

RIVERWOOD

THE STATE OF ALABAMA,)
BALDWIN COUNTY.)

Recorded in Misc. Book 017,
Pages 357-60, in the Office
of the Judge of Probate of
Baldwin County, Alabama

KNOW ALL MEN BY THESE PRESENTS, That ROY SPIVEY and EVALYN S. SPIVEY are the owners of all the lots as shown in plat of survey of RIVERWOOD SUBDIVISION as recorded in Map Book 5, page 161, in the office of the Judge of Probate of Baldwin County, Alabama.

Said owners desire to subject all of said subdivision and all future additions to RIVERWOOD SUBDIVISION, to the covenants, terms, conditions, restrictions and limitations herein set forth:

NOW THEREFORE, the owners mutually agree that all of said property is subject to the covenants, terms, restrictions and conditions and limitations as follows:

The covenants shall run with the land and be binding upon any and all property owners until January 1, 1985 and thereafter, until changed by a vote of the owners of the majority of the lots.

In the event any lot owner violates or attempts to violate any covenant, any other lot owner may proceed at law or in equity against said violator.

In validation of a covenant shall not affect any other provision.

A-1. No lot may be sub-divided into smaller lots, nor used as a public street, right-of-way or thoroughfare, nor used for other than residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling, utility buildings, a private garage and building for servants quarters, which shall be occupied only by persons employed by the family living in the main dwelling, and boat houses. No boat house may be used as living quarters.

A-2. No building shall be erected, placed or altered until the construction plans and specifications, showing the location have been approved by the architectural control committee as to

quality of workmanship, materials, harmony of design with existing structures and location with respect to topography and elevation.

A-3. No dwelling shall have a main floor or living area of less than ¹²⁰⁰~~800~~ sq. ft., exclusive of open porches, garages and carports.

A-4. No dwelling or building shall be erected within 50 feet of the street on front side of house nor be within 10 ft. of any other lot line (sides and rear).

A-5. No lot may be used as business site for buying, selling, or renting merchandise, service or equipment. No commercial boat of any type may be harbored at any time in said sub-division.

A-6. No open or outside toilets will be permitted, but septic tanks will be required and must meet with the approval of health authorities.

A-7. Nothing obnoxious or offensive shall be permitted, that may become an annoyance or nuisance to the neighborhood.

A-8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a resident, either temporary or permanent.

A-9. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

A-10. Animals or fowls may be kept or maintained on any lot only as a household or children's pet, and not for commercial purposes. Such children's pets may be kept as long as they do not become annoying, obnoxious, offensive, detrimental or objectionable to the community. A vote of the owners of the majority of the lots

shall determine this.

A-11. Trash, garbage or other rubbish shall be kept in sanitary containers and not dumped in the subdivision. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

A-12. Riverwood Park Area is for common or undivided ownership and use of lot owners in Riverwood Subdivision and shall be under the supervision and control of the Architectural Control Committee. The owners of the majority of the lots may, by recorded written instrument, make rules and regulations to control or govern the activities and conditions under which the park area is jointly operated. The undivided ownership of the park area conveyed with the home lot cannot be severed.

A-13. There are sixty-five numbered boat lots on the southern side of canal adjoining Riverwood Park Area, which are companion boat lots with the home lots with the same number and the ownership of the companion boat lot conveyed with each home lot cannot be severed.

B-1. The Architectural Control Committee is composed of ROY SPIVEY, EVALYN S. SPIVEY and FOREST A. CHRISTIAN, a majority of whom shall be a quorum to make decisions. In the event of the death or resignation of any member of the committee, the remaining committee members shall have full authority to designate a successor. None of the members of the committee shall be entitled to compensation for services performed. The owners of the majority of the lots may, by a recorded written instrument, change the membership of the committee and revise its powers.

B-2. The Committee's approval or disapproval as required in these covenants shall be in writing, but if it fails to act within 30 days after plans and specifications have been submitted to it,

or no suit to enjoin the construction has been commenced prior to the completion thereof, approval shall be assumed to have been granted.

C-1. Any lot owner may proceed at law or in equity to enforce these covenants as is proper under the circumstances.

C-2. All streets are public rights-of-way and for public utilities.

IN WITNESS WHEREOF, the owners have hereunto set their hands and seals this the 28th day of August, 1961.

/s/ Roy Spivey (SEAL)

/s/ Evalyn S. Spivey (SEAL)

THE STATE OF ALABAMA,)

BALDWIN COUNTY.)

I, the undersigned Notary Public, in and for said County and State, do hereby certify that Roy Spivey and Evalyn S. Spivey, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 28th day of August, 1961.

(Notary seal
affixed)

/s/ Janice L. Childress
Notary Public