

415-2
RECEIVED
STATE OF ALABAMA
RECORDS DIVISION
JAN 10 1964
JAN 10 1964

SEP 16 2 55 PM '92

44-38861-224-29

1. All of the provisions, the restrictions and covenants set forth herein shall affect each and all of the above described lots delineated on said map and shall run with the land and shall exist and be binding upon all parties and all persons claiming under them for a period of 30 years from the date of recordation-hereof unless sooner annulled, amended or modified pursuant to the provisions hereof.

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2. All of the provisions, restrictions and covenants set forth herein are made for the mutual and reciprocal benefit of each and every lot owner on said plat, and shall, as to the owner of each lot in the subdivision, his heirs, successors and assigns, operate as covenants running with the land for the benefit of each and all other lots in said subdivision and their respective owners.

3. No lot shall be conveyed, devised, leased or demised at any time hereafter except as being subject to the covenants, restrictions and provisions hereof whether or not it be so expressed in the deed or other instruments of conveyance of the property, the same shall be absolutely subject to the covenants, restrictions and provisions herein contained which shall run with and be appurtenant to the land and every part thereof as fully as if expressly contained in each and every contract and conveyance of or concerning any part of the land or the improvements made thereon.

4. No permanent home containing less than 1,200 square feet in living area may be built or constructed on any lot.

5. No swine, or unpened goats, or chickens shall be kept or allowed on any lot of the subdivision.

6. No junk or unused vehicles may be kept on any lot unless stored inside a closed building; further, no household refuse shall be disposed on any lot of the subdivision.

7. No pre-built home other than new construction may be placed on any lot.

8. The entire exterior portion of any home under construction on any lot shall be completed within one year from the date of beginning of such construction.

9. No mobile home older than a 1984 model shall be allowed on any lot, unless approved by the R.E.N. COMPANY. No mobile home smaller than 720 square feet in size may be placed on any lot at any time. No mobile more than ten years old may be brought on to any of said lots.

10. No commercial trade or activity shall be conducted on any lot of the subdivision without written consent of THE R.E.N. COMPANY.

11. Any mobile home placed on any lot of the subdivision must have mobile home skirting to the ground of the same type material or equivalent to the construction of the home.

12. Only one mobile home or one permanent residence may be placed on any lot. No more than two buildings shall be placed on any lot, excluding exterior garages.

13. No dirt excavating or removal of dirt shall be allowed on any lot of the subdivision, other than for developmental purposes on SYCAMORE PLACE lots and roadways.

14. Private road maintenance shall be the responsibility of the road's abutting lot owners.

15. No building or any part thereof, in Unit 1, shall be erected closer than 100 feet to any lot line that abuts the public improved roadway and 20 feet from any other lot line and no building or any part thereof, in Unit 2, shall be erected closer than 50 feet to any lot line that abuts the public improved roadway and 20 feet from any other lot line.

16. Anything to the contrary herein notwithstanding, the owner of a lot within the subdivision may use a recreational vehicle for residential purposes only on his lot for a period not to exceed 30 days of continuous use. Any such period of residential use must be broken by a period of at least two weeks before a recreational vehicle may be brought back on the lot for such residential use.

17. If the parties hereto or any of them or their heirs, executors, successor, administrators or assigns or any such future owner or owners of any lots or lots within the subdivision or any of their heirs, executors, successors, administrators or assigns shall violate or attempt to violate any of the covenants, restrictions and/or limitations herein contained, it shall be lawful for any person or persons owning any real property situated in the subdivision

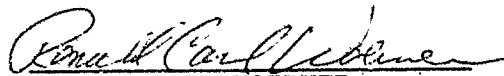
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to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate the same to prevent such person or persons from so doing or to recover damages for such violations or attempted violations.

18. Invalidation of any one of these covenants and/or limitations or any part thereof by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and affect.

19. Any one or all of the covenants and restrictions heretofore set forth may be annulled, amended or modified at any time by instruments executed by the owners of not less than 75% or by provisions set forth above, of the property in said subdivision, which said instrument shall be acknowledged by each of the persons signing the same and should be filed and recorded in the Office of the Judge of Probate of Baldwin County, Alabama; provided, however, that no annulment, amendment or modification shall place an additional burden or restriction on any lot in said subdivision, the owner of which does not join in said amending instrument.

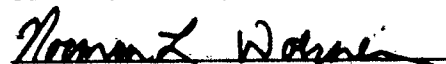
IN WITNESS WHEREOF, THE R.E.N. COMPANY, a general partnership, has hereunto caused its owners names to be signed duly authorized on this the 12th day of August 1992


RONALD CARL WOERNER


PEARL N. WOERNER


EDWARD E. WOERNER


PATRICIA S. WOERNER


NORMAN L. WOERNER


CATHERINE WOERNER

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that RONALD CARL WOERNER, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this, the 12th day of August, 1992.

Wivian Shaver Wallace
NOTARY PUBLIC

NOTARY PUBLIC, STATE OF ALABAMA AT LARGE;
MY COMMISSION EXPIRES: JULY 3, 1994.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that PEARL N. WOERNER, whose name 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this, the 12th day of August, 1992.

Wivian Shaver Wallace
NOTARY PUBLIC

NOTARY PUBLIC, STATE OF ALABAMA AT LARGE;
MY COMMISSION EXPIRES: JULY 3, 1994.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that EDWARD E. WOERNER, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 12th day of August, 1992.

Wivian Shaver Wallace
NOTARY PUBLIC

NOTARY PUBLIC, STATE OF ALABAMA AT LARGE;
MY COMMISSION EXPIRES: JULY 3, 1994.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that PATRICIA S. WOERNER, whose name 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 12th day of August, 1992.

Wivian Shaver Wallace
NOTARY PUBLIC

NOTARY PUBLIC, STATE OF ALABAMA AT LARGE;
MY COMMISSION EXPIRES: JULY 3, 1994.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify the NORMAN L. WOERNER, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 12th day of August, 1992.

William Hoover Wallace
NOTARY PUBLIC

NOTARY PUBLIC, STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: JULY 3, 1994.
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that CATHERINE WOERNER, whose name 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 12th day of August, 1992.

William Hoover Wallace
NOTARY PUBLIC

NOTARY PUBLIC, STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: JULY 3, 1994.
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS

THIS INSTRUMENT WAS PREPARED BY:
THE R.E.N. COMPANY
P.O. BOX 419
Elberta, AL 36530

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