

RECORD FEE 12.00
STATE OF ALABAMA
BALDWIN COUNTY
I CERTIFY THIS INSTRUMENT WAS
FILED AND TAXES COLLECTED ON

MAY 17 9 31 AM '93

DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
OF VICTORIAN VILLAGE ESTATES
BALDWIN COUNTY, ALABAMA

DEED
BY LA
RECORDED
MAY 14 1993
J. J. [Signature]
CLERK OF COURSE

STATE OF ALABAMA)
COUNTY OF BALDWIN)

This Declaration is made on the date hereinafter set forth by
Neil Liechty, Inc., hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of lots one (1) through
twenty-five (25) of Victorian Village Estates, a subdivision, the
plat of which is recorded in the Probate Records of Baldwin County,
Alabama, Slide 1398-A, and

WHEREAS, Declarant is also a principal in the owner of lands
adjacent to said subdivision upon which a "Life-Time Care" facility
is being developed, namely the Victorian Village of Fairhope, which
facility will provide certain services to the owners and occupants
of lots one (1) through twenty-five (25) and which will make its
amenities, recreational facilities, and certain services available
to said occupants in return for a monthly fee required of each
owner or occupant, and certain other special services on a per
service charge basis; and

WHEREAS; it is the intention of Declarant that each lot, one
(1) through twenty-five (25), shall be held, sold and conveyed
subject to the following restrictions, covenants, and conditions.

NOW, THEREFORE, Declarant hereby declares the same and further
declares that such restrictions, covenants, and conditions are for
the purpose of protecting the value and desirability of said lots
as well as that of the adjacent facilities of "Victorian Village
Estates" and that they shall run with the land and be binding on
all parties having any interest therein (except as herein set out)
their heirs, successors and assigns, and shall inure to the benefit
of the same.

ARTICLE 1

DEFINITIONS

Section 1. "Declarant" shall mean Neil Liechty, Inc. which is
engaged in the development of the subdivision, its successors and
assigns.

Section 2. "Owner" shall mean and refer to the record owner,
whether one or more persons or entities, of the fee simple title to
any lot in the subdivision described above, but excluding
specifically those having such interest merely as security for the
performance of an obligation, such as a mortgagee.

Section 3. "Homestead of Fairhope" is a Lifetime Care
community development consisting of garden apartments, assisted
living facilities, a conference center, restaurant, bed and
breakfast facility, barber shop and beauty salon, delicatessen, and
gift shop, certain recreational facilities such as a pool, and
certain services to the occupants of Victorian Village Estates and
the owners and occupants of lots one (1) through twenty-five (25).

Section 4. "Lot" shall refer to each of the platted lots
shown on the plot of Victorian Village Estates, a subdivision.

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ARTICLE II

RIGHTS OF OWNERS AND DECLARANTS

Section 1. Owner's rights to use of facilities. Every owner shall have a right to use and enjoyment in and to any common areas within the lifetime care facility of declarant together with the right to use of all recreational, security, services and convenience facilities located on or provided by the Lifetime Care facility together with the right to participate in any scheduled activities of the facility, which facilities shall be developed on the lands to the subdivision, subject to, however:

(a) The right of the Declarant or Homestead of Fairhope to charge a monthly fee for those facilities and services described as standard, which fee may not increase more than five percent (5%) per year. The services will be defined from time to time by the declarant by separate writing and when delivered to the owners shall become a part and parcel of the obligations undertaken by declarant by this writing;

(b) The right of the declarant or Homestead of Fairhope to set appropriate service charges for individual non-standard services which are outside the scope and definition of the standard services described above;

(c) The right of the declarant or Homestead of Fairhope to suspend the rights to use of the facilities and services described in Article II-1 for non-payment of fees and to create liens against the land and a personal obligation against the owners for the same.

Section 2. Any owner may delegate the rights described in Article II-1 above to other members of his or her household (subject to the ownership restrictions hereinafter described) even though that person is not a record title owner.

Section 3. Declarant reserves the right to restrict the sale or occupancy of lots to persons over the age of 55 years.

ARTICLE II

COVENANT TO PAY FEES

Section 1. Creation of a lien and personal obligation. Each owner of any lot, by acceptance of a deed therefore, whether or not shall be so expressed in such deed, is deemed to covenant and agree to pay to declarant the monthly fee for use of the recreational, security, service and convenience facilities of declarant on the adjacent land and to participate in any scheduled activities. Owner further covenants to pay for any special services provided by declarant according to the fee schedule established by declarant from time to time.

Such charges, together with interest at the legal rate, costs, and attorney's fees shall be a charge on the land and be a continuing lien on the property which may be enforced in the same manner as a mechanic's and/or materialman's lien for fees. Such charges shall also be the personal obligation of the owner during the time such charges are accumulating.

Section 2. Subordination of the lien to mortgages. The lien for the fees provided for herein shall be subordinated to the lien of any first mortgage or home equity line of credit. Sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such fees as to payments which came due prior to such sale or transfer. no sale or transfer shall relieve such lot from liability for any fees accumulating thereafter becoming due or from the lien thereof.

ARTICLE IV

LAND USE AND ARCHITECTURAL CONTROL

(a) No lot in this subdivision shall be used except for residential purposes. No buildings shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height with a private garage on the first level. No lots may be subsequently subdivided or any plat changed made unless approved by Declarant except that a dwelling may be placed on one lot and a portion of a second lot, but no dwelling shall be placed on less than a complete lot.

Fence ✓
(b) All homes or buildings and any fencing placed on lots within the subdivision shall be of a Victorian theme complementary to the Victorian Village of Fairhope and exterior design and color must be approved in writing by Declarant.

(c) No one story residential structure shall be less than fourteen hundred (1,400) square feet exclusive of open porches, carports or garages and no two story structure shall have less than sixteen hundred (1,600) square feet exclusive of open porches, carports or garages, but the ground floor shall have not less than one thousand (1,000) square feet exclusive of open porches, carports or garages.

(d) All setback lines shall be in compliance with the zoning ordinances of the City of Fairhope, Alabama.

(e) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a resident either temporarily or permanently unless used as a construction office while a structure is under construction in the subdivision.

(f) No resident may be used for commercial activities.

ARTICLE V

GENERAL PROVISIONS

Section 1. Enforcement. The Declarant or any owner shall have the right to enforce, by any proceeding at law or equity, all restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed by the provisions of this declaration. Failure by either the Declarant or any owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment of any court of competent jurisdiction shall in no way affect any other provision which will remain in full force and effect.

Section 3. Amendments. The covenants and restrictions of this declaration shall run with the land for a period of twenty (20) years from the date this declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years. This declaration may be amended during the first seventy-five (75%) of the owners of lots together with Declarant and shall become effective upon the recordation of the same in the Probate Court of Baldwin County, Alabama.

ARTICLE VI

ADDITIONAL RESTRICTIONS

(a) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done on it that may be or may become an annoyance or nuisance to the neighborhood.

(b) 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, however, that they are not kept in such numbers as to be an annoyance or nuisance to other owners in the subdivision, and that they are not permitted to run at large.

(c) No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition out of view of neighbors and passers by.

(d) No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent or used by a builder to advertise the property during the construction and sale period. Also, a permanent identification sign with the name of the subdivision on it shall also be allowed.

(e) No exploration or drilling for oil, gas or other minerals, and no oil refineries of any kind shall be permitted or allowed on any lot in the subdivision. Nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or under any lot.

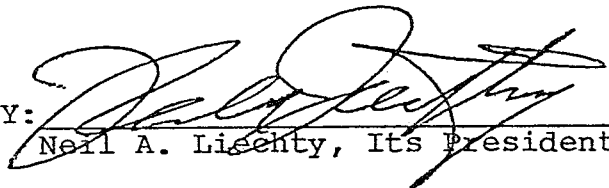
(f) All federal laws of the State of Alabama, laws of Baldwin County, laws of the city of Fairhope, and any related rules and regulations of their respective administrative agencies now and hereafter in effect with regard to sewage disposal, water supply, sanitation, and land use are incorporated herein and made a part hereof.

(g) No trailer, mobile home, camper, motorbike, motorcycle, motorscooter, boat, boat trailer, house trailer, tractor, or commercial vehicle or any kind, or any other vehicle, machine equipment, or apparatus other than operating passenger vehicles shall be parked in any driveway or on any lot in the subdivision except in a garage or other appropriate storage area approved in advance by the Declarant.

IN WITNESS WHEREOF, Neil Liechty, Inc., a Florida corporation, has caused said instrument to be executed by its President this 14th day of May, 1993.

Neil Liechty, Inc.

BY:


Neil A. Liechty, Its President