

Declaration of Restrictions, Covenants and Condominium for Fairfield Pointe Village

This Declaration is made on August 21st, 2008, by THE RIVERTON LAND COMPANY, L.L.C., hereinafter sometimes referred to as "Developer" or "Declarant":

Article 1 - Statement of Intent

Developer owns the real estate commonly known as Fairfield Pointe Village, a subdivision in Fairhope, Baldwin County, Alabama, as more specifically identified in the Plat of Fairfield VI (a/k/a Fairfield Pointe Village) recorded as Slide S-2358 D and Instrument 1133297. Developer desires to provide for the preservation of values in the said real estate by the covenants, restrictions, easements, charges, and liens hereinafter set forth for the benefit of said property and any additional property hereafter added by Developer and its present and future owners. Developer will incorporate the Fairfield Pointe Village Owners Association, Inc. as a not-for-profit corporation, which Association shall have powers of maintaining and administering the joint use properties and facilities, limited common (if any) and common elements, enforcing these covenants and restrictions, and collecting and disbursing assessments and charges.

Developer intends that Fairfield Pointe Village shall be developed solely for residential purposes, but that forms of ownership and types of buildings will be mixed, such that:

Lots 1, 2, 3, 4, and 5 will be owned in fee subject to matters of record, each lot improved with a separate, detached single family residence of conventional style.

Lots 6 through 17 will be owned in fee subject to matters of record, each lot improved with a separate, detached family residence of town house style. The alley easement crossing Lots 6 through 17 and into Lot 18 will be for the exclusive use of the owners of Lots 6 through 17.

Lot 18 will developed as a condominium consisting of a single building composed of no more than five units, with lawn areas outside the condominium building being a limited common element for the use of only those persons owning Lot 18 Units; those parts of Lot 18 designated as drives for motor vehicle use being a common element for the use of only those persons owning Lot 18 Units (except that the portion of the alley easement crossing Lots 6 through 17 and into Lot 18 is also for the use of owners of Lots 6 through 17); and



landscape buffer being a common element, subject to the rights and obligations of the Association to maintain.

Lot 19 will be developed as ground unit condominiums consisting of no more than fifteen (15) Ground Units, each improved by a separate, detached single family residence of town house style. Lawn areas on each Ground Unit generally shall be for the exclusive use of the owner of each such Ground Unit; those parts of Lot 19 designated as drives for motor vehicle use shall be a common element for the use of only those persons owning Lot 19 Ground Units; and landscape buffer being common element, subject to the rights and obligations of the Association to maintain.

Areas designated on a recorded plat as drainage easement, the joint use or detention area located between Lot 1 and Lot 19, and the joint use area north of Lot 6 shall be for the joint use of all Lot Owners, Lot 19 Ground Unit Owners, and Lot 18 Unit Owners.

THEREFORE, the Developer hereby declares that the real estate described herein be held, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens herein set forth, which shall run with the real property and which shall be binding on all parties having any right, title or interest therein or any part thereof, and on their heirs, successors, and assigns, and which shall inure to the benefit of each owner thereof.

2. Declaration of Condominium - Purpose and Description of Improvements

2.1 Lot 19 - Submission to Condominium Act. This Declaration submits Lot 19 of **Fairfield Point Village** and the improvements to be constructed thereon to the condominium form of ownership and use in the manner provided by the Alabama Uniform Condominium Act of 1991, §35-8A-101 et seq. of the 1975 Alabama Code, as it may be from time to time amended. Such condominium shall be known as **Fairfield Pointe Village Lot 19 Condominiums**.

2.2 Lot 19 - General Description of Improvements. The Lot 19 condominium consists of Ground Units, which are private elements restricted to development for residential purposes. The private driveway and walkways on Lot 19 will be owned as Common Elements. At the time of recording this Declaration, no residential structure has been constructed on any such Ground Unit; and, any such residential structure **NEED NOT BE BUILT**.

2.3 Lot 18 - Submission to Condominium Act. This Declaration submits Lot 18 of **Fairfield Point Village** and the improvements to be constructed thereon to the condominium form of ownership and use in the manner provided by the Alabama

Uniform Condominium Act of 1991, §35-8A-101 et seq. of the 1975 Alabama Code, as it may be from time to time amended. Such condominium shall be known as **Fairfield Pointe Village Lot 18 Condominiums**.

2.4 Lot 18 - General Description of Improvements. The Lot 18 condominium shall consist of a single building containing separate residences which are private elements. The driveway and the walkways on Lot 18 will be owned as Common Elements.

2.5 Reservation for Further Declaration. Under §35-8A-217 and §35-8A-210, Developer reserves the rights to create units, common elements and limited common elements on Lot 18 and the right to amend this Declaration for the purpose of further defining condominium aspects on Lots 18 and 19 of the development.

Article 3 - Definitions

When used in this Declaration, the plat and/or plans filed herewith, the Articles of Incorporation and Bylaws of the Association, the following terms shall have the meaning stated herein, unless the context requires otherwise:

1. "Properties": all real property depicted in the recorded plat, including joint use areas.
2. "Lot": any separately owned parcel as may be shown by recorded subdivision plat as Lot 1 through 19. Where the context indicates or requires, such includes any structure or improvement built thereon.
3. "Residence": any building or portion of a building situated upon the Properties designed and intended for use and occupancy as a residence by a single family.
4. "Lot Owner" or "Ground Unit Owner" or "Unit Owner": the record owner, whether one or more persons or entities, respectively of the title to any Lot, any Ground Unit in Lot 19 and any Unit in Lot 18. The foregoing does not include persons or entities who hold an interest as security for a debt or performance of an obligation, unless such person or entity has acquired title pursuant to foreclosure or upon proceeding instead of foreclosure. The term "Owner" includes Lot Owner, Ground Unit Owner and Unit Owner.
5. "Developer": THE RIVERTON LAND COMPANY, L.L.C., its successors and assigns.
6. "Joint Use Areas": all non-condominium Properties for the joint use and enjoyment of the all Owners, located on the recorded Plat as drainage easement, joint

use or detention area located between Lot 1 and Lot 19, and the joint use area north of Lot 6.

7. "Owners Association" or "Association": Fairfield Pointe Village Owners Association, Inc., an Alabama not-for-profit corporation to be formed by the Developer for the purpose of serving as the Owners Association for the Properties.

8. "Board of Directors": Board of Directors of the Owners Association, as set forth in its Articles of Incorporation and By-Laws.

9. "Exterior Structure": any structure erected or maintained on a Lot or Ground Unit other than the main residential structure or any structural component thereof, including but not limited to any deck, gazebo, animal shelter, fence, privacy screen, boundary wall, bridge, patio enclosure, tennis court, paddle tennis court, swimming pool, hot tub, basketball goal, swing set, trampoline, sand box, playhouse, tree house, or other recreational or play structure.

10. "Improvement": any residence, building, fence, wall, driveway, patio, patio enclosure, mail box (including any post, stand or structure therefor), underground utilities, driveways, garages, walkways, paving, curbing, parking areas, rock garden, swimming pool, pool house, tennis court, basketball backboard, dog house, tree house, antenna, flag pole, solar heating or cooling device, tool shed, wind mill, wind generating equipment, satellite dishes, radio or television antennas, trees, shrubbery or other external improvement, including clearing, grading and any excavation or fill, and any other artificial or man-made changes or alterations to the natural conditions of Lot or Ground Unit.

11. "Ground Unit": A condominium unit identified in a diagrammatic plan of the unimproved parcel of land as shown on the Plat as Lot 19 and recorded as Instrument 1133297, and consisting of the real property which is located within the boundary lines designated therein. There is no upper boundary nor lower boundary for a Ground Unit and the perimeter boundary of a Ground Unit shall be the boundary lines designated on such Instrument.

Article 4 - Restrictions and Covenants

1. Each Lot and Ground Unit shall be used for residential purposes only.
2. For each Residence on Lots 1 through 17 and Ground Units 19-A through 19-O there must be an attached or detached garage for not less than two (2) cars or other multi-passenger motor vehicle.
3. Until **December 31, 2033**, no Improvement shall be constructed, erected, placed or permitted to remain on any Lot or Ground Unit, nor shall any grading or

excavation for any Improvement be commenced, except for improvements which have been approved by Developer as follows:

(a) A Lot or Ground Unit Owner desiring to make an Improvement shall deliver two sets of construction plans, landscaping plans and plot plans to Developer (herein collectively referred to as the "Plans"). Such plans shall reflect the type of structure, quality and use of exterior materials, exterior design, exterior color or colors, and location of proposed Improvement. Concurrent with submission of the Plans, Lot or Ground Unit Owner shall notify the Developer of the owner's mailing address.

(b) Developer shall review such Plans in relation to the exterior improvements and construction or approvals for construction on any neighboring Lots or Ground Units and in the surrounding area and any general scheme or plan formulated by Developer. Developer intends that the Lot or Ground Units shall form a developed residential community with Residences and other Improvements constructed of high quality materials. If Developer determines that the proposed Improvement will not protect and enhance the integrity and character of all the Lots or Ground Units as a quality residential community, Developer may refuse approval of the proposed Improvement.

(c) Written notice of the approval or rejection of the proposed Improvement shall be mailed to the Lot or Ground Unit Owner at the address specified by the Owner upon submission of the Plans. No construction of any Improvement shall start before the issuance of the notice of approval.

(d) The decision to approve or reject a proposed Improvement shall be exercised by the Developer to protect the values, character and residential quality of all Lots and Ground Units. However, no Lot or Ground Unit Owner, or combination thereof, or other person or persons shall have any cause of action against Developer, or control, direct or influence over the acts of the Developer with respect to any proposed Improvement. No responsibility, liability or obligations shall be assumed by or imposed upon Developer by virtue of any act or failure to act by Developer with respect to any proposed Improvement.

(e) Approvals and/or consents required by these covenants shall be solely the function of Developer. At its option, Developer may delegate all or any part of the architectural review function to the Board of Directors of the Owners Association. If such delegation is made, control shall be the function and obligation of the Board of Directors of the Owners Association, and it may not be delegated to a separate control committee or other similar group. Any such delegation by Developer of all or part of its review function to the Board of Directors shall not be effective unless done in writing and signed by a person authorized to act on behalf of Developer.

4. Any exposed foundation wall must be constructed of or faced with brick or other material approved by Developer. All driveways must be constructed of concrete,

brick, paving stone, or laid stone. All foundations shall be constructed of concrete, concrete blocks, brick or stone. Fireplace chimneys shall be covered with brick, stucco, wood or other material approved in writing by Developer. Fireplace chimneys on street side of a home shall be covered with brick or stucco. The roof of all Improvements shall be covered with shingles that are identified as imitation shake or equal quality, of at least 245 pound heavy asphalt (Heritage, Presidential or Timberline in style). Wood, tile, metal and slate roofs will be acceptable, with Developer approval.

5. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot or Ground Unit, except one sign per Lot or Ground Unit consisting of not more than four (4) square feet advertising a Lot or Ground Unit as "For Sale".

6. No exterior television or radio antenna, satellite receiving dish greater than 18 inches in diameter, or exterior solar heating or cooling device of any sort shall be permitted on any Lot or Ground Unit, unless the device and its location are approved by Developer.

7. No repair of any boats, automobiles, motorcycles, trucks, campers, or similar vehicles shall be permitted on any Lot or Ground Unit at any time, except wholly within the confines of the garage of its Owner's residence; nor shall vehicles offensive to the neighborhood be visibly stored, parked, or abandoned on any Lot or Ground Unit. No unused building material, junk or rubbish shall be left exposed on the Lot or Ground Unit except during actual building operations, and then only in as inconspicuous a manner as possible.

8. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, truck, aircraft, camper truck, golf cart, or similar chattel shall be maintained or stored on any part of a Lot or Ground Unit (other than in an enclosed structure). No motor vehicle may be parked or stored outside on any Lot or Ground Unit, except vehicles driven on a regular basis by the occupants of the Resident located on such Lot or Ground Unit. No grading or excavating equipment, airplanes, tractors or semi tractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. However, this restriction shall not apply to trucks, tractors, or commercial vehicles which are necessary for the construction of Improvements during their period of construction.

9. No incinerator or trash burner shall be permitted on any Lot or Ground Unit. No garbage or trash can or container or fuel tank shall be permitted unless completely screened from view, except for pickup purposes. No garden, lawn or maintenance equipment of any kind shall be stored or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. No garbage or refuse shall be deposited on any street, road or Lot or Ground Unit. No clothes lines shall be permitted outside of any dwelling at any time. Only produce or vegetable

gardens no larger than 100 square feet may be planted and maintained, and only then in rear yards.

10. Exterior lighting installed on any Lot or Ground Unit shall be of such a controlled focus and intensity as not to disturb the residents of an adjacent Lot or Ground Unit.

11. All fences must be black wrought iron or wooden with ornamental hardware and metal post caps, and must be approved by Developer. Any pet containment fences shall be underground.

12. No above ground swimming pools will be allowed on a Lot or Ground Unit.

13. An Improvement on which construction has begun shall be completed within one (1) year from the start date, and construction must begin within one (1) year of approval of plans.

14. A sidewalk shall be constructed of concrete four (4) feet wide by four (4) inches thick in front of each Lot or Ground Unit and upon each street side of each corner Lot or Ground Unit. The sidewalk shall be placed back of the street curb line in accordance with the recorded Plat of Fairfield Pointe Village. Sidewalk shall be constructed by the owner of the Lot or Ground Unit before completion of the Residence; all such sidewalks shall comply with any requirements of the City of Fairhope.

15. Driveway approaches between the sidewalk and curb on each Lot or Ground Unit shall be constructed of concrete. Should repair or replacement of such approach be necessary, the repair or replacement shall also be of concrete. No asphalt overlay of driveway approaches or driveways will be permitted.

16. Except for animals trained to assist the disabled, animals or pets shall not be permitted on any Lot or Ground Unit or Joint use Area, other than (a) a limited number of domesticated animals commonly accepted in the local community as pets and housed within a Residence in cages or aquariums, and (b) dogs and cats, to a maximum combined number of two. Prohibited are snakes of any size and animals which upon maturity commonly weigh over 75 pounds. All pets or animals shall be maintained by the Owner or Occupant in a manner to minimize impact on other residents, and are subject to such rules and regulations as the Board of Directors may adopt, including compliance with registration procedures imposed by the Board. No pet shall be allowed to make an unreasonable amount of noise or become a nuisance. All pets must be confined to an enclosed area and not allowed to roam freely. Barking dogs shall be controlled by its owner and with electronic barking prevention collars. Pets shall not be permitted to leave excrement outside the Lot or Ground Unit of its Owner. An Owner shall be liable for the costs of repairing any damage caused by the pet of such Owner or the Owner's invitees.

17. Any exterior air conditioning condenser unit shall be placed as to reasonably concealed from public view, in a location approved by the Developer.

18. No structure of a temporary character, carport, detached garage, trailer, basement, tent, storage shed, outbuilding or shack shall be erected upon or used on any Lot or Ground Unit at any time, either temporarily or permanently. No structure or dwelling shall be moved to any Lot or Ground Unit without the written approval of Developer.

19. In the use and enjoyment of a Lot or Ground Unit, the following shall apply to all Owners and their invitees:

(a) Except intercoms and those used exclusively for security purposes, no speaker, horn, whistle, siren, bell or other sound device shall be located, installed or maintained upon the exterior of any Residence or in any yard.

(b) In the event of vandalism, fire, windstorm or other damage, no Residence or exterior structure shall be permitted to remain in a damaged condition for longer than one (1) month.

(c) No exterior Christmas lights and/or decorations may be erected or maintained on any of Lot or Ground Unit, except during a sixty (60) day period beginning November 15th of each calendar year.

(d) Each Lot or Ground Unit Owner shall keep drainage ditches, culverts and swales located on his or her Lot or Ground Unit free and unobstructed and in good repair and shall provide for the installation of such culverts upon his or her Lot or Ground Unit as may be reasonably required for proper drainage.

(e) Neither the Developer, its designee, nor any Lot or Ground Unit Owner shall allow or permit any hunting or the discharge of any firearms within Fairfield Pointe Village.

20. (a) Landscaping and Lawns. Prior to occupancy, all front, side and back lawns shall be fully sodded. The Owner of each Lot or Ground Unit shall keep the lawn uniformly mowed and clipped with a length of grass not to exceed four (4) inches, and shall properly maintain and replace all trees and landscaping. Noxious weeds and plants shall not be kept, and dead and all unsightly growth shall be removed from all improved Lot or Ground Units. Vacant Lots or Ground Units shall not be used for dumping of earth or any waste materials, and no vegetation on vacant Lot or Ground Units shall be allowed to reach a height in excess of twelve (12) inches.

(b) Trees. Each Lot or Ground Unit Owner shall plant at Lot or Ground Unit Owner's expense at least one (1) tree of at least 4" in diameter in the front yard of the Lot or Ground Unit, unless this requirement is specifically waived by the Developer.

Trees or shrubbery shall be planted in the rear of Lots 6 through 17 located east of the alleyway on the recorded plat along the fence. Trees or shrubbery shall be planted in the landscape buffer on Lots 18 and 19. The species of trees or shrubbery to be planted and the location of planting shall be approved by the Developer or its designee. The required vegetation shall be planted as soon after construction of a Residence as weather permits. No dangerous, diseased or otherwise objectionable shrubs or trees will be maintained on any Lot or Ground Unit so as to constitute an actual or potential nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance.

(c) Sprinkler System. Each Lot or Ground Unit Owner (except Owners of Units on Lot 18) shall install, maintain and repair at Lot or Ground Unit Owner's expense, a lawn sprinkler systems. The installation of the sprinkler system shall be completed at the time the Residence is complete. With developer approval, access to the Fairfield Pointe Village well may be granted based on logistical considerations.

(d) Landscaping Required. All landscaping plans shall be approved by Developer, whether for initial construction or later changes. In addition to the cost and the requirements of the preceding three (3) paragraphs, each Lot or Ground Unit Owner shall provide at his or her expense professional landscaping improvements on such Owner's Lot or Ground Unit. All such required landscaping shall be completed by the Lot or Ground Unit Owner prior to occupancy.

21. No Lot, Ground Unit or Improvement shall be used in any way which may endanger the health or unreasonably disturb the owner or owners of any Lot or Ground Unit or any resident thereof. No business activities of any kind whatsoever shall be conducted on any Lot, Ground Unit or Unit. The foregoing restrictions shall not be construed as to prohibit a Lot Owner or Ground Unit Owner or Unit Owner from (a) maintaining a personal professional library; (b) keeping personal business or professional records or accounts; or (c) handling personal business or professional telephone calls or correspondence. Such uses are expressly declared customarily incident to the principal use and not in violation of said restrictions. Further provided, this paragraph shall not apply to the business activities, sign and billboards, or construction or maintenance by Developer, its agents or assigns.

Article 5 - Easements

5.1 Utility Easements and Equipment. Utility easements are reserved throughout the whole of the Property as may be required for utility services (including, without limitation, water, sewer, gas, electricity, telephone, broadband, and cable television). There may be utility equipment located on the Common elements appurtenant to some Units on Lot 18. An easement is hereby reserved for the purpose of placement, maintenance, repair and replacement of such utility equipment by the Developer, the Owners Association and the Owners of the appurtenant Unit.

5.2 Easements for Encroachments. To the extent that any Private Element, Common Element or Limited Common Element on Lot 18 encroaches on any other Private Element, Common Element, or Limited Common Element on Lot 18, whether by reason of any deviation from the Plan in the original construction, repair, renovation, restoration or replacement of any improvement, or by reason of the settling or shifting of any land or improvement, a valid easement shall exist for the encroachment and/or the maintenance of the same, so long as the encroaching Private Element, Common Element or Limited Common Element stands.

5.3 Easements Appurtenant. The easements and other rights for the Unit Owners on Lot 18 shall be appurtenant to the Unit of that Owner, and all conveyances of title to the Unit shall include a conveyance of the easements and rights as herein provided, even though no specific reference to such easements and rights appear in such instrument. The Unit Owners in Lot 18 designate the Owners Association as their lawful attorney-in-fact to execute any and all instruments on their behalf for the purpose of creating all such easements as are contemplated by the provisions hereof.

5.4 The easements granted in this Declaration are for the use and benefit of the Owners Association of Fairfield Pointe Village, and THE RIVERTON LAND COMPANY, LLC, its successors and assigns, and any other Owners within Fairfield Point Village.

5.5. The property in Fairfield Pointe Village is subject to any and all easements reserved on the recorded Plat or described herein.

5.6 Construction Easements. Improvements to be constructed on Lots 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17 shall have zero setback on the north side of each such lot, with the north wall of such improvements being constructed on the lot line. A temporary construction easement is hereby reserved on the southern most five (5) feet of Lots 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16 and the common area adjoining Lot 6 for the purpose of constructing, maintaining, repairing or replacing the exterior wall of improvements on the adjoining Lot.

Article 6 - Owners Association

6.1. Membership. Every Lot Owner, Lot 19 Ground Unit Owner, and Condominium Owner on Lot 18 shall be a member in the Owners Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot Owner, Ground Unit, and Condominium Owner to which it is attached.

6.2 Articles of Incorporation and Bylaws. The initial Articles of Incorporation and Bylaws of the Fairfield Point Village Owners Association, Inc. shall be as separately recorded herewith.

6.3. Voting. The Association shall have one class of members; and the number of votes allocated to each Lot Owner shall be:

<u>Lot or Unit</u>	<u>Votes</u>
1	1
2	1
3	1
4	1
5	1
6	1
7	1
8	1
9	1
10	1
11	1
12	1
13	1
14	1
15	1
16	1
17	1
18	1
19-A	1
19-B	1
19-C	1
19-D	1
19-E	1
19-F	1
19-G	1
19-H	1
19-I	1
19-J	1
19-K	1
19-L	1
19-M	1
19-N	1
19-O	1

Declarant reserves the right to create additional votes in connection with reserved development rights to create additional Units on Lot 18, not to exceed 5 votes on Lot 18. **In addition to the allocation in the above table, Declarant shall have thirty eight (38) votes for so long as Declarant owns any Condominium Unit on Lot 18, any Lot, or any Ground Unit on Lot 19.**

6.4. Designated Voting Representative. If a Lot, Ground Unit, or Lot 18 Unit is owned by more than one person, the person entitled to cast the vote may be designated by a certificate signed by all of the record Owners and filed with the Secretary of the Association. If a Lot, Ground Unit, or Lot 18 Condominium is owned by a corporation, partnership, trust or other legal entity, the person entitled to cast the vote may be designated by a certificate of appointment signed by a duly authorized representative of the entity and filed with the Secretary of the Association. Such

representative of the entity and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in Ownership.

If a Lot, Ground Unit, or Lot 18 Unit is owned by more than one person and they do not designate a voting person, the following shall apply:

- (1) If more than one such Owner is present at any meeting, and they are unable to concur in a decision on any subject requiring a vote, they shall lose their right to vote on that subject at that meeting. However, said vote shall be included in the determination of the presence or absence of a quorum.
- (2) If only one such Owner is present at a meeting, that person shall be entitled to cast the vote.
- (3) If more than one such Owner is present at the meeting, and they concur, any one such Owner may cast the vote.

Article 7 - Assessments, Liens on Land, and Enforcement

7.1 Assessments Generally. (a) By acceptance of a deed conveying title, the Developer and each present or future Owner of any Condominium Unit on Lot 18, any Lot, or any Lot 19 Ground Unit agrees to pay assessments made hereunder by the Owners Association for the purposes hereinafter set forth, which assessments, together with interest, costs, and reasonable attorney's fees shall be and constitute, until paid, a continuing charge against and a lien upon such Condominium Unit on Lot 18, Lot, or Lot 19 Ground Unit. The assessment levied by the Owners Association shall be used exclusively (without any part of the net earnings inuring to the private benefit of its members) to maintain, repair and replace when necessary the subdivision landscaping, lighting, entry-way islands, ponds, fencing, signage, or any other improvements.

(b) In addition to any annual or special assessment applicable to the entire Fairfield Pointe Village development, additional assessments for condominium purposes may be imposed on condominium Units in the building to be constructed on Lot 18 and on Ground Units to be constructed on Lot 19. Such additional assessments for Units on Lot 18 shall be uniform among the owners thereof, and additional assessments for Ground Units on Lot 19 shall be uniform among the owners thereof.

(c) Written notice of all assessments shall be sent to every Owner subject thereto.

7.2 Lien Declared; Interest and Collection Expenses. The Owners Association shall have a lien on each Condominium Unit in Lot 18, each Lot, and each Lot 19 Ground Unit for any unpaid fine and for any unpaid assessment duly made by the

Association, together with interest thereon at a rate as may be determined by the Board (not to exceed one and one-half (1.5%) percent per month) on the unpaid balance, a reasonable service charge as determined by the Board (subject to a minimum service charge of \$30.00), reasonable attorney fees (subject to a minimum attorney fee of \$250.00) and all other expenses of collection. Such lien need not be recorded in the public records of Baldwin County other than by the recording of this Declaration, but shall be extinguished unless proceedings to enforce the lien are instituted within three (3) years after the assessment becomes due. All such liens shall be subordinate to any lien for taxes, the lien of any prior mortgage of record, and any other lien recorded prior in time. An Owner is not entitled to arbitrate an asserted lien claim of the Owners Association.

7.3 Foreclosure on Liens. A lien in favor of the Owners Association may be foreclosed according to the statutory manner for foreclosing a mortgage with power of sale under Alabama law, as same may be from time to time amended. The Association shall be entitled to bid at any sale held in connection with the foreclosure of the assessment lien and may apply as a cash credit against its bid all sums secured by the lien enforced. Arbitration is not a pre-requisite to foreclosure.

7.4 Election of Remedies. Institution of a suit at law to collect payment of any delinquent assessments shall not be deemed to be an election by the Association which shall prevent it thereafter seeking enforcement by foreclosure, nor shall proceeding by foreclosure be deemed to be an election precluding the institution of a suit at law to collect any sum then owed to the Association.

7.5. Enforcement. Subject to the provisions hereof on arbitration, enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages or both and against the land to enforce any lien created by these covenants. Failure by the Owners Association 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.

7.6 Assessment Procedure.

A. Annual Assessments. Before each fiscal year, the Board of Directors shall adopt in reasonably itemized detail an annual budget for the then anticipated fiscal affairs and general operations for the Association for that year, and shall levy and collect annual assessments sufficient to fund the budget for the fiscal year. Provided however, for each of the five (5) years following the date of this Declaration, unless a greater assessment has been authorized by the Members, the aggregate annual assessment applicable to the entire Fairfield Pointe Village development in any one year shall not exceed \$1,000.00 per Lot for Lots 1 through 17, per Unit on Lot 18, and per Ground Unit 19-A through 19-O.

B. The annual assessments provided for herein shall commence on the first day of the month following adoption by the Board and shall be due thirty (30) days thereafter. Annual assessments may be prorated between the Developer and the purchaser according to the time of conveyance.

C. The lien of any assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer shall not affect the assessment lien. However, the sale or transfer pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments to payment which became due prior to such sale or transfer. No sale or transfer shall relieve an Owner from liability for any assessments thereafter becoming due or from the lien thereof.

D. Special Assessments. In addition to the regular annual assessments, the Board of Directors may levy assessments for defraying in whole or in part the costs of any acquisition, construction, reconstruction, repair, painting, maintenance, improvement, or replacement of any common area, including fixtures and personal property related thereto, and related facilities.

E. Excess Assessments. With the approval of sixty percent (60%) of the Members, the Board of Directors may establish any annual or special assessment in excess of the maximums established in this Declaration.

F. Certificate as Assessments. Upon written request and for a reasonable charge, the Association shall furnish a certificate signed by an officer setting forth whether assessments on a specified Lot, Ground Unit, or Unit have been paid to the date of request, the amount of any delinquent sums, and the due date and amount of the next succeeding dues, assessment or installment thereof.

G. Omission of Assessment. The omission by the Association, before the expiration of any year, to fix the assessments for that or the next year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration or a release of any Owner from the obligation to pay assessments or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed.

H. Assessment on Condominium Property. Developer retains the right to file an additional declaration concerning assessments relating to any Ground Unit on Lot 19 and any Unit on Lot 18.

Article 8 - Enforcement of Declaration and Rules and Regulations.

A. The Board shall have the authority to make and to enforce reasonable Rules and Regulations governing the conduct, use, and enjoyment of Lots, Lot 19 Ground Units, Lot 18 Units, Joint Use Areas and the Common Elements (and Limited Common

Elements, if any). Copies of all such Rules and Regulations be furnished to all Owners. Upon any violation of any duty imposed under the Declaration, the Bylaws, or any Rules and Regulations duly adopted, the Board shall have the power to impose reasonable fines which shall constitute a lien on the Unit, to suspend an Owner's right to use the Common Elements and Limited Common Elements (if any) and Joint Use Areas, and to suspend a member's privilege to vote.

B. The Board shall not impose a fine, suspend voting, or impose sanctions on an Owner or Occupant for violation of rules until the following procedure is followed:

(1) Demand. Written demand to cease or cure an alleged violation shall be served upon the alleged violator specifying: (i) the alleged violation; (ii) the action required to abate the violation, and (iii) a time period during which the violation may be abated without further sanction or a statement that any further violation of the same rule may result in the imposition of sanctions.

(2) Notice. If the violation continues past the period allowed in the demand for abatement, or if the same rule is subsequently violated, the Board shall serve the violator with written notice of a hearing to be held by the Board. The notice shall contain (a) the nature of the alleged violation; (b) the time and place of the hearing, which time shall be not less than ten (10) days from the giving of the notice; (c) an invitation to attend the hearing and produce any statement, evidence and witnesses on his or her behalf; and (d) the proposed sanction to be imposed.

(3) Hearing. The hearing shall be held by the Board in executive session pursuant to this notice, affording the member a reasonable opportunity to be heard. Proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer or director who delivered such notice. The notice requirement shall be deemed satisfied if an alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. After following such procedure, the Board may impose a fine, suspend voting, or impose sanctions on an Owner or Occupant.

C. Nothing contained in the provisions governing sanctions shall preclude the Association from taking other remedial actions promptly and without resort to these procedures for sanctions.

D. Enforcement against Tenant by Association. Each Owner who has or shall hereafter lease any Lot, Lot 19 Ground Unit or Lot 18 Unit irrevocably empowers and authorizes the Association to enforce the rules and regulations of the Association and

to terminate the lease and evict any tenant who fails to comply with said rules, or who provides other sufficient cause for termination of the lease and eviction in accordance with the laws of Alabama, this Declaration, Rules and Regulations of the Association, or any contract or lease. The Association, the Board or its managing agent shall not become liable to any Unit Owner or lessor or other party for any loss of rents or other damages resulting from the reasonable exercise of the provisions of this paragraph.

E. Abatement of Violations. The violation of any rule or regulation adopted by the Board, or the breach of any Bylaw, or the breach of any provision of the Declaration shall give the Association the rights, in addition to any other rights set forth in the Declaration, Articles or Bylaws: (a) to enter the Lot, Ground Unit or Unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting person, any structure, thing, or condition contrary to the intent and meaning of the provisions hereof, and the Board shall not thereby be deemed guilty in any manner of trespass, or (b) subject to Article 9 requiring arbitration, to enjoin, to abate, or remedy such thing or condition by appropriate legal proceedings, either at law or in equity, the continuance of any such breach. All expenses of such action or proceedings against a defaulting Owner, including arbitration and court costs, attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the highest lawful rate on judgments until paid, shall be charged to and assessed against such defaulting Owner, and the Association shall have a lien for all of the same upon the interest of such defaulting Owner.

F. Failure of the Association to Insist on Strict Performance; No Waiver. Failure of the Association to insist in any one or more instances upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration or to exercise any right or option herein contained, or to serve any notice or to institute any action shall not restrict or limit the right of the Association to fully enforce the provisions hereof on a later occasion or situation. The receipt by the Association of any assessment from an Owner with knowledge of the breach of any covenant hereof shall not be deemed to be a waiver of such breach. No waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board of the Association.

Article 9 - General Provisions

9.1 Extension of Declaration. After the date specified in Article 4 hereof, this Declaration shall be automatically extended for successive periods of five (5) years, unless an instrument signed by two-thirds of the Owners of Condominiums on Lot 18, Lot Owners and Lot 19 Ground Unit Owners has been recorded, agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement to change shall be effective unless written notice of the proposed Agreement is sent to every Owner at least sixty (60) days in advance of any action taken.

9.2 Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage repaid, to the last known address of the person who appears as an Owner on the records of the Owners Association at the time of such mailing.

9.3 Severability. In the event any one of these covenants or restrictions are held invalid by a judgment or court order, this shall in no way effect any other provisions which shall remain in full force and effect.

9.4 Developer Approval/Consent. Notwithstanding anything to the contrary, whenever the approval or consent of the Developer, or its designee, is required for any action, such approval or consent shall be in writing and be signed and dated by the Developer or its designee. Any approval or consent not in writing as required herein shall be unenforceable. Developer is granted complete and sole discretion to approve or deny any improvement on any Lot or Ground Unit and to enforce this Declaration. No approval or denial by Developer shall be deemed a waiver of any provisions of this Declaration, nor shall such approval or denial be enforceable for any improvement other than that specifically addressed therein.

9.5 Obligations of Developer. No responsibility, liability or obligation shall be assumed by or imposed upon Developer, or its designee, by virtue of the authority granted to Developer in this Declaration, or as a result of any act or failure to act by Developer, or its designee, with respect to any proposed improvement.

9.6 Grantee's Acceptance. Each grantee or purchaser of any Lot or Ground Unit, or Lot 18 Unit shall, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Developer or a subsequent owner accept such deed or contract upon and subject to each and all of the provisions of this Declaration and to the jurisdiction, rights, powers, privileges and immunities of Developer and its designee. By such acceptance, such grantee or purchaser shall, for himself/herself, his/her heirs, devisees, personal representatives, grantees, successors and assigns, lessees and/or lessors, covenant, consent and agree to and with this Declaration and the grantee or purchaser shall observe and comply with this Declaration.

9.7 Dispute Resolution.

A. Binding Arbitration before Board. In the event of any dispute or disagreement: (a) between any Owners relating to the property or its use and enjoyment; or (b) concerning the rights or obligations of the Board or Owners Association; or, (c) concerning any questions of interpretation or application of the provisions of the Declaration, or Articles of Incorporation, or Bylaws, or Rules and Regulations, the dispute shall be arbitrated before the Board and the determination thereof by the Board shall be final and binding on each and all such parties. If the

dispute involves rights or obligations of the Board, the Board shall decline to arbitrate and arbitrators shall be selected pursuant to the following paragraph.

B. Third Party Arbitration. In the event the Board declines (or is obligated to decline) to decide a dispute required to be arbitrated under the previous paragraph, such disagreement shall be referred to three (3) arbitrators, one to be appointed by each party or class of parties, and the third to be appointed by the two (2) appointed by the parties; and the award in writing signed by any two (2) of them shall be final. If either party shall refuse or neglect to appoint an arbitrator within fifteen (15) days after the other shall have appointed an arbitrator and served written notice thereof upon the other, then the arbitrator so appointed by the first party shall proceed to arbitrate and determine the matters of disagreement as if he were an arbitrator appointed by both parties for that purpose, and his award in writing signed by him shall be final. The parties to the arbitration shall share the expense thereof. The decision of the arbitrator or arbitrators shall be enforceable by the Circuit Court of Baldwin County, Alabama.

C. Judicial Redress without Arbitration. For matters seeking judgment for an amount assessed by the Board against an Owner or seeking equitable relief, the Board, on behalf of the Owners Association, may sue in Baldwin County, Alabama courts without previous reference to arbitration.

D. Waiver of right to jury trial. Concerning any matter arising under this Declaration, the Articles of Incorporation or Bylaws of Owners Association, each Unit Owner waives his, her or its right to trial by jury; provided however, that such waiver shall be deemed not to apply to any claim involving injury to the person.

Article 10 - Amendment of Declarations

10.1 Reservation for Further Declaration. Under §35-8A-217 and §35-8A-210, Developer reserves the rights to create units, common elements and limited common elements on Lots 18 and the right to amend this Declaration for the purpose of further defining condominium aspects of the development concerning Lots 18 and 19.

10.2 Percentage Required. Unless the unanimous consent of Owners is required by another provision of this Declaration or the Act or unless amendment by Declarant is permitted by §35-8A-217, this Declaration may be amended only upon two-thirds (2/3) affirmative vote or agreement of all Owners. In matters relating to the Amendment of this Declaration concerning condominium issues (other than matters on which Declarant has reserved the right to amend), only Owners of a Unit on Lot 18 or 19 shall vote; provided however, that the additional 38 votes allocated to the Developer under Article 6.3 hereof may be voted on any matter concerning amendment. If the amendment concerns any matter which effects the security interest of any mortgagee, then such amendment must additionally be approved by two-thirds (2/3) of the Mortgagees secured by the Property. Amendments shall be executed by the President

and Secretary of the Association and recorded in the Records of the Probate Court of the County of Baldwin, State of Alabama. Any said amendment shall be effective as to all persons from time of recording.

THE RIVERTON LAND COMPANY, L.L.C.



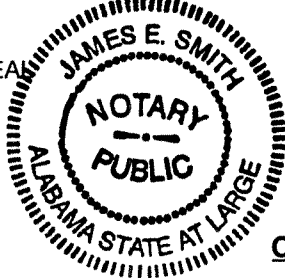
By Scott E. Williams
Its Managing Member

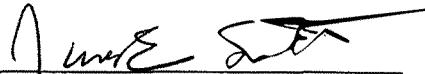
STATE OF ALABAMA,
BALDWIN COUNTY

I, the undersigned Notary Public in said county in said state, hereby certify that **Scott E. Williams**, whose name as a Manager of **The Riverton Land Company, LLC**, a 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 member and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and seal on this 27th day of August, 2008.

AFFIX SEAL



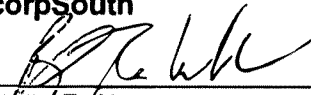

Notary Public
My commission expires: 8/31/2009

CONSENT OF MORTGAGEE

BancorpSouth, as holder of mortgage on the real property subject to this Declaration and improvements thereon, consents to this declaration.

IN WITNESS WHEREOF, said mortgagee has caused its duly authorized officer to affix his hand and seal this ____ day of August, 2008.

BancorpSouth


By: Philip R. Webb
as its Division President

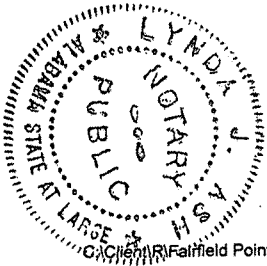
STATE OF ALABAMA
BALDWIN COUNTY

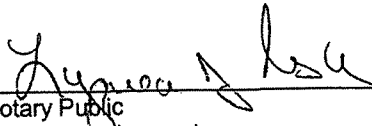
I, the undersigned notary public in and for said county in said State, hereby certify that Philip R. Webb, whose name as Division President of **Bancorp South** is signed to the foregoing instrument and who is known to me, acknowledged before me this day that, being informed of the contents of said

instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day same bears date.

Given under my hand and seal on this 21 day of August, 2008.

AFFIX SEAL





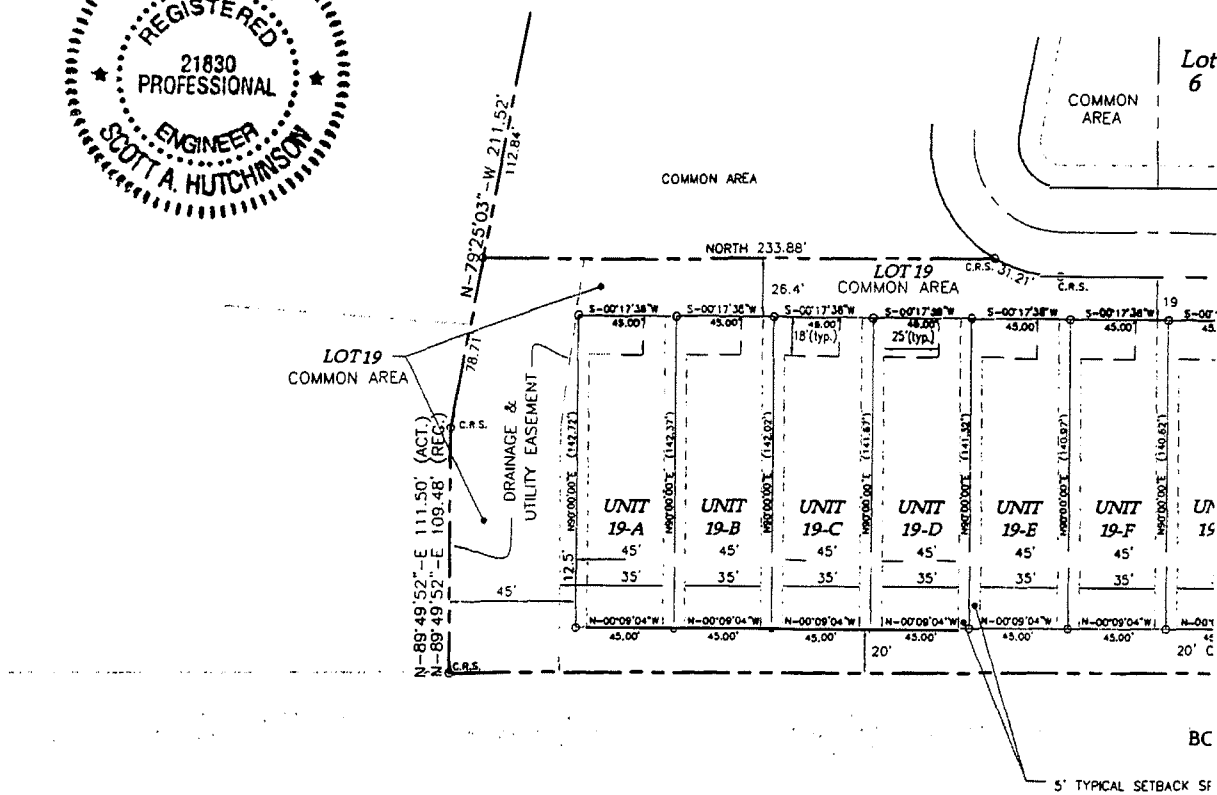
Notary Public
My commission expires _____

MY COMMISSION EXPIRES NOVEMBER 15, 2010

C:\Client\Fairfield Pointe Village\Declaration Aug 20 08.wpd

THERE IS NO BUILDING ON ANY SUCH GROUND UNIT; IMPROVEMENTS ON EACH SUCH GROUND UNIT
NEED NOT TO BE BUILT.

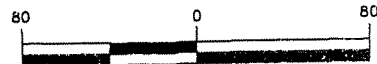
A circular professional seal for the State of Alabama. The outer ring contains the text "ALABAMA" at the top and "SCOTT A. HUTCHINSON" at the bottom. Inside this ring, the word "REGISTERED" is at the top and "ENGINEER" is at the bottom. In the center of the seal, the license number "21830" is displayed above the word "PROFESSIONAL". Two small stars are positioned on the left and right sides of the central text.



					HUTCHINSON, MOORE 2039 MAIN STREET DAPHNE, ALABAMA 36526 ENGINEERS LAND PLANNERS
NO.	REVISION	DATE	ENGR.		

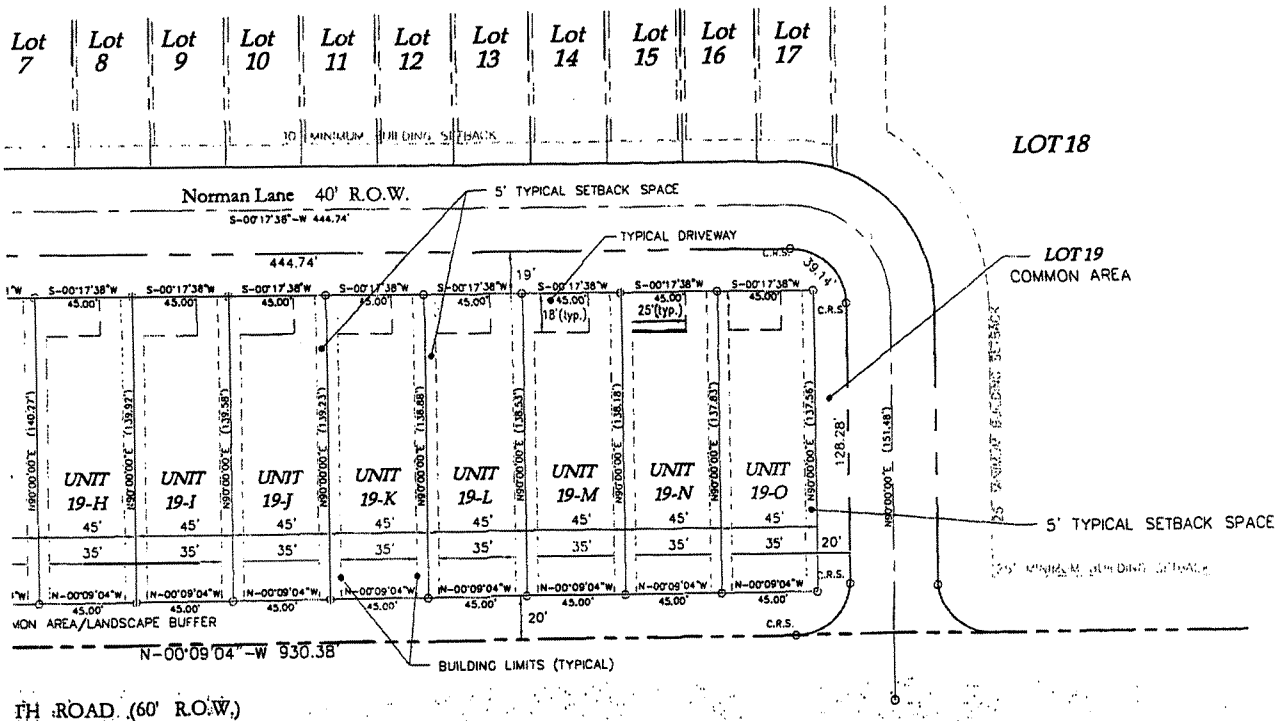


GRAPHIC SCALE



(IN FEET)

1 inch = 80 ft.



J & RAUCH, LLC

SURVEYORS
ENGINEERS

TEL (251) 626-2626
FAX (251) 626-6934
daphne@nmrengineers.com

LOT 19 - UNITS
8/25/2008/2127/10.07

LOT 19 CONDOMINIUM UNITS
FAIRFIELD POINTE VILLAGE

RIVERTON LAND COMPANY, L.L.C.

SCALE	DATE	DRAWN BY	CHECKED BY	SHEET
1" = 80'	AUGUST 2008	JLC		1 OF 1