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RESTRICTIVE COVENANTS

OF

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Book 40
Page 1016-1000
Index 8

FREDERICK SUBDIVISION UNIT II

All lots in FREDERICK SUBDIVISION UNIT II, a subdivision, shall be known and designated as residential lots. No building or structure of any kind whatsoever shall be erected, constructed, placed on/or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height. Any separate building constructed for owner's private use must be constructed of the same or a compatible material, and the esthetics of same shall complement the general architecture, unless approved in writing by the Architectural Control Committee hereinafter mentioned.

1. The ground floor area of the main structure, exclusive of stoops, eaves, overhangs, open porches, carports and garages, shall not be less than 1,700 square feet in case of a one-story structure, not less than 1,350 square feet, including garage, in the case of a one and one-half story, or two and one-half story structure, unless otherwise approved in writing by the Architectural Control Committee hereinafter mentioned.

2. No lot shall be subdivided into a smaller lot(s), unless approved in writing by the Architectural Control Committee. Notwithstanding any other provision of these restrictive covenants it shall be permissible for the owner or owners, of two or more lots, with abutting side lot lines, or abutting rear lot lines, to join said lots into one tract and resubdivide the same into the same or a less number of lots, provided that such new lot, or lots, shall be not smaller than the smallest of the lots thus joined together, and that such resulting lot or lots shall be subject to all these restrictive covenants.

3. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

4. No lot shall be subdivided, no building, structure, fence, or swimming pool shall be erected, constructed, placed or altered

BOOK 40 PAGE 1016

on any lot in said Subdivision until:

- (a) Two copies of the proposed lot subdivision plan have been submitted to, and approved in writing by the Architectural Control Committee.
- (b) Two copies of the final building or construction plans, specifications and plot plan showing the location of such buildings, structures, fence or pool, have been submitted to, and approved in writing by the Architectural Control Committee hereinafter mentioned as to its size, external design with the existing structures in the neighborhood, and as to location of the building, structure, fence or pool with respect to the topography and finished ground elevation and
- (c) Such Architectural Control Committee shall have indicated its approval by causing one copy of said plans specifications and plot plan or proposed lot subdivision plan to be endorsed to such effect and signed by a member of such Committee.

5. The Architectural Control Committee shall be composed of two or more members as follow: PAUL A. FREDERICK, III, and PIERCE E. FREDERICK. All appropriate lot subdivision plans, building or construction drawings shall be submitted to the Committee for approval at "29 North Section Street, Fairhope, Alabama, 36532" unless and until the Committee shall designate a different depository for filing for record in the office of the Probate Court of said County, a document making known the location of such different depository, which location shall be, at all times within the said County. The members may appoint additional members at their discretion and in the event of death or resignation of any member of said Committee, the remaining member/members shall have full authority to appoint a successor member or members, and to approve or disapprove any of the above mentioned plans, specifications or plot plans and to have and exercise all authority herein granted and given unto the said Committee. In the event said Committee or its designated representative or representatives, fail to approve or disapprove such plans, specifications and plot plans within thirty days after the same shall have been submitted to such Committee and such Committee has acknowledged receipt of same in writing or in any event, if no suit to enjoin the erection, placing, altering or construction of such building, structure, fence or pool has been commenced prior to the completion thereof, such approval will not

be required and thus neither the members of such Committee, nor the designated representatives thereof shall be entitled to any compensation for services performed pursuant to this covenant.

6. No asbestos or metal siding shall be used on the exterior of any structure unless use of same be affirmatively approved in writing prior to such use by said Committee.

7. No Air-conditioning or heating unit, blower, tower, condenser, or structure shall be placed, constructed or operated between the side of any structure and the side line of the lot on which such structure is located, without the prior approval of said Committee, or its designated representative.

8. No fence, wall, hedge or other dividing structure shall be erected on or placed nearer to any street than the minimum building setback line, unless same be first approved in writing by said Committee. No side fence over six feet (6') high shall extend closer to a street than the setback line.

9. No animals, of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

10. No sign of any kind shall be displayed to the public view on any lot other than one sign of not more than six (6) square feet advertising the property for sale or rent, or signs of not more than six (6) square feet each used by a builder while house or other structure or pool is under construction on the lot.

11. No clothes line or other device used for the airing or drying of clothing shall be visible for that portion of the street directly abutting the lot upon which it is located, but shall be concealed from the public view by adequate screens of shrubbery, fences or walls.

12. These Covenants, Restrictions, and Limitations are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date hereof, after which time said Covenants, Restrictions and Limitations shall be automatically extended for

successive periods of ten years, unless an instrument signed by a majority of the then Owners of the lots in the said County, agreeing to change said Covenants, Restrictions and Limitations in whole or in part.

13. If the Declarant, or its successors or assigns, or any such future Owner or Owners, or the successors, heirs, or assigns of any such Future Owner or Owners shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons 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 Covenants and, either to prevent such violations.

14. Invalidation of any one of these Covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

15. Amendments: Any or all of the restrictions herein may be annulled, amended, or modified at any time by an instrument executed by the Owner or Owners of the majority of the lots in said Subdivision; providing, however, that no amendment which places an additional burden or restriction on lots in said Subdivision shall bind any lot, the Owner of which does not join in said amendment.

16. Oil and Mineral Operations: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil well, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for or used in boring for oil or gas shall be erected, maintained or permitted upon any lot for any purpose whatsoever. Developer will reserve mineral rights.

We, the undersigned Owners/Developers do hereby accept the within as the restrictive covenants of FREDERICK SUBDIVISION UNIT II as recorded in Map Book 10 Page 119 County Court House, Bay Minette, Baldwin County, Alabama.

IN WITNESS WHEREOF, we have hereunto set our hands and
seals this the 27th day of October, 1981.

Paul A. Frederick III (SEAL)
PAUL A. FREDERICK, III

Pierce E. Frederick (SEAL)
PIERCE E. FREDERICK

Maxine J. Frederick (SEAL)
MAXINE J. FREDERICK

Jeanne G. Frederick (SEAL)
JEANNE G. FREDERICK

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Margaret A. Mullen a Notary Public in and for
said county and said state, hereby certify that PAUL A. FREDERICK,
III, and MAXINE J. FREDERICK, husband and wife, whose names are
signed to the foregoing instrument as Owner/Developers and who
are known to me, acknowledged before me on this day that, being
informed of the contents of said instrument, they executed the
same voluntarily on the day the same bears date.

Given under my hand and seal this 27th day of October, 1981.

Margaret A. Mullen
NOTARY PUBLIC

My commission expires:

3-24-84

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Margaret A. Mullen a Notary Public in and for said
county and said state, hereby certify that PIERCE E. FREDERICK
and JEANNE G. FREDERICK, husband and wife, whose names are signed
to the foregoing instrument as Owner/Developers and who are known
to me, acknowledged before me on this day that, being informed
of the contents of said instrument, they executed the same
voluntarily on the day the same bears date.

Given under my hand and seal this 27th day of October, 1981.

Margaret A. Mullen
NOTARY PUBLIC

My commission expires:

3-24-84

THIS INSTRUMENT PREPARED BY:
JOHN V. DUCK
ATTORNEY AT LAW
FAIRHOPE, ALABAMA