WILSON CREEK SOUTH RESTRICTIVE COVENANTS

EverOak LLC, an Alabama limited liability company ("Declarant") does hereby declare that the residential property described as Wilson Creek South, as recorded in the Office of the Judge of Probate of Baldwin County, Alabama as Slide Number 3095-C, is and shall be held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations and easements, hereinafter set forth.

I. GENERAL PURPOSE:

It is intended that the property will be a rural residential and/or recreational community of high esteem in a peaceful, quiet, safe, country environment.

II. PARCEL SIZES:

Subject to the approval of the Baldwin County Planning Commission, the lots may be divided into 2 parcels with neither parcel being less than 1 acre, unless a variance is granted by Declarant, its successors, or assigns.

III. RESIDENTIAL USE:

a. The property shall be used for single family rural residences. The minimum square footage for the residential structures shall be 2,000 square feet under roof.

b. Once construction starts, it must be completed within a timely manner, typically within 12 months depending on the complexity and scope of the construction. Allowances to be made for circumstances out of the control of the Owner. While any home or other improvement is being built, altered, or repaired on a Lot, the Owner of that lot must keep the construction site clean, safe and orderly.

c. No mobile homes, house trailers, Recreational Vehicles, motor homes or camper trailers shall be permitted for use as temporary, occasional or permanent residences. The one exception is that an RV or camper trailer may be used for a temporary residence during the construction of a home under the following conditions. This is for no longer than 12 months and only if the RV or camper trailer is in good condition, is not unsightly and is placed behind the structure and being substantially out of site of the County Road. The 12 months starts at the first work on the pad or footings.

d. No building for business or manufacturing purposes shall be erected on a property nor shall any business or manufacturing other than customary in-home business be conducted on any property unless approved by the Declarant or his assigns.

e. Non-commercial Greenhouses may be built on the property.

f. Structures intended to be built are to be submitted to Declarant, its successors or assigns, for approval before construction begins. Initial approval can be made by a preliminary drawing and estimated site location. Final approval submittals are to include construction plans or drawings along with a site plan showing the location of all structures. Structures include but are not limited to houses, barndominiums, barns, pole barns, shops, greenhouses, out-buildings and fencing. Approval of plans will not be unreasonably withheld. Declarant may subsequently assign the approval decisions to the Wilson Creek South owners.

g. No heavy commercial vehicles, such as 18-wheeler trucks, shall be parked on site within view of a paved road, except construction vehicles as needed during construction.

h. No church or similar religious facility, or other such institutional use shall be allowed.

i. No school (public or private) or other such institutional use shall be allowed.

j. So long as it does not constitute a material nuisance, farm animals, except for hogs, are allowed for personal use but not for commercial purposes.

k. All fencing to be neat and well-constructed. Any fences that are materially visible from the entrance road or from adjoining neighbors to be built with wood, vinyl board, barbed wire or hog wire unless otherwise approved by Declarant or by a 75% vote of the lot owners if already turned over to the owners. All fences to be kept in a neat and well-maintained condition.

l. No property shall be used or maintained as a dumping ground for trash, rubbish or junk vehicles and equipment. Trash, garbage, or other waste shall be kept in sanitary containers and shall not be materially visible from the road to avoid a nuisance.

m. All parcels to have a minimum 30' setback from all lot lines unless approved by variance by Declarant or by a 75% vote of the lot owners if already turned over to the owners. For owners who own multiple adjoining parcels, the common line between those parcels will be subject to Baldwin County Planning and Zoning Regulations.

n. Barndominium's are allowed and will be considered for approval by the Declarant based on its location, short term and long term intended use, amount of living space and aesthetics. Total sq ft to be a minimum of 2,000 sq ft under roof.

o. Each owner is responsible for cutting the field grass on their Lot at least three times per year unless granted a variance by the Declarant or its assigns. Each owner must keep their Lot neat and well maintained at all times. If an owner builds a pond on a Lot, the owner must keep the pond and area around it clean and well maintained, including keeping the banks mowed and the water free of trash and debris, so that the pond does not become unsightly or a nuisance to the neighboring property.

IV. AMENDMENTS: The restrictions in this Declaration may be changed, added to, or removed at any time by the Owners of at least seventy-five percent (75%) of all Lots in the Subdivision, as follows:

(a) **Voting.** Each Lot gets one (1) vote, no matter how many people own it.

(b) **How votes are counted.** The seventy-five percent (75%) requirement is based on the total number of Lots in the Subdivision, not just the Lots whose Owners choose to vote.

(c) **Making it official.** A change takes effect only when a written document describing the change is (i) signed by the Owners of the required number of Lots, and (ii) recorded in the public records of the county where the Subdivision is located.

(d) **Declarant's rights.** As long as the Declarant owns any Lot in the Subdivision, no change may reduce or remove any right, protection, or exemption given to the Declarant in this Declaration unless the Declarant agrees in writing.

EVEROAK, LLC, an Alabama limited liability company

By:_____
Dale Walker
Its: Manager

STATE OF ALABAMA
COUNTY OF MONTGOMERY

I, the undersigned authority, a Notary Public in for said County in said State, hereby certify that Dale Walker, whose name as Manager of EverOak, LLC, an Alabama limited liability company, 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 instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and seal this the _____ day of November, 2026.

_____
NOTARY PUBLIC