

STATE OF ALABAMA
COUNTY OF BALDWIN

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
RESERVATIONS, RULES, LIENS, CHARGES AND EASEMENTS
OF BLAKELEY OAKS SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS, that 225 PROPERTIES, A Co-Partnership, being the owner of all that certain real property known as BLAKELEY OAKS SUBDIVISION, located in the City of Spanish Fort, and the County of Baldwin, State of Alabama, and more particularly shown by a plat of subdivision of BLAKELEY OAKS SUBDIVISION which plat is recorded on Slide # 1241A of the records in the Office of the Judge of Probate of Baldwin County, Alabama, have established a general plan for the improvement of such real property for the purpose of developing a first-quality residential subdivision, with homes designed in the traditional styling, do hereby establish the covenants, conditions, reservations, restrictions and easements upon which, and subject to, all lots and portions of such lots shall be improved, sold and conveyed. Each and every one of these covenants, conditions, reservations and easements is and all are for the benefit of each owner of land in such subdivision or any interest therein (unless otherwise limited as hereinafter provided), and shall inure to and pass with each and every parcel of land of such subdivision, and shall bind the respective successors in interest thereof.

NOW, THEREFORE, the premises considered, and the declarants intending that these covenants, conditions, restrictions, reservations, rules, liens, charges and easements be imposed on said subdivision and lots therein, and that all of the same are to be construed as restrictive covenants running with the title to such land and lots and with each and every parcel thereof, the parties hereto declare as follows:

1. DEFINITIONS.

1.1 "Association" shall mean and refer to BLAKELEY OAKS PROPERTY OWNERS ASSOCIATION, INC., its successors and assigns.

1.2 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the properties, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

1.3 "Properties" shall mean and refer to those certain real properties as shown on the plat of subdivision of BLAKELEY OAKS SUBDIVISION recorded on Slide # 1241A of the records in the Office of the Judge of Probate of Baldwin County, Alabama, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

1.4 "Common Area" shall mean all real property owned by or easements held by the Association for the common use and enjoyment of the owners. The common area to be owned by or easements held by the Association at the time of the conveyance of the first lot is shown on the recorded plat of the properties.

1.5 "Lot" shall mean and refer to any plot of land or parcel shown on any recorded plat of the properties with the exception of the common area.

1.6 "Declarant" shall mean and refer to 225 PROPERTIES, a Co-Partnership, its successors and assigns.

1.7 "Committee" shall mean and refer to the Architectural Control Committee as herein established.

2. PROPERTY OWNERS ASSOCIATION.

2.1 Membership. Every person or entity who is a record owner of a lot in BLAKELEY OAKS SUBDIVISION shall by virtue thereof be a member of BLAKELEY OAKS PROPERTY OWNERS ASSOCIATION. Membership shall be appurtenant to and may not be separated from ownership of a lot which is subject to assessment by the Association. Members shall enjoy such qualifications, rights and privileges as may be fixed by these declarations, the Articles of Incorporation and the By-Laws of the Association. Membership shall include all persons or entities who are record owners of a fee or undivided fee interest in any lot, including contract sellers, investors or similarly situated persons or entities, but shall not include persons or entities who hold an interest merely as security for the performance of any obligations. Transfer of lot ownership, either voluntarily or by operation of law, shall terminate membership in the Association and said membership shall become vested in the transferee.

2.2 Voting. The Association shall have two (2) classes of voting membership:

Class A: Class A members shall consist of all owners, with the exception of the declarants, and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but may not be split, but shall be cast in the manner as provided by the By-Laws of the Association. In no event shall more than one (1) vote be cast with respect to any lot.

Class B: Class B members shall be the declarants (as defined herein), and shall be entitled to four (4) votes for each lot owned. The Class B membership shall cease and shall be converted to Class A membership upon the happening of either of the following events, whichever occurs earlier: (a) when the total votes outstanding in Class A membership equals or exceeds the total votes outstanding in the Class B membership; or (b) three (3) years from the date of the recording of these presents.

3. COMMON AREA; MAINTENANCE ASSESSMENTS.

3.1 Establishment and Use. Every owner is hereby granted the right, privilege and license to use and is granted an easement of an enjoyment in and to the common area which shall be appurtenant and shall pass with title to every lot, subject to the following provisions:

(1) The right of the Association to charge reasonable fees for the maintenance of any common area.

(2) The right of the Association to suspend the voting rights and right to use the common area by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations after hearing by the board of directors of the Association.

(3) The right of the Association to dedicate or transfer all or any part of the common area to any public agency,

conditions as may be agreed upon by the members. No such dedication or transfer shall be effective unless an instrument signed by seventy-five percent (75%) of each class of members agreeing to such dedication or transfer has been recorded.

3.2 Delegation of Use. Any owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the common area and facilities to the members of his family, tenants, guests or contract purchasers who reside on the property.

3.3 Maintenance of Common Area. The Association through its board of directors shall contract with other parties for the maintenance, construction and installation of roadways, street lights, landscaping and other improvements as appropriate in the common area of BLAKELEY OAKS SUBDIVISION and the owner of each lot shall pay an assessment to the Association for the same as more fully hereinafter set forth. Irrigation expense, electrical expense for street lights, road maintenance and similar ongoing expenses shall be paid by the Association. So long as street lights are operated, no other outside light shall be installed without the prior approval of the Architectural Control Committee, except such as may be installed on the dwelling or other approved building on the lot.

3.4 Assessments, Lien Established. The declarants, for each lot owned within the properties, hereby covenant, and each owner of any lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association.

(1) Annual or other assessments or charges; and

(2) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

3.5 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties and for the improvement and maintenance of the common area.

3.6 Maximum Annual Assessment. Until January 1 of the year next following the conveyance of the first lot to an owner, the maximum annual assessment shall be One Hundred Dollars (\$100.00), and shall be prorated for the calendar year in which the closing occurs.

(1) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than six percent (6%) above the maximum assessment for the previous year without a vote of the membership.

(2) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above six percent (6%) by the vote of seventy-five (75%) percent of each class of

by the vote of seventy-five (75%) percent of each class of members who are voting in person or by proxy, at a meeting duly called for that purpose.

(3) The board of directors may fix the annual assessment at an amount not in excess of the allowable maximum.

3.7 Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of seventy-five percent (75%) of each class of members who are voting in person or by proxy at a meeting duly called for that purpose.

3.8 Notice and Quorum for Meetings Relating to Assessments. Any action taken under Paragraph 3.6 or 3.7 hereof shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than ten (10) days nor more than fifty (50) days in advance of the meeting. A quorum for such meeting shall be sixty percent (60%) of the votes of each class of membership. For the purpose of determining a quorum, a member may be present either in person or by proxy. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the proceeding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

3.9 Uniform Rate of Assessment. Annual assessments must be fixed at a uniform rate for all lots, and may be collected on a monthly, quarterly or annual basis, at the discretion of the directors of the Association and shall be payable in advance.

3.10 Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the dedication of the common area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The board of directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the board of directors. The Association shall, on demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. This restriction shall not be applicable to declarants herein until such time as the Class B membership of the Association terminates. During such time as the Class B membership exists, liability of the declarants for the payment of dues shall be limited to the amount of the reserve established in the annual budget of the Association.

3.11 Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot. The remedies set forth in this paragraph shall be

cumulative and in addition to those set forth hereinafter in Paragraph 10.

3.12 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure of any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

4. LAND USE.

4.1 Permitted Use and Structures. All lots in the subdivision and each and every one thereof are hereby declared to be residential lots, and no lots shall be used except for residential purpose. No building or structure shall be erected, altered, placed or permitted to remain on any lot other than a single-family dwelling, not to exceed two and one half (2 1/2) stories in height (except that an attic or a basement floor under the ground surface shall not be considered a story for this purpose), and a private garage for not more than four (4) automobiles. Any garage constructed on any lot shall be so located that it does not open to any street within the subdivision.

4.2 Approval of Plans and Specifications. No private road, driveway, fence, wall, building, dwelling, swimming pool or other structure shall be erected, altered, remodeled, reconstructed, added to, placed or permitted to remain on any lot until:

(a) A preliminary plan showing the proposed architectural style of the structures is given preliminary approval by the Architectural Control Committee;

(b) Two complete sets of road or driveway plans, showing the locations, course, and width of same, and/or (as the case may be) two complete sets of final building or construction plans, specifications and plot plan showing the location of each building, fence, wall, structure or pool (as prepared or approved by a qualified architect, engineer or designer) have been submitted to and approved in writing in all respects by the Architectural Control Committee, including without being limited to, approval as to conformity and harmony of external design with the existing and proposed structures including buildings, fences, walls and pools; and

(c) Such Committee shall have indicated its approval by causing one copy of the said building or construction plans, specifications and plot plan to be endorsed to such effect and signed by the Chairman of the Committee.

Furthermore, as a condition to such approval, the Committee shall have the right to require and approve appropriate landscaping for all areas between the front of any residence and the street. All landscaping to be completed before residence to be occupied.

No changes or deviations in or from such plans, specifications or plot plan as approved shall be made without the prior written consent of the Committee. All changes must be accompanied by drawing.

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Anything herein notwithstanding, the responsibility of the Committee shall be to review plans for a cosmetic, aesthetic or appearance standpoint, and nothing herein shall be construed to suggest that the Committee shall pass on the structural integrity, soundness, adequacy or appropriateness of any plans submitted.

4.3 Re-Subdivision Prohibited. No lot shall be divided or re-subdivided in any manner, and all residential structures shall face the street unless otherwise approved in writing by the Committee.

4.4 Minimum Dwelling Area. The ground floor livable area of the main building or structure, exclusive of open porches and garages, shall contain not less than 2000 square feet in the case of a one story building or structure; or, not less than 1200 square feet in the case of a one and one-half to two and one-half story building or structure; unless otherwise approved in writing by the Committee. In no event shall the total livable area of the main building or structure contain less than 2000 feet, regardless of the number of stories. For the purpose of this Paragraph, a basement floor or other area beneath the ground surface and/or an attic shall not be included in computing the designated minimum square footage. No building, structure or residence shall be erected, altered, remodeled, reconstructed or added to without the prior written approval of the Committee. In the case of split level houses, the Committee shall, in its discretion, determine which level shall be deemed the ground floor livable area so as to carry out the intent of this paragraph. For the purposes of these restrictions, livable area shall be defined as the area of the main building or structure which is the living area regularly heated and cooled.

4.5 Minimum Building Set Back Lines. No building, structure or residence shall be erected, altered, remodeled, reconstructed or added to so as to be located any nearer than 45 feet from the right-of-way of any street in the subdivision and nearer than 20 feet to any property line boundary of adjoining lots; but the Committee shall, within its sole discretion, have the power to grant exceptions.

4.6 Concealment of Equipment. No air-conditioning or heating unit, blower, tower, condenser, water well, garbage can, wood pile, storage pile 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 of any adjacent lot or street by a hedge or other enclosure in conformity with the general architecture of the primary residential building and approved by the Committee. In no event shall any clotheslines be erected or permitted on any lot. In no event shall any radio, television or other communication masts, towers, poles, dishes or antenna or other similar equipment be erected or permitted on any lot or structure without prior written approval of the Committee.

4.7 Nuisances. No trade or business activity nor noxious or dangerous activity of any kind whatsoever shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance, nuisance, health hazard or safety hazard to the neighborhood.

4.8 Temporary Dwellings and Storage of Vehicles. No trailer, tent, garage or any other outbuildings shall at any time be used as a residence, temporary or permanent; nor shall any structure of a temporary character be used as a residence. No trailer, habitable motor vehicles, motor vehicles or boats of any nature shall be kept on or stored on any part of the property

except within an enclosed garage or screened area approved by the Committee.

No trailer, motor vehicle, habitable vehicle or boat shall be parked, stored or allowed to stand upon any street in the subdivision.

4.9 Restriction on Type of Building Materials. No shale or gravel driveways shall be allowed. Driveways shall be concrete, asphalt or brick. No exposed concrete block or metal siding shall be utilized in the construction of the exterior of any structure. All exposed windows and window units shall be constructed of wood or such primed and finished metal as may be specifically approved by the Architectural Control Committee. Bright aluminium window frames or other similar material will not be approved. Simulated wood siding such as fiber board and other manmade siding will require approval of the Architectural Control Committee. All exposed metal flashing and gutters shall be copper, copper alloy, or painted. No ferrious metal or aluminium will be allowed.

4.10 Storage Sheds. No storage sheds, metal buildings or detached structures shall be permitted upon any lot except with the prior written consent of the Committee.

4.11 Mineral Operations Prohibited. No oil drilling, oil development, oil refining, quarrying or mining operations of any kind whatsoever shall be permitted upon any lot, nor shall oil wells, derricks, tanks, tunnels, mineral excavations or shafts be erected or permitted to remain upon any lot.

4.12 Construction Completion Period. Each dwelling or other building shall be completed within one (1) year after commencement of construction unless completion is prevented by conditions found by the Committee to be beyond the control of the owner. During the course of construction, the lot owner will be responsible for requiring the contractor to pick up and remove all trash for the premises on a regular basis, not to exceed once a week. Any and all damage to streets, sidewalks, curbing, landscaping or common area must be repaired to the satisfaction of the Architectural Control Committee prior to completion of constructions at the owner's expenses. The lot owner's responsibility shall extend not only to the initial construction, but to any such damage done at any time during the existence of the subdivision by any lot owner's agent, servant, employee or contractor. Similarly, each lot owner shall be liable for any and all damage done to street, sidewalks, curbing, landscaping or common areas occasioned by the actions or conduct of any guest or licensee of a lot owner.

5. ARCHITECTURAL CONTROL COMMITTEE.

5.1 Establishment. The said Architectural Control Committee (hereinafter referred to as the "Committee"), shall be composed of three (3) members. No member of the Committee shall in any way be liable to any lot owner for any act or any action by the Committee or any member thereof in connection with these restrictions and covenants. The term of service of each member of said Committee shall be perpetual. In the event of the death, resignation, physical or mental incapacity to serve as a member of the Committee, the remaining member or members shall have the right to appoint a successor. In the event of the death, resignation, physical or mental incapacity to serve of all members, then the members of the Association shall elect successors upon the affirmative vote of seventy-five percent (75%) of votes cast.

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5.2 Members. At the time of the filing of this instrument creating covenants, conditions, reservations, restrictions and easements upon the individual lots, the Architectural Control Committee shall be composed of the following named individuals who shall serve until their successors are appointed pursuant to Paragraph 5.1 of this instrument. It is the intent of this paragraph that the hereinafter named individuals serve as the members of the Architectural Control Committee until such time as new members of said committee are appointed pursuant to Paragraph 5.1 of this instrument. The following named persons are hereby deemed to be members of the Architectural Control Committee immediately upon the filing of this instrument with the Judge of Probate for Baldwin County, Alabama, and until their successors are duly appointed as herein provided:

J. Earle Malone
Gavin W. Hunter
Selwyn H. Turner
James Ward
Gary A. McLeod

5.3 Powers, Authorities, Responsibilities. The Architectural Control Committee is hereby vested, concurrent with the Directors of the Association, with the power of enforcing the restrictive covenants as herein set forth according to the provisions of the restrictive covenants. Each and every lot owner agrees to and shall by virtue of ownership of each lot be subject to the obligations and restrictions of these covenants as applied by the Committee. The Committee may seek remedies for breach of any of the covenants herein contained as provided for by Paragraph 10.

5.4 Variance.

(1) The Architectural Control Committee may allow reasonable variances and adjustments of these conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the regulations contained herein; provided, however, that such shall be done in conformity with the intent and purposes hereof; and provided further, that any variance or adjustment will not be materially detrimental or injurious to other property or improvements in the development. Variances and adjustments of heights, size and setback requirements may be granted hereunder.

(2) In the event there are any governmental regulations which conflict with or prevent construction or improvements in the manner as required by these restrictions and regulations, that shall be deemed to constitute practical difficulties, justifying variances and adjustments of said regulations to prevent unnecessary hardship; provided, however, that the variance of adjustment shall not be materially detrimental or injurious to any property or improvements in the development.

5.5 Binding Arbitration. In the event any dispute arises between the Architectural Control Committee and any lot owner relating to these restrictions then such dispute shall be submitted to a panel of three (3) architects, said panel to consist of one architect chosen by the Architectural Control Committee, one architect chosen by the lot owner, and one architect chosen by both the Committee and the lot owner. The decision of the majority of this panel of architects as to the dispute shall be binding upon the Committee and the lot owner. Expenses incurred in connection with this arbitration procedure shall be borne by the lot owner.

6. LANDSCAPING; LOT APPEARANCE.

6.1 Landscaping. A landscaping plan must be submitted for approval in writing pursuant to Paragraph 4.2 above in addition to the construction plans referred to in Paragraph 4.2. With respect to any fences or walls that may be constructed between the street and the front of any residential building, in addition to the right of approval as to design and location as set forth in Paragraph 4.2 hereinabove, the Committee shall also have the right to require, as a condition to such approval, appropriate landscaping of any areas between the aforesaid fence or wall and the street to be accomplished at the same time as the construction of the fence or wall. No chainlink fence shall be erected within the subdivision.

6.2 Fences, Walls, Hedges and Ornamental Structures. No hedge shall be located nearer the front property line of any lot than the front of the dwelling on such lot without the written approval of the Architectural Control Committee, and no fence, wall, ornamental structure, gazebo, or any other like structure shall be constructed without the prior written approval of the Architectural Control Committee.

6.3 Mailboxes. All mailboxes, newspaper boxes and similar boxes, their supporting structures, numbers thereon and any lettering thereon shall be of such size and design as may be approved in writing by the Architectural Control Committee. Uniformity of style and construction for all mailboxes and their appurtenant parts will be required.

6.4 Signs. Other than as hereafter provided, no sign or signboard of any kind shall be displayed to the public view on any lot other than signs of no more than two (2) square feet as may be required for the sale of the property or indicating the property owner's name. Additionally, a sign may be displayed during the construction of a residence building or other structure on the lot.

6.5 Outdoor Lighting. No mercury vapor lights or other outside lights shall be permitted on any lot without the prior written consent of the Committee.

6.6 Destruction of Trees. No tree on any lot in excess of four (4) inches in diameter measured at three (3) feet ground elevation shall be destroyed or removed without having obtained the prior written consent of the Committee. Magnolia, live oak and dogwood trees are deemed herein to be desired trees and no such trees, regardless of size, may be cut, destroyed or removed without written consent of the Committee.

6.7 Care of Lots. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any part of the property and no refuse pile, trash or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. (Natural growth excepted prior to construction at the discretion of the Committee). Trash, garbage or other waste material shall not be kept on any lot except in sanitary containers. All incinerators, garbage cans and other equipment for the storage or disposal of such material shall be kept in a clean, sanitary condition.

6.8 Planting Buffers. Natural planting buffers must be maintained by each lot owner as indicated in the plat of subdivision for BLAKELEY OAKS SUBDIVISION and designated "Green Belt." No vegetation, except kudzu, saw briars, poison ivy and Poison Oak, within the buffer may be removed, altered or destroyed without the consent of the Committee. Said vegetation must be permitted to remain in its natural state and any

landscaping must be done outside the area of the buffer. No structures of any type whatsoever may be erected or maintained within the planting buffer.

7. EASEMENTS: DRAINAGE.

7.1 Easements. The utility, sewerage, access and drainage easements shown on the recorded plat of the Subdivision are hereby adopted as a part of these restrictions, and all lots in the Subdivision shall be subject to such easements. The Committee reserves the right, but not the obligation, to construct, install, maintain, repair and replace power, water, gas, sewer, telephone and other utility lines, equipment and facilities and drainage ditches in, on, over the recorded plat of the subdivision, and to construct, install, operate, maintain, repair and replace lights, walls, fences, shrubbery, bushes, trees, sidewalks and other decorative or screening improvements in, on, over and under the property with full right of ingress and egress to and from said street and roads and easements across adjoining property; and the Committee reserves the right to contract generally with others for the doing of any or all of such things and the right to grant unto others such easements, rights and privileges as the Committee may deem appropriate or convenient in connection therewith.

Notwithstanding the generality of the foregoing, there is specifically and expressly reserved a five (5) foot right-of-way and easement along the side lot lines and rear and ten (10) foot on front lot lines of each and every lot for the construction and installation and maintenance of electrical, water, gas, sewer, telephone, other utility lines and drainage. All such utilities shall be buried beneath the surface of the ground, and no such utilities may in any manner be above ground or otherwise exposed so as to be visible from any common area.

7.2 Drainage. No lot may be developed in such a manner as to cause an unreasonable increase in the natural flow of water over and across any other lot other than across any drainage easement shown on the recorded plat of the subdivision. Plans submitted to the Architectural Control Committee should contain such provisions as may be necessary to insure compliance with this provision. In addition, engineering plans and certificates may be required by the Architectural Control Committee to insure compliance herewith.

8. PETS

8.1 PERMITTED ANIMALS. No animals, reptile, livestock or poultry of any kind shall be raised, bred, harbored or kept on any lot except that the owner may keep usual and customary household pets, but in no event no more than two of any one species of pet shall be kept. No such pets shall be kept for any commercial purpose. Any such pets may be kept only so long as they or any of them do not become an annoyance or nuisance to the neighborhood. All pets shall be kept as house pets. No pets shall be allowed outside the residence unless on a leash and accompanied by the owner or his representative. No pets, which in the sole discretion of the Directors, that exhibit any vicious, hostile or aggressive tendencies towards residents or guests shall be maintained.

9. DURATION AND NATURE OF RESTRICTIONS: MODIFICATION.

9.1 Duration of Restrictions. The covenants, terms, conditions, restrictions and limitations herein contained are to run with the land and shall be binding upon all parties and all persons claiming under them and shall inure to the benefit of,

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and shall be binding upon their, and each of their heirs, executors, administrators and assigns until the first day of _____, 2010 (the "primary period") at which time sai

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covenants, terms, conditions, restrictions and limitations herein, unless otherwise herein specified, shall automatically be extended for successive periods of ten (10) years each (the "extension periods"). The easements and common areas provided for herein shall be deemed to be perpetual

9.2 Covenants to Run With 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 obligations to observe and perform the same; and whether or not it be so expressed in the deeds or other instrument or 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 lands and every part hereof, as fully as if expressly contained in proper and obligatory covenants or conditions, in each and every contract, deed or transfer and conveyance instruments thereof.

9.3 Modification of Restrictions. Any one or all of the covenants, terms, conditions, restrictions and/or limitations herein set forth may be annulled, amended or modified at any time during the primary period by an instrument executed by the owners in fee simple of eighty percent (80%) of the lots in said subdivision, which said instrument shall be acknowledged by each of the persons signing the same and shall be recorded in the Office of the Judge of Probate of Baldwin County, Alabama; provided, however, no annulment, amendment or modification of Paragraphs 1, 3.10, 4.1, 4.2, 4.3, 5 or 6.4, may be made without such instrument being executed by one hundred percent (100%) of the lot owners, and provided further that no annulment, amendment or modification shall place an additional burden or restriction or requirement on any lot in said subdivision if the owner does not join in said amending instrument. Nothing in this paragraph shall be deemed to limit the duration of, or permit the modification of the easements and common areas provided for herein, which easements and common areas shall be deemed to be perpetual.

10. VIOLATION OF COVENANTS.

10.1 Remedies on Breach. If there shall be any violation or attempted violation of any of the covenants, terms, conditions, restrictions and/or limitations herein contained, it shall be lawful for the Committee, upon a vote of a majority of its members, in the name of the "Subdivision", for any person or persons, in their individual names, owning any real property situated in said subdivision), or the Association, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate the same to prevent such person or persons from so doing, or continuing to do so, or to recover damages for such violations or attempted violations, including without limitations, the right to require the removal of any structure of improvement erected in violation hereof. The failure on the part of the Committee, or any other owners of property situated in the subdivision, to take action to enforce the aforesaid covenants, terms, conditions, restrictions and/or limitations shall under no condition be construed as a waiver of their respective right to do so and shall not constitute any form of estoppel against any of said persons, unless such waiver or estoppel shall be made in writing.

10.2 Remedies Cumulative. The remedies set forth in Paragraph 10.1 shall be cumulative and in addition to those set forth hereinabove in Paragraph 3.

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11. MISCELLANEOUS.

11.1 Partial Invalidity. The provisions of this declaration shall be deemed to be severable and neither the invalidation of any one of these covenants, terms, conditions, restrictions and/or limitations or any part thereof, by judgment or court order, nor the abandonment or waiver thereof, shall in any wise affect any of the other provisions which shall remain in full force and effect.

11.2 Annexation. Additional residential properties and common areas may be annexed to the properties herein described with the consent of seventy-five (75%) percent of each class of members.

11.3 Captions. The captions of the various paragraphs of this declaration are for convenience only and are not to be construed as a part of the terms or provisions hereof.

IN WITNESS WHEREOF, the undersigned, being the declarants and owners of all of the properties hereinabove described have hereunto set their hands and seals on this the 14th day of September, 1990.

OWNER: 225 PROPERTIES, a Co-Partnership

by: J. Earle Malone
J. EARLE MALONE, Its Managing Partner

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that J. EARLE MALONE, whose name is signed as Managing Partner of 225 PROPERTIES, a Co-Partnership, who is known to me, acknowledged before me this date that, being informed of the conveyance, he in his capacity as such Managing Partner, and with full authority, executed the same voluntarily for and as the act of said co-partnership.

Given under my hand this the 14th day of September, 1990.



Cathy Kelley
NOTARY PUBLIC
My Commission Expires July 29, 1991

THIS INSTRUMENT PREPARED BY:

RICHARD C. LACEY
Attorney at Law
P.O. Drawer 1437
Fairhope, AL 36533

RECORD FEE 30.00
STATE OF ALABAMA
BALDWIN COUNTY
I CERTIFY THIS INSTRUMENT WAS
FILED AND RECORDED ON
SEP 14 12 07 PM '90
NOTARY PUBLIC
Cathy Kelley
My Commission Expires July 29, 1991