect any of the other provisions which shall be and remain in full force and effect.

IN WITNESS WHEREOF, the Developer has caused this instrument to be duly executed in its name and on its behalf on the date set out in the acknowledgement below.



PAUL L. SMITH



JANET L. SMITH

**STATE OF ALABAMA
COUNTY OF BALDWIN**

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that **Paul L Smith** and **Janet L. Smith**, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that, after being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my official seal on September 29, 2025.



Notary Public
My Commission Expires: 3/5/2028

