

RESTRICTION INDENTURE

For

FREDERICK SUBDIVISION

WHEREAS, the undersigned, is the sole owner of a real estate subdivision plat known as FREDERICK SUBDIVISION, being a subdivision of the replat of the South Half of Block 22 and part of Block 23 of Volanta Subdivision, which said replat of FREDERICK SUBDIVISION is recorded in Map Book 8, Page 80 in the Probate Office of the Judge of Probate of Baldwin County, Alabama, and within the corporate limits of the City of Fairhope, Baldwin County, Alabama.

WHEREAS, ESTHER P. FREDERICK, the sole owner of the said property, makes this indenture, and she has the right to convey the said premises or any lots thereof; and

WHEREAS, the said Party now desires to impose on said premises certain easements, conditions, restrictions, reservations and limitations:

NOW, THEREFORE, in consideration of mutual advantages to accrue to the owner of the premises comprising the said subdivision at the time of its recording in the Office of the Judge of Probate of Baldwin County, Alabama, as well as the future owners of the premises, there are hereby imposed on said subdivision certain easements, conditions, restrictions, reservations, and limitations, which are hereby made a part of the plat of said FREDERICK SUBDIVISION, to-wit:

1. LAND USE AND BUILDING TYPE

All of the lots shown on said map shall be known and designated for residential purposes. No. structure shall be erected, altered, placed, or permitted to remain on any lot other than one residential dwelling not to exceed two stories in height.

2. ARCHITECTURAL CONTROL

No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plat showing the location of the structure have been approved by the architectural control agent, being, MAJOR HOMES, INC., a corporation, or its designated agent, as to the quality of workmanship and materials, harmony of external designs with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line unless similarly approved. In case no building is erected on any lots by grantee, such grantee is to maintain and properly care for the appearance of and keep free from unsightly accumulations, weeds, debris, and other waste matter.

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3. DWELLING COST, QUALITY, AND SIZE

No dwelling shall be permitted on any lot having less than 1100 square feet of heating and cooling space or costing less than \$20,000.00, based upon cost levels prevailing on the date these covenants are recorded, it being the intent and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling site. The first floor area of the main structure, exclusive of one story open porches and garages, shall not be less than 1100 square feet for a one-story dwelling, and not less than 1000 square feet in the case of a one and one-half or two-story structure, and all buildings shall be of brick, or brick veneer, rock or its equivalent, it being understood that if 50% of the outside exposed to the weather is of brick, brick veneer, rock, or its equivalent, it shall be considered as qualifying and coming within this provision.

4. BUILDING LOCATION

No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines allowed by the City of Fairhope or on the recorded plat. No building shall be located nearer than 10 feet to an interior lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot. All easements, as shown, shall be, and the same are hereby set aside and reserved for the electrical, water, and gas mains, sewer and other subdivision essentials and facilities.

5. NUISANCES

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

6. TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

7. SIGNS

No signs of any kind shall be displayed to the public eye on any lot except one professional sign of not more than four square feet, one sign of not more than sixteen square feet advertising the property for sale or signs used by a builder to advertise the property during the construction and sales period.

8. LIVESTOCK AND POULTRY

No animals, livestock, or poultry 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 purposes.

9. GARBAGE, REFUSE, AND DEBRIS

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. Rubbish, trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage of such materials shall be kept in a clean and sanitary condition.

GENERAL PROVISIONS. TERM

THESE covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

ENFORCEMENT

Enforcement shall be by proceedings at law or in equity against any person or persons violating, or attempting to violate, any covenant either to restrain violation or to recover damages.

SEVERABILITY

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

RESERVATIONS AND INTERPRETATIONS

These covenants shall run with the land and shall be construed as real covenants. The declarant hereby reserves unto herself and to her heirs and assigns, the right to alter, modify, amend, or annul any of the covenants or all of the covenants and/or restrictions herein imposed by written declaration on any of the portions of the land affected hereby.

Esther P. Frederick
ESTHER P. FREDERICK

APPROVED BY MAJOR HOMES, INC.

By: *Jack E. Pope* 11-5-73
Secretary - Treasurer

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STATE OF ALABAMA

BALDWIN COUNTY

I, the undersigned, a Notary Public in and for said state and county, hereby certify that ESTHER P. FREDERICK, whose name is signed to the foregoing Restrictions, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Restrictive Covenants, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 14th day of November, 1973.

John H. Kerr
NOTARY PUBLIC, BALDWIN COUNTY, ALABAMA

My commission expires:

9-6-76

STATE OF ALABAMA,
BALDWIN COUNTY

I certify that this instrument was filed on

NOV 16 1973 8 A.M.

and that no tax was collected. Recorded in misc

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By 512 Judge of Probate

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