

STATE OF ALABAMA
COUNTY OF BALDWIN

Abbey Ridge

DECLARATION OF RIGHTS, COVENANTS, RESTRICTIONS,
AFFIRMATIVE OBLIGATIONS AND CONDITIONS

THIS Declaration made this 12th day of March, 2007, by Elite Development LLC, an Alabama limited liability company, hereinafter called "Developer";

W I T N E S S E T H

WHEREAS, Developer is the owner of the real estate described herein (the "Property"); and

WHEREAS, Developer desires to subdivide and improve the Property and to create thereon a residential subdivision, and to provide for the preservation of the values and amenities in the Subdivision and to thereby advance the general welfare of the community; and to that end to place certain beneficial restrictions upon the Property for the purposes of insuring that it will be used for its intended purposes as set forth herein, and to prevent nuisances and impairment of the attractiveness of the Subdivision, and thereby to secure to the Owner of each Lot the full benefit and enjoyment of his home with no greater restriction on the free and undisturbed use of his Lot than is necessary to insure the same advantages to the other Owners; and

WHEREAS, Developer deems it desirable for the efficient preservation of the values and amenities in the Subdivision to create a nonprofit corporation, which shall have the power to manage, maintain and care for the Common Elements and all other powers and duties set forth herein; and

WHEREAS, for the purpose of exercising said functions, Developer has incorporated under the laws of the State of Alabama Abbey Ridge Property Owners Association, Inc., a nonprofit corporation (the "Association"), which shall be the homeowners association with respect to the Subdivision within the meaning of Sec. 528 of the United States Internal Revenue Code (the "Code"), and the Regulations thereunder;

NOW, THEREFORE, Developer hereby declares that the real estate described in Exhibit "A" attached hereto and made a part hereof, located in Baldwin County, Alabama, shall be subdivided, held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth

State of Alabama, Baldwin County
I certify this instrument was filed
and taxes collected on:

2007 April -12 10:22AM

Instrument Number 1042985 Pages 18
Recording 54.00 Mortgage
Deed Min Tax
Index 5.00
Archive 5.00
Adrian T. Johns, Judge of Probate

1042985

(A) "Association" means Abbey Ridge Property Owners Association, Inc., an Alabama nonprofit corporation, its successors and assigns.

Unless the context otherwise requires, all references herein to the Board of Directors or the Board, or to the Articles of Incorporation or Bylaws or to the President or Secretary or any other officer, shall mean, respectively, those of the Association.

(B) "Common Elements" means all portions of the Subdivision other than the Lots and the public street(s) and right(s)-of-way, including, without limitation, the Drainage System and all open spaces, landscaping, and other common areas and facilities in or appurtenant to the Subdivision, and all other property, whether real or personal, from time to time held by the Association for the common benefit and enjoyment of the Owners.

(C) "Common Expense Liability" means the liability for Common Expenses allocated to each Lot as provided herein.

(D) "Common Expenses" means expenditures made by or financial liabilities of the Association, including, but not limited to, expenditures made by or financial liabilities of the Association for the maintenance and repair of the public street(s) and right(s)-of-way in the Subdivision until the County or Municipality assumes the responsibility for the maintenance thereof, and for the management, maintenance, and care of the Common Elements, and the administration and enforcement of the rights, covenants, restrictions, affirmative obligations and conditions set forth in this Declaration, together with any allocations to reserves thereof.

(E) "County" means Baldwin County, Alabama, or, if the context so requires, an agency thereof.

(F) "Declaration" means this Declaration of Rights, Covenants, Restrictions, Affirmative Obligations and Conditions applicable to the Subdivision as recorded in the Office of the Judge of Probate of Baldwin County, Alabama, as the same may be amended from time to time.

(G) "Developer" means Crossroads, LLC, an Alabama limited liability company, its successors and assigns of its development rights in respect to the Subdivision.

(H) "Drainage System" means the storm and flood water retention areas and drainage system in the Subdivision, including all easements and rights-of-way appurtenant thereto.

(I) "Lot" means a Lot in the Subdivision as shown on the Plat.

(J) "Member" means any Person having membership rights in

(L) "Owner" means the record owner, whether one or more Persons, of a vested interest in the fee simple title to a Lot. If title to a Lot is split between estates for life or for years, and remainder, then the owner or owners of the estate having present rights to possession shall be considered the Owner for the purposes hereof. Notwithstanding any applicable theory of the mortgage, "Owner" shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title, whether subject to redemption or not, pursuant to foreclosure or any proceeding in lieu thereof. After any mortgagee, lien holder or purchaser at foreclosure sale acquires title by foreclosure or proceedings in lieu of foreclosure, he shall become the "Owner" within the meaning of this Declaration, and the mortgagor or mortgagors shall no longer be an Owner regardless of whether there is outstanding a right of redemption.

(M) "Person" means a natural person, corporation, partnership, limited liability company, association, trust, estate, fiduciary, or other legal entity.

(N) "Planning Commission" means the Baldwin County Planning and Zoning Commission, or, if a municipality has and exercises subdivision planning jurisdiction over the Subdivision, the Planning Commission of the Municipality.

(O) "Plat" means the Final Plat of the Subdivision, or, if the Subdivision is developed in phases, of each phase thereof, approved by the Planning Commission and recorded in the Office of the Judge of Probate of Baldwin County, Alabama.

(P) "Property" means the land described in Exhibit "A" hereto and all improvements thereon, and all easements, rights and appurtenances thereunto belonging. If additional land is added to the Subdivision, "Property" shall include such land and the improvements thereon when added to the Subdivision by conveyance recorded in the Office of the Judge of Probate of Baldwin County, Alabama, designating the land described therein as an addition to the Subdivision.

(Q) "Subdivision" means the Property when subdivided, laid out and platted in accordance with the Plat.

(R) "Subdivision Regulations" means the subdivision regulations of the County or Municipality applicable to the Subdivision.

All other terms used in this instrument and in the Subdivision Regulations shall have the same meanings herein as in such regulations unless the context of this instrument otherwise requires.

ARTICLE II

CREATION OF SUBDIVISION

The name of the Subdivision shall be "Abbey Ridge". The Property shall

PERMITTED USE

3.1 All Lots shall be restricted to single-family residential use; provided, however, that nothing herein contained shall prohibit an Owner from renting his house, whether on a long-term or short-term basis, as long as it is used exclusively for single-family residential purposes by the tenant; nor shall anything herein contained prohibit an Owner (or his tenant) from maintaining an office or work place in his home or an accessory building if and to the extent permitted by the Subdivision Regulations and applicable zoning ordinances; and provided, further, that until such time as Developer no longer owns any Lot in, or planned for, the Subdivision (including all planned additional phases), Developer shall have the right to maintain a sales office and/or a management office and/or one or more model homes in the Subdivision and to maintain signs therein advertising the Subdivision and to conduct its business and sales activities pertaining to the Subdivision therein and therefrom. The term "single-family residential use" or any similar term used in this Declaration refers to the character of the dwellings in the Subdivision and not to the number of persons that may own any Lot; provided, however, that no Lot shall contain more than one dwelling.

3.2 No Lot shall be further divided or resubdivided unless all portions of the Lot are used to increase the size of a Lot or Lots adjacent to the same and, if required, the Planning Commission approves such division or resubdivision. All expense of obtaining such approval and, if required, amending the Plat accordingly shall be borne by the Owner requesting such approval.

ARTICLE IV

RESTRICTIONS

4.1 Buildings.

(a) No house or other building or structure shall be erected, altered, placed or permitted on any Lot until the construction plans and specifications have been approved by (i) the Developer, or, (ii) upon termination of the period of Developer control of the Association pursuant to Section 6.7, by the Association, provided, however, that in either such case the Developer or the Association, as the case may be, may waive such requirements at any time and from time to time in general or on a case by case basis, provided that such waiver is in writing and signed by a Manager of the Developer, or, in the case of the Association, by the President or other officer or director authorized by the Board of Directors.

(b) **No house or other building or structure shall be erected, altered, placed or permitted to remain on any Lot other than one dwelling and no more than one (1) accessory building and such other structures as shall be incidental to residential use. The accessory building/structure, if any, shall be located to the rear of the lot and shall be concealed from view by a**

4.2 **Living Area.** The living area of each house shall contain not less than one thousand two hundred (1,200) square feet. The living area of the first floor of any house containing more than one story shall not be less than one thousand (1,000) square feet. In determining the number of stories in any house, the attic and basement, if any, shall not be counted. In determining the living area of any house, carports, garages and open porches shall not be counted.

No house, building or other structure on any Lot shall be occupied or used by the Owner for any purpose until the same has been substantially completed and, if required by law, a Certificate of Occupancy has been issued by the appropriate governmental authority.

4.3 **Building Set Backs.** No part of any building or other structure on a Lot (other than walls and fences permitted under Section 4.6) shall be located closer to any property line of the Lot than the minimum building set back lines shown on the Plat. The foregoing set back lines are the minimum set back lines applicable to each Lot. If the Planning Commission, or any other governmental agency or authority, requires different minimum building set back lines as to any particular Lot, the set back lines applicable to the Lot shall be the greater of (a) those shown on the Plat or as set forth above, as the case may be, or (b) those required by the Planning Commission or such governmental agency or authority.

4.4 **Water and Sewer Service.** The Owner of each Lot shall be required to connect to and use the central water distribution system and central sanitary sewage disposal system serving the Subdivision, and shall be responsible for paying all connection fees and assessments. No septic tanks will be permitted.

4.5 **Secondary Utility Service.** Each Owner shall be responsible for the installation, at his expense, of all secondary utility service to his Lot and from area to area on his Lot, all of which shall be underground.

4.6 **Walls and Fences.** No cyclone, chain link or wire fencing will be allowed. All privacy fences shall be wooden or vinyl with a maximum height of six feet. Fences will be permitted in the rear yards of the home, which extends from the rear property line to the front most plane of the house. Fences shall in no way impede the flow of storm water.

4.7 **Garages.** If there is more than one garage on any Lot, the principal garage must be attached to the house as an integral part of the house. If located on the side of the house, the principal garage may extend toward the front line of the Lot beyond the front of the house, but not closer to the front line of the Lot than is permitted under Section 4.3.

Any additional garage must be located to the rear of the rear most plane of the house, and must be designed in such fashion as to blend with the design of the house. All garages must be capable of storing two vehicles. Garage doors should remain closed at all times except during times when vehicles and equipment are

equipment, including, without limitation, compressors, and all gas meters, butane tanks and other mechanical and/or electrical devices on any Lot shall be located to the rear of the front most plane of the house.

4.9 Garbage Disposal Containers. Outside garbage disposal containers must be located to the rear of the rear most plane of the house and no closer to any property line of the Lot than the minimum building set back lines applicable to the Lot, and must be in either underground covered receptacles or visually screened from the street and adjoining Lots. All outside garbage disposal equipment and containers shall be kept in a clean and sanitary condition. No Lot shall be used as a dumping area for rubbish of any kind.

No trash or other refuse shall be kept, stored or allowed to accumulate except between scheduled pickups and in accordance with the provisions hereof. If trash or other refuse is to be picked up and carried away on a regular recurring basis, it must be placed in sanitary containers and only on the scheduled pick up date or the night before may be placed on the Lot to provide access to the Person making the pick up.

4.10 Satellite Dishes. All satellite dishes must be located to the rear of the front most plane of the house and no closer to any property line of the Lot than the minimum building set back lines applicable to the Lot, and must be visually screened from the street and adjoining Lots.

4.11 Exterior Lighting. Exterior lighting shall be recessed or directed downward and away from neighbors' yards.

No lighting shall be located so as to interfere with vehicular traffic or become a nuisance to neighbors by adversely affecting the nighttime environment of adjacent properties.

4.12 Clothes Lines. No outside clothes line shall be permitted at any time.

4.13 Signs. No signs of any kind shall be placed or maintained upon any Lot at any time by anyone, including, without limitation, the Owner, a realtor, contractor, or subcontractor, except for the following approved signs of not more than six (6) square feet: (a) one (1) "For Sale" or "For Rent" sign; (b) one (1) sign by the builder during the construction period not to exceed one hundred eighty (180) days; (c) any sign or signs required to be posted by statute, ordinance, or governmental rule or regulation, or court order; or (d) any sign which has been specifically approved in writing by the Association. The Association shall have the right to restrict the size, color, content, location, number and method of display of each approved sign. All "For Sale" or "For Rent" signs shall contain only the Lot or street number, real estate company (and individual agent if desired) and telephone number. All contractor signs shall contain only the Lot or street number, name of the Owner and/or the general contractor, and telephone number. Signs must be placed parallel to the street and may not be displayed from