

State of Alabama
County of Baldwin

DECLARATION OF RESTRICTION AND COVENANTS OF CHAMBERLAIN
TRACE – UNITS 1 - 4

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Restrictions and Covenants is made, adopted, published and declared this _____ day of _____, 200__, by Chamberlain Development, L.L.C., hereinafter referred to as "Owner";

WITNESSETH:

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

- Chamberlain Trace – Units 1 - 4, according to plat thereof recorded in Slide 2004-F, of the records in the office of the Judge of Probate Court of Baldwin County, Alabama.

WHEREAS, the undersigned 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 and improvement of the subdivision and each lot thereon;

NOW, THEREFORE, the undersigned do hereby impose the following restrictions:

1. RESIDENTIAL USE ONLY: All lots in the subdivision shall be known and described as residential lots. No lot may be improved, used or occupied for other than private residence purposes, and no flat, duplex, apartment house, group apartment, or condominium, though intended for residence purpose, may be erected thereon.

2. ARCHITECTURAL CONTROL COMMITTEE AND PROCEDURE: No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee relation to such lot as to the quality of workmanship and materials, harmony of exterior design with existing structures, conformity to the architectural standards and as to location with respect to topography and finish grade.

The owner or builder shall submit two (2) sets of complete plans and specifications, along with a plot plan or survey, to the Architectural Control Committee prior to any construction. The Committee's approval or disapproval as required in these covenants shall be in writing, but in the event the Committee fails to forward a letter or other communication signifying approval or disapproval within thirty (30) days after the date the plans are submitted, the approval will not be required and the related covenants shall be deemed to have been fully complied with.

3. BUILDING LOCATION: No building on any corner lot shall be located nearer than 20 feet to the lot line fronting any street, without the written approval of the Architectural Committee. No building shall be located on any other lot nearer than 30 feet to the front lot line, without the written approval of the Architectural Committee. No building shall be located nearer than 10 feet to an interior lot line; additionally, as to a building on any interior lot such building shall be located so that the sum of the distance from the building to the interior lot line on one side plus the distance from the building to the interior lot line on the other side shall be a minimum of 20 feet. A minimum 5 foot side yard shall be permitted for an accessory building located 40 feet or less from the rear property line. No dwelling shall be located on any lot nearer than 10 feet to the rear lot line. For the purpose of this covenant, eaves, and steps shall not be considered as part of a building; provided, however, that this shall not be constructed to permit any portion of a building on a lot to encroach upon another lot. The building location must also comply with any applicable zoning ordinances unless a special exception is obtained from the appropriate governmental agency and approved by the Architectural Committee. The building location must also comply with any setback line shown on the Plat unless special exception is obtained from the Architectural Committee.

4. RESUBDIVISION: Except as hereinafter provided, no building or any part thereof, of any character, may be erected or maintained on any part of a lot which is subdivided subsequent to the date hereof. Where a lot which is subdivided and all of its parts are combined with adjacent entire lots, a building may, with the approval of the Architectural Committee, be erected and maintained on each of the lots as so combined even though a portion of such building may be located on a part of such subdivided lot, but each resulting combined lot shall be subject to these restrictions as fully and completely as if shown on the subdivision plat as a single lot. Where a portion of a lot, which portion is less than ten percent (10%) of the total area of the lot, is conveyed to the owner of the lot adjacent to such portion, a building may, with the approval of the Architectural Committee, be erected and maintained on the remaining portion of such lot, which remaining portion of the lot shall be subject to these restrictions as fully and completely as if shown on the subdivision plat as a separate lot.

5. OFFENSIVE ACTIVITIES, ETC: No trade or business activity of any kind shall be carried on upon any lot, nor shall any noxious or offensive activity be done thereon which shall be or become an annoyance or nuisance to the neighborhood. No outside clothes lines shall be permitted in the subdivision unless screened in such a manner as not to be visible from adjacent lots or streets. No part of Chamberlain Trace –

Units 1 - 4 shall be used for ingress and egress to property outside the subdivision without approval of the Architectural Control Committee.

6. TRAILERS, ETC: No trailer, mobile home, basement, tent, shack, garage, barn, or other outbuilding erected on any lot shall at any time be used as residence, temporarily or permanently, nor shall any structures of a temporary character be used as a residence. House trailers, mobile homes, motor homes, campers, and/or trailers may be kept on the premises only if kept either within a fully enclosed garage or under a carport not visible from any public street. No boat 25 feet in length, or larger, may be kept on the premises and all smaller boats must be kept on trailers in the rear yard not visible from any public street, or within a garage or carport not visible from any public street.

No automobile shall be left on any road right of way over night.

Any metal outbuilding must be concealed behind a privacy fence or hedge such that the metal outbuilding will not be visible from the public street or from the adjacent lots.

Any satellite dish must be concealed behind a privacy fence or hedge such that the satellite dish will not be visible from the public street or from the adjacent lots.

7. TYPE AND SIZE OF BUILDINGS: No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling, which shall be not more than two and one-half stories in height, and shall have habitable area, exclusive of basements, open porches, and garages, of at least 2,000 square feet, with at least 1,200 square feet on the ground floor if it be more than one story in height; provided, that a detached garage, or other outbuilding may be erected or permitted to remain upon any lot if the written approval of the Architectural Committee is first obtained.

All dwellings must contain a garage or carport, which shall not have a flat roof. No garage or carport may face or open to any street, except in the case of corner lots, and then only with the written approval of the Architectural Committee. All exterior colors must be approved by the Architectural Committee.

All dwellings shall be primarily brick or stucco exterior, with siding accents limited to no more than 25% of the total area of all outside walls. All chimneys must be finished with brick, stucco, or siding. No metal pipe chimneys are allowed, unless a gas fireplace is used. A minimum roof pitch of 8/12 will be required for all dwellings.

Concrete sidewalks and driveways are required for each individual lot. The concrete sidewalk and driveway for each lot shall be completed prior to the respective house being occupied and shall be constructed at the owner's expense.

8. ANIMALS: Dogs, cats, and other domesticated animals, not exceeding four (4), ~~of which there shall be no more than two (2) dogs~~, 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 neighborhood. No other animal or fowl shall be kept or maintained on any part of said property. All owners shall clean up all droppings from said pets. Dogs must be restrained with leashes while accompanying owner or other persons through neighborhood.

9. GARBAGE DISPOSAL CONTAINERS AND EQUIPMENT: No lot shall be used as a dumping ground for rubbish, and all debris and trash from clearing or construction must be immediately removed. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage of disposal of such material shall be kept in a clean, sanitary condition.

No blowing or discarding of grass clippings or other yard material into street, culverts or drainage ditches.

10. FENCES, WALLS, HEDGES AND ORNAMENTAL STRUCTURES: No hedge shall be located nearer than the front property line of any lot than ten (10) feet to the rear of the front dwelling on such lot without the written approval of the Architectural Committee; and no fence, wall or ornamental structure, other than which is an integral part of the dwelling itself, shall be constructed upon any portion of any lot without the prior written approval of the Architectural Committee.

No exposed concrete block or concrete shall be utilized in the construction or 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 Developer. Bright aluminum window frames will not be approved.

All mailboxes shall be of wrought iron type, and shall be constructed only upon approval of the Architectural Control Committee.

All fencing visible to a street will be wood privacy fencing no more than six (6) feet in height. No exposed runners on privacy fences are permitted. Shadow box wood fence is preferred. All fences with lake view shall be picket along the property line facing the lake.

11. SOD YARDS: Immediately after the construction of the initial dwelling on a lot, the front and side yards of such lot shall be fully grassed by the application of solid sod, and not sprigged or partially sodded. Additionally, the sod should continue a minimum of twenty-five (25) feet beyond the rear of the dwelling.

12. SIGNS: No sign of any kind shall be displayed to public view on any lot except one professionally lettered sign not more than four (4) square feet in size, which may advertise the property for sale ~~or rent~~; except during the construction period, an additional sign may be erected by the builder and a security service sign shall also be

allowed when applicable. Neighborhood event signs are permitted but must be removed as soon as possible after the said event.

13. DETENTION AREA: There exists in the said subdivision a detention pond, which is for the exclusive purpose of drainage retention. The detention pond is not for swimming or other recreational purposes. The detention pond, and common areas, surrounding it, shall be maintained by the Homeowner's Association as set forth in paragraph 20 herein.

14. EASEMENTS: All 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 undersigned Owner of the subdivision 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 roads and 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 fences, drainage and/or utility easements, if any, with full right of ingress and egress to any from said streets and roads and easements across adjoining property; and the undersigned 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 convenient therewith.

15. AMENDMENT OR MODIFICATION OF RESTRICTIONS: Any of all of the restrictions or requirements hereinbefore set forth may be annulled, amended, or modified at any time by an instrument executed by the owner or owners of not less than seventy-five (75%) percent of the lots in said subdivision, which said instrument shall be acknowledged by each such owner signing same and shall be filed for record in the office of the Judge of Probate of Baldwin County, Alabama; PROVIDED, that no amendment shall place an additional burden or restriction or requirement on any lot in said subdivision the owner of which does not join in said amending instrument.

PROVIDED, FURTHER, that the provisions of these restrictions, concerning provision, effectuation, and enforcement of storm water detention pond requirements of the City of Baldwin, and particularly those contained in the succeeding Article 19 hereof, wherein Chamberlain Trace Homeowner's Association is charged with the duty of maintaining the detention pond for storm water drainage, shall not be amended, modified, changed or annulled, but shall remain perpetually.

16. VIOLATIONS: Any violation of these covenants shall not act as a cloud upon the title of the property concerned and title shall not be forfeited as a result of such violation.

17. ENFORCEMENT: If any person or persons shall violate or attempt to violate any of the restrictions contained herein, it shall be lawful for any member of the Architectural Committee 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, either to prevent him or them from so doing or to recover damages for such violation.

18. HOMEOWNER'S ASSOCIATION: There has been formed a homeowner's association for said subdivision, the name of which is Chamberlain Trace Homeowner's Association, Inc. (the "Association"). Said Association shall, among other things, hold title to and be responsible for the maintenance of any decorative fences, street islands, detention pond for storm water drainage and other common areas within the boundaries of said subdivision. Among the purposes of such Association shall be the establishment of rules and policies with respect to the use and maintenance of all of said common areas.

The Association shall be responsible for maintaining all streets in the subdivision and all utilities serving the subdivision to the extent that the same are not maintained by the county or a unit of local government in which the subdivision is located or, in the case of utilities, including, without limitation, all utility trench maintenance, including settling and washouts and, after the Owner's responsibility therefore ceases, the street lights and supporting structures.

All the owners of lots within the subdivision must be members of the Association. Each lot owner, by acceptance of a deed to such lot, whether or not it shall be so expressed in such deed, shall automatically become a member of the Association and shall be deemed to covenant and agree to pay the Association the following;

- a. Annual General Assessments as herein described; and
- b. Special Assessments for capital improvements, repairs or other expenses which exceed the Annual General Assessment as described; and

all such assessments, together with interest thereon and the costs of collection thereof, including a reasonable attorney's fee as hereinafter provided, shall be the personal obligation of such lot owner and shall be a charge and lien on the lot against each such assessment is made.

Each year the Association shall estimate the cost of the maintenance and operation of common areas, together with such other expenses as it deems necessary for current operations. Such estimate shall be deemed the Annual General Assessment. Upon the purchase of a lot in the subdivision, the lot owner shall pay the sum of \$25.00 per quarter for maintenance fees for the common areas of the subdivision. This obligation will continue until the Chamberlain Trace Homeowner's Association has been organized, and has met and set an amount for annual dues.

From time to time the Association may determine the cost of necessary capital improvements, major repairs and necessary expenses not provided for in the Annual General Assessment. Such costs shall be deemed a Special Assessment.

Each lot of the said subdivision, whether improved or unimproved, shall be assessed, its pro rata share of the Annual General Assessment and any Special Assessment; provided, however, Owner and the initial purchaser of a lot (e.g. the entity who purchases from Owner) shall not owe or be assessed any part of the General Assessment or any Special Assessment for three (3) months from the date of recordation of the plat. However a builder who purchases a lot in the subdivision for the purpose of building a home to sell to the general public will be exempt from paying any assessments set out herein.

By a vote of two-thirds (2/3) of the directors, the Board of Directors of the Association shall fix the Annual General Assessment and any Special Assessment upon the basis provided above. The Board shall set the date each such assessment shall become due and may provide for the collection of the assessments in monthly installments; provided, however, that upon default in the payment of any one or more installments, the entire balance of said assessment may, at the option of the Board, in its sole discretion, be accelerated and declared to be due and payable in full.

The lien for unpaid assessments shall be effective from and after the time of recording in the Records of the Office of the Judge of Probate, Baldwin County, Alabama, a claim of lien stating the lot number, the name of the record owner, the amount due, and date when due. Such claim of lien shall include only sums which are due and payable when the claim of lien is recorded and shall be signed and verified by an officer or agent of the Association.

Upon full payment of all sums secured by the lien, the party making payment shall be entitled to a recordable satisfaction of lien. All such liens shall be subordinate to any lien for taxes, the lien of any mortgage of record, and any other lien recorded prior to the time of recording or claim of lien filed by the Association.

Any lot owner, prospective purchaser of a lot, or holder of a mortgage or other lien on any lot may, at any time, obtain from the Association a certificate showing the amount of unpaid assessments pertaining to such lot. The Association shall provide such certification within ten (10) days after request therefore. Any person, other than the lot owner at the time of issuance of any such certificates, may rely upon such certificate, and such person's liability for unpaid assessments shall be limited to the amounts set forth in such certificate.

Any entity, its successors and assigns, obtaining title to a lot as a result of foreclosure of a first mortgage or vendor's lien, shall not be liable for assessments which became due prior to the foreclosure. Such unpaid share of assessments shall be deemed an expense of the Association to be collected as a part of future Special Assessments.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a percentage rate established by resolution of the Board of Directors with notice of such rate to be given to each lot owner in a manner to be designated by said Board.

The Association may bring an action at law against the lot owner personally or may foreclose the lien created by the terms of this document in accordance with the statutory provisions of the laws of the State of Alabama then in effect for the foreclosure of mortgages. Proceeding against the lot owner personally shall not be deemed a waiver of the right to foreclose the lien. No owner may escape liability for assessments provided for herein by the abandonment of transfer of such owner's lot.

IN WITNESS WHEREOF, Chamberlain Development, L.L.C., has caused this instrument to be executed in its name and on its behalf by its officers thereunto duly authorized on the date set out in the acknowledgement below.

CHAMBERLAIN DEVELOPMENT, L.L.C.

CHARLES A. MACLAY, Member

RANCE RHEEL, Member

JAMES R. RAY, Member

State of Alabama
County of Mobile

I, the undersigned notary public in and for said state and county, hereby certify that Charles A. Maclay, whose name as Member of Chamberlain Development, L.L.C., 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 officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and notarial seal on this the _____ day of _____, 200__.