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THIS INSTRUMENT PREPARED BY:
Christopher M. Gill, Esq.
Hand Arendall LLC
P.O. Box 123
Mobile, Alabama 36601
(251) 432-5511

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STATE OF ALABAMA:
COUNTY OF BALDWIN:

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

OF

LEXINGTON ESTATES SUBDIVISION

THIS DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS (this "Declaration") is made this 11th day of December, 2014, by CAMBRON ESTATES LLC, an Alabama limited liability company ("Declarant", as further defined below).

WITNESSETH:

WHEREAS, on September 4, 2013, Declarant recorded in Slide 2491-A of the Office of the Judge of Probate of Baldwin County, Alabama, a subdivision plat for Lexington Estates Subdivision ("Plat of Subdivision") pertaining to certain real property owned by Declarant in Baldwin County, Alabama, and more specifically described on the Plat of Subdivision.

NOW, THEREFORE, DECLARANT HEREBY DECLARES, that subject to the provisions hereof, all of the Lots (hereinafter defined) shall be held, sold and conveyed by the Owners subject to the restrictions, covenants and conditions contained herein for the purposes of protecting the value and desirability of, and which shall run with, the Community Property (hereinafter defined) and be binding on all parties having any right, title or interest in the Community Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner of any portion thereof.

ARTICLE ONE **GENERAL PROVISIONS**

1.01 Restrictive Covenants and Easements Running with the Land. The use of the Community Property shall be in accordance with the provisions and restrictions of this Declaration, all of which are to be construed as restrictive covenants and/or easements, as applicable, running with the land and with the title to each and every Lot and shall be binding

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upon all Owners and other persons having interests therein and upon their heirs, personal representatives, successors, grantees and assigns.

1.02 Terminology. Whenever the context requires, words used in the singular shall be construed to mean or to include the plural and vice versa, and pronouns of any gender shall be deemed to include and to designate the masculine, feminine or neuter gender.

1.03 Definitions. The following terms, when capitalized herein, shall have the meaning set forth in this Section 1.03:

- (a) "Architectural Review Committee" means the Architectural Review Committee for the Subdivision as established in accordance with Section 3.01 hereof.
- (b) "Benefitted Owner" means (i) with respect to the Lot 8/9 Driveway Easement, the Owners of Lots 5, 6, 8 and 9 as shown on the Plat of Subdivision; (ii) with respect to the Lot 10/11 Driveway Easement, the Owners of Lots 1, 2, 10 and 11 as shown on the Plat of Subdivision; and (iii) with respect to the Lot 3/4 Driveway Easement, the Owners of Lots 3 and 4 as shown on the Plat of Subdivision.
- (b) "Builder" means any commercial home builder or contractor who is in the business of constructing residential structures to sell to owner-occupants.
- (c) "Community Property" means all of the real property that is subject to the Plat of Subdivision.
- (d) "Declarant" means CAMBRON ESTATES LLC, an Alabama limited liability company, its successors and assigns which expressly are assigned and assume the Declarant's rights as "Declarant" hereunder.
- (e) "Driveway" means a driveway that is to be constructed and installed in accordance with Section 2.03, Section 2.04 or Section 2.05 hereof to provide pedestrian and vehicular access to and from Jenkins Pit Road and two or more Lots.
- (f) "House" or "Home" means any single family dwelling unit situated upon a Lot.
- (g) "Lot" means each and every numbered lot shown on the Plat of Subdivision.
- (h) "Maintaining Owner" means a Benefitted Owner performing maintenance of the Driveway that benefits the Lot of such Benefitted Owner in accordance with Article Two hereof.
- (i) "Maintenance Share" means (i) with respect to the Lot 8/9 Driveway Easement, twenty-five percent (25%) for each of the Owners of Lots 5, 6, 8 and 9; (ii) with respect to the Lot 10/11 Driveway Easement, twenty-five percent (25%) for each of the Owners of Lots 1, 2, 10 and 11; and (iii) with respect to the Lot 3/4

Driveway Easement, fifty percent (50%) for the Owner of Lot 3, and fifty percent (50%) for the Owner of Lot 4.

- (j) "Mortgagee" means a holder or beneficiary of any mortgage, deed with vendor's lien reserved, or any other form of instrument used for the purpose of encumbering or conveying real property as security for payment or satisfaction of any obligation.
- (k) "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding mortgagees, lien holders, lessees, tenants, and those having such interests solely as security for the performance of an obligation.
- (l) "Person" means any individual, corporation, trust, partnership, joint venture, limited liability company or other entity.
- (m) "Subdivision" means Lexington Estates, a subdivision as shown on the Plat of Subdivision.
- (n) "Turnover" means the earlier to occur of (i) Declarant relinquishing its rights as the "Declarant" hereunder in a written instrument recorded in the real property records of Baldwin County, Alabama, (ii) three (3) months after one hundred percent (100%) of the lots in the Subdivision, have been conveyed to persons other than Declarant or Declarant's successors or assigns, or (iii) December 31, 2017; provided however, in the event of a conflict between the Alabama law and the foregoing, the applicable Alabama law shall control.

1.04 Purposes. It is intended that the Subdivision development will be a residential community of high esteem and quality homes.

1.05 Lots Subject to Covenants, Restrictions, Limitations and Term. Each Lot that shall be conveyed, held, devised, leased, or demised at any time hereafter shall be subject to all the terms, conditions, covenants, restrictions, and limitations herein contained, and the obligation to observe and perform the same whether or not it be so expressed in the deed or other instrument of conveyance of the Lot or real property, and such shall run with the Lot or real property and be appurtenant thereto as if fully set out in such deed or instrument of conveyance, subject to the terms and conditions hereof.

ARTICLE TWO **RESERVED EASEMENTS**

2.01 Platted Easements and Buffer Strips. All easements and buffer strips shown on the Plat of Subdivision, if any, are hereby adopted as part of this Declaration and all Lots in the Subdivision shall be subject to such easements and buffer strips. Except as is expressly permitted hereby, no dwelling unit, house, home, and/or other structure of any kind shall be built,

erected, or maintained upon any easement, and said easements shall at all times be open and accessible to public and quasi-public utility corporations, and to other persons erecting, constructing, or servicing such utilities, all of whom shall have the right of ingress and egress thereto and therefrom, and the right and privilege of doing whatever may be necessary in, under, and upon said locations for the carrying out of any of the purposes for which said easements are hereby reserved and may hereafter be reserved.

2.02 Easements for Mailbox Facilities and Subdivision Signage. A perpetual, non-exclusive easement is hereby reserved over and across the first twenty feet (20') of each Lot where each Lot abuts Jenkins Pit Road for the purpose of the construction, installation, maintenance, repair and/or replacement of one or more mailbox facilities for the use and benefit of each Owner (the "Mailbox Easement"). The mailbox for a particular Lot shall be located as close as reasonably possible to the driveway serving such Lot; provided, however that the final location of each mailbox within the Mailbox Easement shall be subject to the approval of the United States Postal Service. Each Owner shall be responsible for the maintenance, repair and/or replacement of the mailbox serving such Owner's Lot. Additionally, subject to the approval of the Architectural Review Committee, the Owners may construct, install, maintain and repair one or more signs identifying the Subdivision within the Mailbox Easement.

2.03 Easement for Common Driveway For Lots 5, 6, 8 and 9. A perpetual, non-exclusive easement is hereby reserved over and across those certain portions of Lot 8 and Lot 9 that are labeled as "10' common drive/access easement" on the Plat of Subdivision for the use and benefit of the Owners of Lots 5, 6, 8 and 9 as shown on the Plat of Subdivision and their respective tenants, invitees, guests, heirs, successors and assigns (the "Lot 8/9 Driveway Easement"). Each Benefitted Owner shall have the right to construct, install, maintain, repair and/or replace (as applicable) a Driveway over and across all or any portion of the Lot 8/9 Driveway Easement for use as a driveway to provide pedestrian and vehicular ingress and egress to and from Lots 5, 6, 8 and 9 and Jenkins Pit Road. The Owner of Lot 5 shall further have a perpetual, non-exclusive easement across a portion of Lot 9 that abuts the eastern boundary of Lot 5 to connect a private driveway from Lot 5 to the Driveway, all at the expense of the Owner of Lot 5; provided, however, that such easement area shall be limited to twenty feet (20') in width. The Owner of Lot 6 shall further have a perpetual, non-exclusive easement across a portion of Lot 8 that abuts the western boundary of Lot 6 to connect a private driveway from Lot 6 to the Driveway, all at the expense of the Owner of Lot 6; provided, however, that such easement area shall be limited to twenty feet (20') in width.

2.04 Easement for Common Driveway For Lots 1, 2, 10 and 11. A perpetual, non-exclusive easement is hereby reserved over and across those certain portions of Lot 10 and Lot 11 that are labeled as "10' common drive/access easement" on the Plat of Subdivision for the use and benefit of the Owners of Lots 1, 2, 10 and 11 as shown on the Plat of Subdivision and their respective tenants, invitees, guests, heirs, successors and assigns (the "Lot 10/11 Driveway Easement"). Each Benefitted Owner shall have the right to construct, install, maintain, repair and/or replace (as applicable) a Driveway over and across all or any portion of the Lot 10/11 Driveway Easement for use as a driveway to provide pedestrian and vehicular ingress and egress to and from Lots 1, 2, 10 and 11 and Jenkins Pit Road. The Owner of Lot 1 shall further have a perpetual, non-exclusive easement across a portion of Lot 11 that abuts the eastern boundary of

Lot 1 to connect a private driveway from Lot 1 to the Driveway, all at the expense of the Owner of Lot 1; provided, however, that such easement area shall be limited to twenty feet (20') in width. The Owner of Lot 2 shall further have a perpetual, non-exclusive easement across a portion of Lot 10 that abuts the western boundary of Lot 2 to connect a private driveway from Lot 2 to the Driveway, all at the expense of the Owner of Lot 2; provided, however, that such easement area shall be limited to twenty feet (20') in width.

2.05 Easement for Common Driveway For Lots 3 and 4. A perpetual, non-exclusive easement is hereby reserved over and across those certain portions of Lot 3 and Lot 4 that are labeled as "10' utility/drainage easement" on the Plat of Subdivision for the use and benefit of the Owners of Lots 3 and 4 as shown on the Plat of Subdivision and their respective tenants, invitees, guests, heirs, successors and assigns (the "Lot 3/4 Driveway Easement"). Each Benefitted Owner shall have the right to construct, install, maintain, repair and/or replace (as applicable) a Driveway over and across all or any portion of the Lot 3/4 Driveway Easement for use as a driveway to provide pedestrian and vehicular ingress and egress to and from Lots 3 and 4.

2.06 Sharing of Curb Cuts. Notwithstanding anything contained in this Article Two to the contrary, (a) by creating the easements reserved in Sections 2.03, 2.04 and 2.05 hereof, it is the express intent of Declarant that (i) Lots 5, 6, 8 and 9 share a common curb cut and access point onto Jenkins Pit Road, (ii) Lots 1, 2, 10 and 11 share a common curb cut and access point onto Jenkins Pit Road, and (iii) Lots 3 and 4 share a common curb cut and access point onto Jenkins Pit Road; and (b) Lot 7 shall be limited and restricted to a single curb cut and access point onto Jenkins Pit Road, which curb cut and access point shall be as close to the eastern boundary of Lot 7 as is reasonably possible and otherwise in a location to be approved by the applicable governmental authority.

2.07 Driveway Materials. Any Driveway constructed, installed, maintained, repaired and/or replaced in accordance herewith shall consist of concrete or asphalt, unless otherwise expressly approved by the Architectural Review Committee; provided, however, that in no event may any Driveway be painted, scored or otherwise colored without the prior written consent of the Architectural Review Committee and all of the Benefitted Owners with respect to such Driveway.

2.08 Initial Construction Costs of Driveway. The Benefitted Owner who initially constructs and installs a Driveway (the "Constructing Owner") shall bear the expense thereof; provided, however, that as each additional Benefitted Owner commences construction of a House upon such Benefitted Owner's Lot, such Benefitted Owner shall, within thirty (30) days of commencement of construction of such House, pay to the Constructing Owner such Benefitted Owner's Maintenance Share of the reasonable cost and expenses of the Constructing Owner incurred in the initial construction and installation of such Driveway.

2.09 Maintenance of Driveway Easements. Each Benefitted Owner shall have the right to perform, or cause to be performed, any reasonably necessary maintenance, repair and/or replacement of the Driveway that serves the Lot of such Benefitted Owner. To the extent a Benefitted Owner engages a contractor to perform such work, such Benefitted Owner shall only

use contractors that are licensed in accordance with applicable law. Any Maintaining Owner performing any repair and/or maintenance work with respect to a Driveway shall perform such work using the same materials that are then currently incorporated into the Driveway (i.e., a concrete Driveway cannot be repaired with asphalt).

2.10 Contribution Rights for Maintenance Expenses. Unless and until a Benefitted Owner commences construction of a House upon such Benefitted Owner's Lot, such Benefitted Owner shall have no responsibility to maintain any Driveway or contribute to the maintenance expenses associated with any Driveway. Except as provided in the foregoing sentence to the contrary, each Benefitted Owner shall pay to a Maintaining Owner the Maintenance Share of such Benefitted Owner for any maintenance, repair or replacement work performed with respect to the Driveway that benefits such Benefitted Owner's Lot within thirty (30) days of a receipt therefor.

2.11 Payment Documentation; Interest. Any Owner seeking payment from another Owner under this Article Two shall, at the time of submission of an invoice for such payment, provide to the Owner from whom payment is sought invoices, evidence of payment and such other written documentation as is reasonably necessary to document the amount of the payment sought. If an Owner fails to pay to another Owner an amount properly invoiced in accordance with this Article Two by the due date therefor, interest shall thereafter accrue at the rate of twelve percent (12%) per annum, but compounded on an annual basis, on such past due amounts, and the Owner to whom payment is due may pursue any available legal remedies or alternatives to collect any outstanding reimbursements due under this Article Two. In the event an Owner successfully pursues collection of any such invoiced amount, such Owner shall be entitled to recover from the non-paying Owner all costs of collection, including, without limitation, reasonable attorneys' fees.

2.12 Damage to Driveway Easements. Notwithstanding anything contained in this Article Two to the contrary, if any Owner or any tenant, invitee or guest of such Owner damages (where such damage results other than in the normal course of use of the Driveway), destroys, or in any way impairs a Driveway (a "Damaging Owner"), any one or more of the Benefitted Owners with respect to such damaged Driveway may (a) require the Damaging Owner to restore, at the Damaging Owner's sole cost and expense, the Driveway to its original quality and condition; or (b) restore the Driveway and invoice the Damaging Owner for such Benefitted Owner's costs incurred in connection with restoring the damaged portion of the Driveway, whereupon the Damaging Owner shall pay such costs to such Benefitted Owner within fifteen (15) days of receipt of an invoice for such costs.

2.13 Commencement of Construction. For purposes of this Article Two, a Benefitted Owner shall be deemed to have commenced construction of a House on such Benefitted Owner's Lot when such Benefitted Owner obtains a building permit from the applicable governmental authority for the construction of such House.

ARTICLE THREE

ARCHITECTURAL CONTROL

3.01 Establishment of Architectural Review Committee. The Architectural Review Committee shall consist of three (3) members at all times, who initially shall be Dane Haygood, Rachel DeQuattro and Charles Williamson. Their address for notice is Post Office Box 8001, Spanish Fort, Alabama 36577, and the point of contact is Dane Haygood. If any member of the Architectural Review Committee shall resign, become unable to serve or die, then (a) until such time as Turnover has occurred, the Declarant shall have the right to appoint a successor member(s) to the Architectural Review Committee, who need not be an Owner, and (b) after Turnover has occurred, the remaining member(s) shall appoint a successor member(s) to the Architectural Review Committee, who need not be an Owner. If no member of the Architectural Review Committee remains to appoint new members of the Architectural Review Committee and Turnover has occurred, then the ARC members will be elected, appointed and removed by a majority vote of the Owners.

3.02 Submission of Plans and Specifications. No House, building, fence, wall, or other structure or improvement shall be constructed, erected, or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications of the same shall have been submitted by an Owner to and approved in writing as in harmony with this Declaration by the Architectural Review Committee. Two (2) copies of the building or construction plans and specifications (collectively, the "Plans") shall be submitted to the Architectural Review Committee. Prior to commencement of any construction activities on a Lot, an Owner's Plans must be approved by the Architectural Review Committee as to conformity and harmony with this Declaration. The Architectural Review Committee may, from time to time, establish additional written design guidelines for the Subdivision, and a copy of any such guidelines then in effect shall be made available to any Owner requesting a copy of same from the Architectural Review Committee.

3.03 Approval or Disapproval. The Architectural Review Committee shall indicate its approval or disapproval of such plans and specifications by delivering, in writing, notice of such approval or disapproval to the requesting Owner. In the event the Architectural Review Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval shall be deemed automatically given.

3.04 Right of Inspection. The Architectural Review Committee shall have the right, but not the obligation, to inspect the Owner's Lot and improvements during construction and prior to occupancy to insure construction in accordance with the construction plans submitted and approved by the Architectural Review Committee. Failure of an Owner to comply with the provisions of this Section, or failure of an Owner to carry out construction in accordance with the provisions of this Article, shall subject such Owner to such remedies as might be available at law or in equity (including, but not limited to, specific performance and injunction, payment of the prosecuting parties' reasonable legal fees and expenses).

3.05 Limited Review. The scope of review by the Architectural Review Committee is limited to appearance only and does not include any responsibility for structural soundness, suitability of construction or materials, compliance with building or zoning codes or standards, this Declaration, or any other similar or dissimilar factors.

3.06 Waiver of Liability. Neither the Architectural Review Committee nor any architect nor agent thereof shall be responsible in any way for the failure of any improvements to comply with the requirements of this Declaration, nor for any defects in any plans and specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications, and all persons relying thereon or benefiting therefrom agree not to sue or claim against the entities and persons referred to in this Section for any cause arising out of the matters referred to herein and further agree to and do hereby release said entities and persons for any and every such cause.

ARTICLE FOUR **USE RESTRICTIONS**

4.01 Residential Use. Each Lot is hereby restricted to a private, single-family dwelling for residential use.

4.02 Subdivision of Lots. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions, and provisions hereof, to easements and rights-of-way, and matters of public record. No Lot may be subdivided into a smaller Lot or Lots unless approved by the Owners of a majority of the Lots other than the Owner seeking to perform such subdivision, in which event the Owners of such subdivided Lots shall be jointly and severally liable for any monetary obligations due hereunder with respect to the original Lot that is subsequently subdivided hereunder; provided, however, that an entire Lot may be combined with an entire adjacent Lot and occupied as one Lot but governed hereunder for all purposes as two Lots.

4.03 Signs. No sign of any kind shall be displayed on any Lot, except (i) that any Owner actively attempting to sell his Lot may place a "for sale" sign of less than four (4) square feet on his Lot; (ii) during the building of homes in the Subdivision, the Declarant and/or the Builders in the Subdivision may place signs at the entrance and/or on any Lot to advertise the Subdivision and the Lots for sale therein; and (iii) any Owner may display a sign of reasonable size provided by a contractor for security services within 10 feet of any entrance to the home. The foregoing restrictions on signage shall not apply to any signage approved by the Architectural Review Committee identifying the Subdivision and located within the Mailbox Easement.

4.04 Noxious and Offensive Activity. No noxious or offensive activity shall be carried on, in or upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to any other Owner.

4.05 Design Criteria: Structure. All improvements to be constructed or otherwise located on a Lot by an Owner shall comply with the following requirements:

- (a) [Intentionally Omitted].
- (b) No House may exceed three (3) habitable stories above grade.
- (c) [Intentionally Omitted].
- (d) The residential structure may contain a garage or carport; provided however, that any such garage or carport shall be in conformity with the general architecture of the primary residential building or structure.
- (e) Air-conditioning and heating units, blowers, towers, condensers or structures related thereto shall be enclosed in conformity with the general architecture of the primary residential building or structure or shielded by shrubbery so that they are not capable of being seen from Jenkins Pit Road. No window air-conditioning units shall be permitted in any residence that are capable of being seen from Jenkins Pit Road.
- (f) [Intentionally Omitted].
- (g) All outside radio and T.V. antennas (including satellite dishes and other signal receiving/transmitting equipment) shall be installed in such a way as to minimize visibility from the front of the Lot and shall be placed on the back or side of any roof.
- (h) No plumbing or heating vent shall be placed so that it is capable of being seen from Jenkins Pit Road.
- (i) During construction, all vehicles, including those delivering supplies, must be parked on the building lot where the construction is under way so as not to unnecessarily damage trees.
- (j) All building debris, stumps, trees, etc., must be removed from each Lot by the Owner thereof as often as necessary to keep the House and Lot attractive.
- (k) Owners shall not fence their entire Lot area. Notwithstanding the foregoing, (i) Owner's shall be entitled to a reasonable fenced area around the rear Lot area behind their Home and for purposes of keeping and maintaining any animals permitted hereby; provided, however, that the specific location of any such fence and the materials used for such fence shall be subject to the approval of the Architectural Review Committee; (ii) the Owners of Lots 1, 2, 3, 4, 5, 6 and 7 may erect and maintain a split rail fence or other similar type of fencing along the portion of such Lots that touch the Jenkins Pit Road right of way; provided, however, that the specific location and materials used for any such fencing shall

be subject to the approval of the Architectural Review Committee; and (iii) the Owner of any Lot may erect and maintain a split rail fence or other similar type of fencing approved by the Architectural Review Committee along the side lot lines of such Lot, whether adjacent to the Driveway or otherwise; provided, however, that the specific location and materials used for any such fencing shall be subject to the approval of the Architectural Review Committee.

- (l) No outside clothes lines shall be permitted.
- (m) Existing drainage shall not be altered in any manner, and specifically shall not be altered in such a manner as to divert the flow of water onto an adjacent Lot.
- (n) Any roof constructed over any structure on any Lot must be covered with composite shingles or such other types of roof coverings of a higher grade and quality than composite shingles as are approved by the Architectural Review Committee.

4.06 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot; provided, however, that an Owner may keep (a) dogs, cats, and other household pets on such Owner's Lot, and (b) no more than one (1) horse, donkey or mule on such Owner's Lot for each two (2) acres of such Lot. Notwithstanding anything contained herein to the contrary, in no event may any animal be kept, bred, or maintained on a Lot for any commercial purpose. All animals that are permitted hereunder must be kept within a fenced enclosure, leashed and/or under control at all times.

4.07 Waste. No rubbish, trash, garbage, or other waste material shall be kept or permitted upon any Lot except in sanitary containers located in appropriate area, screened and concealed from view.

4.08 Miscellaneous. Except as otherwise provided for herein, no patio cover, building or storage unit of any kind shall be erected, placed or set on any Lot unless such structure is attached to the House erected on the same Lot and the architecture and character of such structure matches that of said House or is otherwise approved by the Architectural Review Committee.

4.09 Temporary Structures. No structure of a temporary character, trailer, mobile home, motor home, modular building unit, basement, tent, shack, or other outbuilding shall be used at any time on the Lots as a residence, either temporarily or permanently.

4.10 Vehicles.

- (a) No inoperative cars, trucks, trailers, boats, campers or other types of vehicles shall be allowed to remain either on or adjacent to any Lot for a period in excess of forty-eight (48) hours; provided, however, this provision shall not apply to any such vehicle being kept in an enclosed garage.

- (b) No trucks larger than a one-ton pickup shall be parked in the Subdivision, except those reasonably necessary to complete approved improvements.
- (c) Recreational vehicles and campers shall not be parked or stored on any Lot. Boats shall be parked in garages or basements or shall be stored out of sight from all neighbors and fully screened by a privacy fence of no less than six (6) feet in height.
- (d) No permanent parking on streets is allowed. Parking in yards is strictly prohibited.
- (e) There shall be no major repair performed on any motor vehicle on or adjacent to any Lot unless performed inside an enclosed garage.
- (f) No noxiously loud or dangerous vehicles shall be allowed to be operated on any Lot.

4.11 Construction.

- (a) When the construction of any improvement upon any Lot has begun, work thereon shall be pursued diligently and continuously until full completion. During construction on any Lot, all vehicles involved in such construction, including those delivering materials and supplies, shall enter upon such Lot only at such a location as to not interfere with the flow of traffic in the Subdivision, and such vehicle shall not be parked on the streets and roads of the Subdivision. All construction sites must be kept clean, and debris shall not be allowed to accumulate. During construction, the use of dumpsters for routine cleaning of construction sites is permitted.
- (b) No residence constructed on any Lot may be occupied prior to its substantial completion.
- (c) Any landscaping that is shown on the Plans for a particular Lot and approved by the Architectural Review Committee in accordance with Section 3.02 hereof shall be completed within one hundred twenty (120) days after completion of construction of the Home on such Lot.
- (d) In addition to compliance with the requirements set forth under this Declaration, any and all improvements on any Lot shall comply with the standards and provision of the City of Loxley, Alabama and its applicable building code.

4.12 Pollution. There shall be no noxious emission of smoke, dust, odor, fumes, glare, noise, vibration, electrical or magnetic disturbance, detectable at the lot line or beyond.

4.13 Commercial Activity. No commercial activities of any kind whatsoever shall be conducted in any building or in any portion of any Lot; provided, however, that an Owner may

conduct a business entirely within his Home so long as such business uses only ten percent (10%) of the total square footage of such Home and so long as such business is secondary to the use of the Lot for residential purposes.

4.14 Outdoor Lighting. All outside lights shall be of an intensity not to exceed 100 watts and shall be placed so as to avoid an annoyance to any neighbor. Said lighting shall be turned toward the ground and shall be shielded completely or by frosted glass or plastic in all directions so that it does not shine toward neighboring Lots. Flood lights which shine all night are specifically prohibited.

4.15 Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste. All storage equipment for such material shall be kept in a clean and sanitary condition.

4.16 Oil and Mining Operations. No activity or hardware used for the purpose of exploration or extraction of minerals, oil, or gas shall be allowed on any Community Property at any time.

4.17 Firearms and Fireworks. The discharge of firearms or fireworks on any Lot is prohibited. The term "firearms" includes "B-B" guns, pellet guns and other firearms of all types, regardless of size.

4.18 No Hanging of Items. No clothes, sheets, blankets, towels, laundry of any kind or other articles shall be hung out or exposed on any balconies, patios, or railings.

4.19 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 or wells will be permitted; provided, however that an Owner may install a well solely for use for irrigation purposes.

4.20 Windows and Window Treatments. Reflective glass shall not be permitted on the exterior of any House or other structure. No foil or other reflective materials shall be installed on any windows or used for sunscreens, blinds, shades or for other purposes. All exterior window styles, materials, and colors must be approved by the Architectural Review Committee; provided, however, that in no event shall burglar bars and/or wrought iron doors be permitted.

4.21 Lots on Wetland Areas, Body of Water. No Lot shall be increased in size by filling in of any wetlands, body of water, creek or any waterway on which it may abut without appropriate governmental permits (if any are required) and prior written approval of the Architectural Review Committee.

4.22 Compliance With Law. In all cases, each Owner shall comply in all respects with all applicable laws, rules and regulations (including, without limitation, applicable zoning ordinances) promulgated by any governmental authority having jurisdiction over the Lots.

ARTICLE FIVE
ADDITIONAL RESTRICTIONS

5.01 Leasing. Homes and Lots may be leased by an Owner for residential purposes only. No such lease shall be for less than one (1) year. Further, all leases must be in writing. Any Owner who leases his Home or any portion thereof shall be responsible for the acts of his tenants, including, without limitation, the violation of this Declaration.

5.02 Restrictions on Mortgaging Lots. Nothing contained herein shall be construed to place any restrictions on an Owner's right to mortgage his Lot.

ARTICLE SIX
ENFORCEMENT; DURATION; AMENDMENT

6.01 Enforcement. The Architectural Review Committee and/or any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges (if any) imposed by the provisions of this Declaration. Failure by the Architectural Review Committee and/or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

6.02 Attorneys' Fees. In any action (whether in advance of or prior to the initiation of any legal or equitable proceeding, in arbitration, in trial, in any administrative or other similar proceedings, or in any appeal from any of the same) pertaining to any condition, restriction or covenant herein contained (due to their alleged violation or breach), unless otherwise expressly provided in this Declaration to the contrary for specific instances and conflicts, the prevailing party shall be entitled to recover all costs, including reasonable legal fees and expenses.

6.03 Term. This Declaration is to take effect upon recordation and shall be binding upon all Owners and all persons and entities claiming title under and through them for fifty (50) years after the date this Declaration is recorded in the public records, after which it shall be automatically extended for successive ten (10) year periods unless an instrument in writing, signed by Owners who own at least seventy percent (70%) of the Lots, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

6.04 No Additional Burden. Except as provided in Article Seven, no amendment of this Declaration shall place an additional burden or restriction or requirement on any Lot where the Owner of such Lot does not join in said amending instrument.

6.05 Amendments. Except as provided in Article Seven, this Declaration may be amended by vote of the Owners having sixty-seven percent (67%) of Lots, or by a written instrument signed by the same percentage of Owners. The Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party to

amend this Declaration by any instrument in writing duly signed, acknowledged and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or adversely affect the vested property or other rights of any Owner or such Owner's Mortgagee.

ARTICLE SEVEN

RESERVED DECLARANT RIGHTS

7.01 General Reserved Rights. Until Turnover, Declarant reserves unto itself, its successors and assigns the right to maintain, and grant Builders 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. Except as set forth in Section 7.03, all of the above rights and interests reserved by Declarant in this Declaration may be exercised by Declarant without the consent or concurrence of any Owner.

7.02 Amendment of Declaration by Declarant. Until Turnover, Declarant reserves unto itself the right, authority and power to amend this Declaration in any manner Declarant deems necessary and appropriate. Any amendment to this Declaration made in accordance with this Section shall require only the signature of Declarant and shall not require the signature of any other Owner or any Mortgagee of any Owner, except as required by Section 7.03.

7.03 Consent of D.R. Horton to Certain Matters. Declarant may not exercise any rights reserved in this Article Seven, or take any action or grant any approval as Declarant under this Declaration (other than any other approval given in the ordinary course as an Owner and not as Declarant) without obtaining the prior written consent of D.R. Horton, Inc. – Birmingham.

7.04 Turnover. All rights of Declarant hereunder shall automatically terminate upon Turnover, except those rights that Declarant holds as an Owner and not by virtue of being the declarant under this Declaration, which shall continue as long as Declarant is an Owner.

ARTICLE EIGHT

MISCELLANEOUS

8.01 Savings. If any provision or provisions of this Declaration, or any article, section, sentence, clause, phrase, or word herein, or the application thereof, is in any circumstances held invalid, the validity of the remainder of this Declaration and the application thereof shall not be affected thereby.

8.02 Captions. The captions in this Declaration are for convenience only and are not a part of this Declaration and do not in any way limit or amplify the terms and provisions of this Declaration.

8.03 Applicable Law. The laws of the State of Alabama shall govern this Declaration. All actions or proceedings in any way, manner or respect, arising out of or from or related to this Declaration shall be litigated only in courts having situs within the county in which the Subdivision is located. Each Owner hereby consents and submits to the jurisdiction of any local, state or federal court located within said county and state and hereby waives any rights it may have to transfer or change the venue of any such litigation. The prevailing party in any litigation in connection with this Declaration shall be entitled to recover from the other party all costs and expenses, including without limitation fees of attorneys and paralegals, incurred by such party in connection with any such litigation.

8.04 Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations hereunder is not a consent or waiver to or of any breach or default in the performance by that Person of the same or any other obligations of that Person. Failure on the part of a Person to complain of any act or to declare any Person in default hereunder, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default.

8.05 Headings. The headings and captions herein are used solely as a matter of convenience and shall not define, limit or expand any term or provision of this Declaration.

8.06 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a subdivision in accordance with Alabama law. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

8.07 Notice. All notices to any Owner shall be delivered by hand delivery, by a recognized overnight courier who maintains verification of delivery in person, or sent by first (1st) class mail to the address of such Owner's Lot.

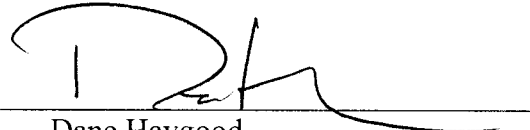
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IN WITNESS WHEREOF, Declarant has executed this Declaration by and through its duly authorized representative as of the date first set forth above.

DECLARANT:

CAMBRON ESTATES LLC, an Alabama limited liability company

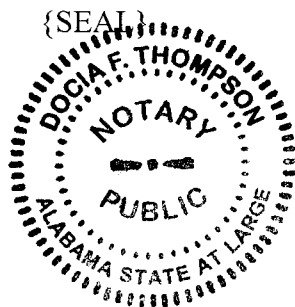
By: REDSOUTH LLC, an Alabama limited liability company, as its Manager

By: 
Dane Haygood
As Its Manager

STATE OF ALABAMA :
COUNTY OF BALDWIN :

I, the undersigned Notary Public, in and for said State and said County, hereby certify that Dane Haygood, whose name as Manager of REDSOUTH LLC, an Alabama limited liability company, acting in its capacity as the manager of CAMBRON ESTATES LLC, an Alabama limited liability company, 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 Manager and with full authority, executed the same voluntarily as and for the act of said REDSOUTH LLC, acting in its capacity as the Manager of said CAMBRON ESTATES LLC, on the day the same bears date.

Given under my hand and official notarial seal this the 11 day of December, 2014.




NOTARY PUBLIC
My Commission Expires: 2-15-16