

RECORD FEE 51.50
STATE OF ALABAMA
BALDWIN COUNTY
I CERTIFY THIS INSTRUMENT WAS
FILED AND TAXES COLLECTED ON

MAR 6 12 28 PM '95

STATE OF ALABAMA:
COUNTY OF BALDWIN:

DEED MORTGAGE
RECORDED IN 11-03-94 1-95 35-57
JUDGE OF PROBATE

DECLARATION OF COVENANTS, CONDITIONS,
LIMITATIONS & RESTRICTIONS
OF
EAST BEAR CREEK III

WHEREAS, MEYER PROPERTIES, INC., an Alabama corporation, (hereinafter referred to as "Developer" or "Meyer Properties"), is the owner of certain real property located in Baldwin County, Alabama, particularly described and shown on subdivision plat of "East Bear Creek III" prepared by Volkert & Associates, Inc., Engineers, dated 11-03-94 and revised 1-95 and recorded on Slide 1542A of the records in the Office of the Judge of Probate of Baldwin County, Alabama; and

WHEREAS, Developer is in the process of causing said real property to be subdivided into a subdivision of low density residential housing to be known as "East Bear Creek III"; and

WHEREAS, Developer, for itself, its successors and assigns, except as provided hereinbelow, desires to and hereby does restrict the use of said real property in the manner hereinafter set forth for the purpose of preserving its character and value;

NOW THEREFORE, Developer, in making this Declaration, does hereby DECLARE that the said real property is and shall be held, conveyed and be subject to all covenants, conditions, restrictions, limitations and easements, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties at any time having any right, title or interest in the described property or any part

MICROFILM 0235

thereof, their respective heirs, successors, personal representatives and assigns, and, except as provided herein, shall inure to the benefit of each Owner thereof; and each and every such future Owner shall, by virtue of becoming such an Owner, accept and agree with Developer and with each other Owner or future Owner of any of said property, that the following covenants, conditions, limitations and restrictions shall apply to said subdivision.

1. Definitions:

- (a) "East Bear Creek III", "East Bear Creek III Subdivision" or "Subdivision" shall mean and refer to the residential subdivision as shown on the East Bear Creek III Subdivision Plat.
- (b) "East Bear Creek III Subdivision Plat" or "Plat" shall mean and refer to the subdivision plat of "East Bear Creek III" prepared by Volkert & Associates, Inc., Engineers, dated 11-03-94 and revised 1-95 recorded on Slide 1542A of the records in the Office of the Judge of Probate of Baldwin County, Alabama;
- (c) "Property" shall mean and refer to that certain real property described and shown on the Plat.
- (d) "Lot" or "Lots" shall mean and refer to each of the numbered Lots, in said Subdivision, but not include parcel described as future right of way.
- (e) "Golf Course Lots" shall mean and refer to Lots 1 through 5, inclusive, as shown on the Plat.

MIN-0082 PAGE 0236

(f) "Owners" or "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of title to the surface of any Lot that is a part of the Property, but excluding anyone having an interest therein merely as security for the performance of an obligation.

(g) "Architectural Review Committee" or "Committee" shall refer to and mean the Architectural Review Committee as hereinafter established.

(h) "Permissible Building Area" is defined in Paragraph 7 hereof.

2. Usage: The Property shall be used only for low density single family residential and related purposes. There shall be only one residence on any one Lot. No trade or business use will be permitted or conducted from or on any Lot. None of the lots shall at any time be divided into as many as two building sites and no building site shall be smaller in area than the area of the smallest lot in the subdivision. A single lot together with contiguous portion or portions of one or more lots in this subdivision may be used for one building site. No building or structure or any part thereof shall be erected or maintained nearer the side boundary of such integral than ten (10) feet.

3. Aesthetics: It is the intent of Developer to provide that each residence and all other structures and improvements placed on the Property, to the extent that Developer can legally do so, will be of such design and construction so as to ensure that all residential structures will be compatible with the overall design theme in the Subdivision.

4. Architectural Review Committee:

- (a) An Architectural Review Committee consisting of three persons shall exist and function in the manner and with the powers hereinafter set forth. Neither the Committee nor any member of the Committee shall in any way be liable to any Owner or other person or entity for any action or inaction by the Committee or any member thereof in connection with any of the covenants, conditions, limitations, restrictions and provisions of this Declaration. The initial members of the Committee shall be Wade Ward, Joseph W. Ward, Jr. and Stephen Charles Ward.
- (b) The term of service of each member of said Committee shall be five (5) years from the date hereof, provided, however, that Developer may, by written instrument duly recorded, at any time during said five (5) years remove any member of the Committee, or replace any member, or name a new member in place of any member who has resigned or died. At any time after (5) years from date hereof, the Committee membership shall consist of three lot owners elected by a majority vote of all lot owners in said subdivision and three alternate lot owners who shall also be elected by the lot owners in said subdivision to serve in the event of the vacancy or temporary absence of a Committee member. Each elected Committee member and alternates shall serve one year or until his or her successor is duly elected and takes office, (i) may, by written instrument duly recorded, remove any member of the Committee or replace said member, or name a new member in his or her place in the event he or she for any reason ceases to so serve; and (ii) shall designate and appoint the members of the Committee and determine the length of their respective terms. The decision of a majority of the members of the Committee shall be the

decision of the Committee. In the event of the death, resignation or removal of one or more members of said Committee, the remaining members shall have full authority to act in the name of the Committee pending the appointment of a successor member. With respect to all matters which are, by the terms of this instrument to be decided by the Committee, the decision of the Committee shall be final and binding on all parties.

- (c) In order to maintain the Property within the Subdivision as a pleasant and desirable environment, to establish and preserve a harmonious design for the community and to protect and enhance the value of the Property, no building, gazebo, fence, garage or other structure or improvement of any nature shall be erected, placed, attached to or altered until the proposed plans, specifications, exterior colors and finish(color chips must be provided for review), plot plans (showing proposed location of such building or structure, drives and parking area), building height and landscape plans shall have been approved in writing by the Architectural Review Committee prior to commencement of construction.

- (d) The architectural and design review shall be directed toward obtaining the following objections:

- (1) Preventing excessive or unsightly grading, indiscriminate earth moving, clearing of property or removal of trees and vegetation which could cause disruptions of natural water courses or erosion of natural land forms.

- (2) Ensuring that the architectural design of structures and their materials and colors (color chips are required) are visually harmonious with the overall appearance of other buildings and structures in the Subdivision.
 - (3) Ensuring that the plans for landscaping provide visually pleasing settings for structures on each Lot and on adjoining Lots and blend harmoniously with the natural landscape.
 - (4) Ensuring that any development, structure or landscaping complies with the provisions of these covenants and this Declaration.
- (e) Each Owner shall, prior to the commencement of any construction, submit in sequence to the Architectural Review Committee, the following plans, specifications, proposals and documents which must be approved by a registered and currently licensed architect who must affix his official registration seal thereto:
- (1) A "preliminary concept" plan which shall include schematic site plans, floor plans and exterior elevations;
 - (2) "Design proposals" which shall include more detailed building and site design documents sufficient and definitive in detail so that there can be determined the character, exterior appearance, exterior materials and colors and the quality and kind of building and landscape materials proposed; and

- (3) "Construction plans and specifications" which shall be a true extension of the preliminary concept plans and design proposals.
- (f) The Architectural Review Committee shall establish the amount of a fee sufficient to cover the expense of reviewing plans and related data at the time they are submitted for review and to compensate any consulting architect's or attorney's retainer. The fee initially established by this Declaration shall be \$250.00 for each submission. The Architectural Review Committee shall have the right to increase or decrease this amount. Approvals shall be dated and shall not be effective for construction commenced more than twelve (12) months after date of such approval. Disapproved plans and related data shall be accompanied by a reasonable statement of items found unacceptable. In the event approval of such plans is neither granted nor denied within thirty (30) days following receipt by the Architectural Review Committee of the written request for approval, the provisions of this Paragraph 4 shall be thereby waived. Refusal or approvals of plans, site location, building height or specifications may be based by the Architectural Review Committee upon any ground which is consistent with the objectives of this Declaration, including purely aesthetic considerations, so long as such ground is not arbitrary or capricious.
- (g) The approval, rejection or withholding of any approval by the Architectural Review Committee, or Developer, of the plans, proposals and specifications and the location of all structures, and every alteration of any structure shall not be construed or interpreted as a representation

or determination by the Architectural Review Committee or Developer that any building, plumbing, electrical code or other applicable governmental regulations or requirements have or have not been properly met by the Owner. Each Owner shall be responsible for obtaining all necessary technical data and to make application to and obtain the approval of the City of Gulf Shores, and any other appropriate governmental agencies prior to commencement of any work or construction.

- (h) Developer shall have no duty, responsibility or liability to any Owner or to any other person whomsoever in respect to the exercise of its rights or the failure to exercise its rights, or for anything the Architectural Review Committee may do or not do. The Architectural Review Committee may reject plans, proposals and specifications based on any grounds or reason whatsoever, including purely aesthetic grounds, in its sole and absolute discretion. The Architectural Review Committee's decision to approve, reject or withhold its approval of such work may, in the sole exercise of its discretion, be based upon:

- (1) The harmony of its exterior design, color and location in relation to, and its effect upon, surrounding structures, vegetation, topography and the overall community design;
- (2) The character of the exterior materials;
- (3) The planned quality of the exterior workmanship;

- (4) The Architectural Review Committee's design and construction standards;
 - (5) The general development plan; or
 - (6) Any other material and relevant factors.
- (i) The affirmative vote of a majority of the members of the Architectural Review Committee shall be required in order to issue any approval of plans, proposals or specifications.
 - (j) Developer shall have the right to relinquish to the Lot Owners of said Subdivision at any time the right and duty to designate and appoint the members of the Committee.

5. Structure Size:

- (a) **Maximum Building Coverage:** The maximum area of a Lot that can be covered by buildings and structures, excluding roof overhangs, unenclosed balconies and unenclosed walkways, is thirty-two percent (32%) of the total area of the Lot and area must be within the Permissible Building Area defined in Paragraph 7 hereinbelow. The total gross square footage of the dwelling shall not exceed forty percent (40%) of the gross lot square footage. It shall furthermore be the responsibility of the owner to include these calculations at the time of submittal.
- (b) **Minimum Square Footage:** Subject to the provisions of Paragraph 6 below, all residences shall meet and contain a minimum square footage of heated and cooled space as set forth below:

Lots 1 through 5, inclusive.

One Story	2,000 sq. ft.	
Two Story	2,400 sq. ft.	1st floor min. 1,200 sq. ft.
Three Story	2,800 sq. ft.	1st floor min. 1,400 sq. ft.

All Remaining Lots

One Story	1,800 sq. ft.	
Two Story	2,000 sq. ft.	1st floor min. 1,000 sq. ft.
Three Story	2,400 sq. ft.	1st floor min. 1,200 sq. ft.

6. **Maximum Building Height/Stories:** All residences must conform to Federal Flood Zone regulations for minimum finished floor elevations. The total maximum height of residences shall not exceed the height restrictions, if any, as may be imposed by applicable governmental authorities, but in any case shall not exceed three (3) habitable stories.

7. **Permissible Building Areas:**

- (a) The "Permissible Building Area" of each Lot as shown on the Plat in which any building, garage, deck, patio or other permanent structure (not including roof overhangs, unenclosed balconies and unenclosed walkways) may be built or maintained, is the area of each Lot that is within the portion of the Lot encompassed by continuous dotted lines as shown on the Plat.
- (b) Setback requirements represent the perimeters in which all buildings, garages, decks, patios or other permanent structures can be built or maintained. Building setbacks are as shown on the Plat. Minimum yard requirements are as shown on the Plat.

- (c) For purposes of this Declaration, the front of each Lot shall be as designated on the Plat and shall be the side of such Lot that is adjacent to the street right of way; except that the front of Lots 6 and 20, inclusive, shall be deemed the side of such Lots that are adjacent to Bear Creek Cove.

8. Aesthetic Appearance. Each Owner shall provide a visually screened area to serve as a service yard for garbage receptacles, electric meters and air conditioning equipment on the Owner's Lot. Other unsightly objects must be placed or stored in order to conceal them from view from the streets and adjacent properties. No Window air conditioning units may be installed or used on any Lots. No clotheslines will be permitted.

9. Accessory Structures: All gazebos, greenhouses, cabanas and other accessory structures built or placed on any Lot must be located within the required setbacks as shown on the Plat, must match architectural details of the main house, and the roofs and exterior walls of same must be compatible with the main house in both design and color and be as approved by the Architectural Review Committee.

10. Garages/Carport and Porte Co-cheres: Garages, carports and Porte co-cheres will be allowed. Studios will be allowed on a floor above a garage in a design compatible with the main house. Garages must be equipped with automatic door openers and shall remain closed when not entering or exiting. Carports or Porte Co-cheres will not be required to have doors, but must be maintained in a clean and non-obtrusive manner and free of clutter. In the event an Owner elects to provide a parking area under the constructed dwelling, the entrance to said parking area must be equipped with garage doors and automatic door openers, which doors shall

remain closed when not entering or exiting. Golf Course Lots, that being lots 1 through 5, shall not be allowed to have garages which open towards the street.

11. Factory Built Structures: No structure of any kind of what is commonly known as "factory built", "modular" or "mobile home" type construction shall be erected or placed on any lot.

12. Forecourts and Courtyards: Construction of forecourts and courtyards are encouraged, both from an aesthetic and a privacy standpoint.

13. Driveways/Parking:

- (a) All homes must have a driveway of a permanent nature, made of either concrete, brick paver or asphalt. All driveways must be completed at the time of completion of main dwelling structure and must be designed in a fashion to accommodate cars for both the Owners and guests of Owners. There must be at least two parking spaces on each Lot. Access to garages must be as approved by the Architectural Review Committee on an individual basis.

†
14. Walls and Fences: Lots 1 through 5: No fences are allowed, except fences around pools will be reviewed by the Architectural Review Committee on a case by case basis. Under no condition can they obstruct the view of the adjoining property owner, nor shall they exceed forty eight (48) inches in height. Lots 6 through 20: Only wood, masonry or living fences are allowed with a height not to exceed six (6) feet, no closer to the street than the rear of the house. No wire or metal fences are allowed on any lots in this subdivision.

15. Pools and Pool Enclosures: All pools and pool enclosures to be built on any Lot will be considered on a case by case basis by the Architectural Review Committee. Any pool on a Lot must be designed to compliment the architectural components of the residence on the Lot. Pools must be of an in-ground nature. Pool enclosures may not be free standing. If screening is desired, the screened enclosure must be designed as an integral part of the roof and walls of the main house, and not appear as an added appendage. All pools and equipment pumps shall be stored out of view, and pump houses must be architecturally related.

16. Exterior Lighting: Exterior lighting should be provided for safety and security, and shall be in character with the entire Subdivision. Recessed down lighting, sconces and vertical landscape lighting are recommended. No lighting may be located so as to interfere with vehicular traffic or become a nuisance to neighbors by adversely affecting the nighttime environment of adjacent properties. The Architectural Review Committee will review all post mounted lighting and building fixtures which are visible from other properties.

17. Utility & Drainage Easements: Permanent and perpetual easements as shown on the Plat are reserved for installation and maintenance of utilities and facilities, fences, landscaping and otherwise.

18. Excavation of Site: No soil, rock, gravel or clay shall be excavated or removed from any property for commercial purposes.

19. Mailboxes-Newspaper Boxes: In an effort to create a sense of continuity all mail boxes or newspaper boxes must be in an enclosure which is compatible in both design and materials as is

the house on same said lot and must be approved by the Architectural Review Committee.

20. House Numbers and Names: Signs denoting house numbers and names must be an integral part of the housing design and be approved by the Architectural Review Committee.

21. Trash Receptacles: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, trash receptacles and recycle bins shall not be allowed on the street or curb side. Each lot owner must contract if available to have back door garbage service. No lumber, metals or bulk materials may be kept, stored or allowed to accumulate on any Lot, except building materials during the course of construction.

22. Utilities: All utilities serving residences of adjacent accessory structures must be underground.

23. Landscaping:

(a) The site on which East Bear Creek III is situated abounds with natural vegetation. Landscaping must be maintained by automatic underground sprinkler system and be designed and planted in a manner approved by the Architectural Review Committee. Plants and landscaping plantings must cover a minimum of thirty percent (30%) of the gross area of a Lot between the house on the Lot and the street right of way, not including areas covered by driveways, garages and structures. This is the minimum, and additional landscaping is encouraged.

24. Outdoor Equipment: All oil tanks, bottled gas tanks, swimming pool equipment and housing, sprinkler pumps and other

outdoor equipment must be underground or placed in walled-in or sight-screened, fenced-in areas so that they shall not be readily visible from any adjacent streets and properties, or else adequate landscaping shall be installed around these facilities and maintained by the Owner.

25. Solar Collectors: Solar collectors shall only be permitted at locations and on structures as are first approved in writing by Architectural Review Committee. Shall not be visible from any adjacent lot or street right of way.

26. Trucks, Commercial Vehicles, Recreation Vehicles, Motor Homes, Boats, Campers and Trailers:

- (a) No commercial truck, vehicle or equipment shall be permitted to be parked or to be stored at any place on the Property. This prohibition on parking shall not apply to temporary parking of trucks and commercial vehicles used for pick-up and delivery or in connection with on-going construction; provided, however, an automobile, van or pickup regularly used by an Owner as personal transportation to and from Owner's business and which is capable of being parked inside Owner's residential garage shall not be considered a commercial vehicle even though it may have a sign or logo on it.
- (b) No boat, boat trailer or other trailer of any kind, camper, motor home or disabled vehicle shall be permitted to be parked or stored in the Subdivision unless kept inside an enclosed structure.
- (c) None of the aforementioned vehicles shall be used as a domicile or residence, either permanent or temporary.

27. Signs: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one and one-half (1 1/2) square feet, one sign of not more than one and one-half (1 1/2) square feet advertising property for sale or rent, and one sign of not more than one and one-half (1 1/2) square feet used by a builder to advertise the property during the construction and sales period. Developer has the right to place a sign of thirty two (32) square feet for a period of not more than twenty four (24) months after the first lot is closed.

28. Antennas: No outside antennas, antenna poles, antenna masts, satellite dishes, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas shall be permitted that can be seen from either adjacent properties or right of ways, except that satellite dishes may be allowed with special permission from the Architectural Review Committee, so long as said dish is no larger than 18 inches in diameter and is visually screened from all adjacent properties and all rights of way.

29. Pets and Animals:

- (a) Commonly accepted household pets such as dogs and pet birds may be kept in reasonable numbers. All animals shall be contained on the Owner's Lot and shall not be permitted to roam free; provided that such domestic pets shall not be used or kept for any commercial purpose, and further that said domestic pets do not constitute a disturbance and nuisance to the other Lot Owners.
- (b) No hogs, pigs, swine, goats, chickens, pigeons or any other obnoxious animal, fowl or reptile shall be kept or permitted to be kept.

30. Nuisances: Nothing may or shall be done which may be or may become an annoyance or nuisance to any person or to the Subdivision. No obnoxious, unpleasant or offensive activity shall be carried on, nor may anything be done, which can be reasonably construed a nuisance, public or private in nature.

31. General Construction Guidelines:

(a) Colors: No exterior colors on any structure shall be permitted that, in the sole judgment of the Architectural Review Committee, would be inharmonious or discordant or incongruous with East Bear Creek III. No more than three (3) colors, exclusive of the roof color, may be used in any one scheme, without prior approval of the Architectural Review Committee. Color chips must be provided for the review.

(b) Roof Materials and Appurtenances:

(1) All roofing finishes must be constructed using. Shingles either asphalt, fiberglass, flat tile, slate or wood. No metal or S-tile roofs shall be allowed. A minimum roof pitch of 4 in 12 is required. Roofing on less than 4 in 12 pitch is acceptable only in minor areas and not to exceed fifteen percent (15%) of the total roofing area with primary acceptability in use as a connection to more dominant themes of the roofing mass. No roof structure shall exceed a pitch of 12 in 12. All appurtenant roofs shall have a roof with material compatible with the main structure.

- (2) Roofing overhangs should be maximized wherever possible to provide shading and protection from subtropical climates.
- (3) Roof accessories such as vent stacks and roof vents shall be painted to match the roof color, and whenever possible placed out of the street view of the house. All vents shall be covered with lead or copper boot. No exposed PVC pipe shall be allowed. No contemporary shed roofs allowed.
- (4) Flat roofs will be permitted only when accessible from an adjacent enclosed space or covering porches or decks.
- (c) Chimneys: Chimneys play a dominate role in the overall appearance of a home; therefore, they must be compatible in scale, material and architectural character. Masonry fireplaces and prefab metal are required to have covers for all exposed flue pipes and shall be architecturally compatible with the main structure.
- (d) Walls and Overhangs: No vinyl or aluminum shall be allowed on any portion of any building or structure.
- (e) All portions of the dwelling structure located below the base floor elevation shall be enclosed in such a manner to be compatible with other exterior wall structures and constructed in a manner that ties to the overall exterior appearance of the structure and conform to Building Code Requirements for Flood Prone Areas.

- (f) **Windows:** All windows shall be casement, awning, single or double hung, wood, wood clad, or aluminum with vinyl clad. No standard aluminum windows are allowed.
- (g) **Doors:** Front doors should make a strong architectural statement. Wood or glass doors are strongly recommended to exceed a height of seven (7) feet. The use of double front entry doors, or doors enhanced by side and/or top window panels are encouraged. Garage doors should be compatible with the exterior wall in design and color. All garage doors must incorporate automatic garage door openers.
- (h) **Shutters:** Louvered panel or Bahama-style shutters shall be acceptable, but may not be mixed on the same structure.
- (i) **Balconies, Decks, Verandas, Patios and Porches:** To enhance the feel of the East Bear Creek III community, balconies, decks, verandas, patios and porches are strongly encouraged, and each residence shall contain a minimum of 250 square feet of such structures. Handrails and columns are an integral part of the overall style. The handrails and columns shall be designed to be compatible with the residence and properly proportioned to the scale and mass of said structure and enhance the overall design concept.
- (j) All reasonable precautions should be made to protect all vegetation. Construction sites shall be kept in an orderly and non-cluttered manner. No fires will be allowed and under no circumstances shall work crews be allowed to become a nuisance to adjoining property Owners. No construction work shall take place on Sundays or

between the hours of 9:00 P.M. to 6:00 A.M. on any other day of the week. It shall be the Owner's responsibility to see that these restrictions are followed.

(k) Any fill materials used on the Property shall be approved by the appropriate governmental agencies. No clay materials may be used unless specifically approved by the appropriate governmental authorities or agencies.

(l) All structures in wetlands and over surface waters must be permitted by the U. S. Corps of Engineers and the Alabama Department of Environmental Management.

32. Building Construction in General: No construction whatsoever shall be commenced until the party proposing to undertake such construction shall have obtained all construction and work permits necessary from all governmental agencies having jurisdiction over any aspect of such construction and the approval of the Architectural Review Committee.

33. Miscellaneous:

(a) Violation of this Declaration or, any restrictions, covenants, limitations or conditions hereunder shall not work a reversion or a forfeiture of estate, but they may be enforced in law or equity by any person Owner. In any litigation involving any of same, the court may, in its discretion, require the non-prevailing party to pay the reasonable attorneys fees of the prevailing party.

(b) This Declaration and all restrictions, covenants, limitations and conditions shall run with the Lot and Property

and shall be binding upon each Owner and any and all persons acquiring an interest therein.

- (c) This Declaration may be amended or annulled at any time by Developer as long as Developer owns any Lot, and whenever Developer no longer owns any Lot, by the written consent of the Owners of at least three-fourths (3/4) of the Lots; provided, however, no amendment shall place any additional burden or additional restriction on any Lot unless the Owner of same either joins in the execution of the amendment or otherwise consents thereto in writing duly signed and recorded where the amendment is recorded.
- (d) If any provision, clause, covenant, restriction, limitation or condition of this Declaration be declared to be unenforceable, against public policy, illegal or inconsistent with or contrary to the Constitution or laws of the United States, or the Constitution or laws of the State of Alabama, by any court of competent jurisdiction or by a legislative declaration by the United States Congress or the legislature of the State of Alabama, the other provisions, clauses, covenants, restrictions, limitations and conditions shall in no way be affected, altered or invalidated.
- (e) No approval of plans, location or specification shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed residence or that said residence will comply with applicable federal, state or local governmental laws, regulations and ordinances (and each Owner shall be responsible for ensuring that his plans, specifications, piers, walkovers and any other

MC-0032 PAGE 0255

matters regulated by law, and construction pursuant thereto as well as the use of his Lot comply in all respects with all federal, state or local governmental laws, regulations and ordinances). Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence or improvement thereto will be built in a good and workmanlike manner. The Architectural Review Committee shall not be responsible or liable for any defects in any plans or specifications submitted, revised, or approved, under these covenants nor for any defects and construction pursuant to such plans and specifications. Each Lot Owner shall have sole responsibility for compliance with approved plans and does hereby hold the Architectural Review Committee and the Developer harmless for any failures thereof caused or allowed by the Lot Owner, architect, or builder.

- (f) This Declaration shall be enforceable by the Developer, the Architectural Review Committee, the Association or any Owner by a proceeding at law or in equity against any person or persons for violation or attempting to violate or circumvent any covenant or restriction, either to restrain violation or recover damages; a failure by any party to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right of any of the foregoing to enforce same thereafter.

IN WITNESS WHEREOF, MEYER PROPERTIES, INC., a corporation, the Developer, has caused this Declaration to be executed in its name and its corporate seal affixed and attested by its undersigned

officers thereunto duly authorized, this 6TH day of MARCH
__, 1995.

MEYER PROPERTIES, INC.



(AFFIX CORPORATE SEAL)

By: Wade Ward
As its President

ATTEST:

Eric H. Meyer
As its Secretary

STATE OF ALABAMA:
COUNTY OF BALDWIN:

I, the undersigned Notary Public in and for said County, in said State, hereby certify that WADE WARD, whose name as President of MEYER PROPERTIES, INC., an Alabama corporation, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said corporation.

Given under my hand and official, notarial seal this 6TH day of MARCH, 1995.

(AFFIX NOTARIAL SEAL)

William L. Hamrick
NOTARY PUBLIC, BALDWIN COUNTY, ALABAMA

MY COMMISSION EXPIRES: 11-18-96

