

THE STATE OF ALABAMA,)

BALDWIN COUNTY.)

KNOW ALL MEN BY THESE PRESENTS, That ROY SPIVEY, EVALYN S. SPIVEY, PHILOMENE B. HOLMES and W. C. HOLMES are the owners of all the lots and Fairmont Park Area in Fairmont Subdivision as recorded in Map Book 4, page 292, in the office of the Judge of Probate of Baldwin County, Alabama;

Said owners desire to subject all of said subdivision to the covenants, terms, conditions, restrictions and limitations herein set forth:

NOW THEREFORE, the owners mutually agree that all of said property is subject to the covenants, terms, restrictions, conditions and limitations as follows:

The covenants shall run with the land and be binding upon any and all property owners until January 1, 1983, and thereafter, until changed by a vote of a majority of the then owners of lots.

In the event any lot owner violates or attempts to violate any covenant, any other lot owner may proceed at law or in equity against said violator.

Invalidation of a covenant shall not affect any other provision.

A-1. No lot may be sub-divided into smaller lots, nor used as a public street, right-of-way or thoroughfare, nor used for other than residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling, utility buildings, a private garage and building for servants quarters, which shall be occupied only by persons employed by the family living in the main dwelling.

A-2. No building shall be erected, placed or altered until the construction plans and specifications, showing the location have been approved by the architectural control committee as to quality of workmanship, materials, harmony of design with existing structures and location with respect to topography and elevation.

A-3. No dwelling shall have a main floor or living area of less than 800 sq. ft., exclusive of open porches, garages and carports.

A-4. No dwelling shall be erected within 50 feet of the front lot line of Helton Drive (Riverview Road) or of Fairmont Drive (except building now on subdivision located on Lots 41 and 42) nor be within 10 ft. of any other lot line (sides and rear).

A-5. No lot may be used as business site for buying, selling, or renting merchandise, service or equipment.

A-6. No open or outside toilets will be permitted, but septic tanks will be required, with no part of tank or field nearer than 20 feet of any lot line.

A-7. Nothing obnoxious or offensive shall be permitted, that may become an annoyance or nuisance to the neighborhood.

A-8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanent.

A-9. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

A-10. Animals or fowls may be kept or maintained on any lot only as a household or children's pet, and not for commercial purposes. Such children's pets may be kept as long as they do not become annoying, obnoxious, offensive, detrimental or objectionable to the community. A vote of the majority of the then record lot owners shall determine this.

A-11. Trash, garbage or other rubbish shall be kept in sanitary containers and not dumped in the subdivision. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

A-12. Fairmont Park Area, including boat slips or boat basins and that part of the river bank shown on the plat as Park Area is for common or undivided ownership and use of lot owners in Fairmont Subdivision. Any and all buildings, sheds, wharfs or constructions of any kind erected or located within Fairmont Park Area, shall be the general property of those owning lots in the subdivision. All buildings or constructions shall be under the supervision and control of the architectural control committee.

B-1. The Architectural Control Committee is composed of ROY SPIVEY, EVALYN S. SPIVEY and PHILOMENE HOLMES, a majority of whom shall be a quorum to make decisions. In the event of the death or resignation of any member of the committee, the remaining committee members shall have full authority to designate a successor. None of the members of the committee shall be entitled to compensation for services performed. A majority of the record lot owners may, by a recorded written instrument, change the membership of the committee and revise its powers.

B-2. The committee's approval or disapproval as required in these covenants shall be in writing, but if it fails to act within 30 days after plans and specifications have been submitted to it, and no suit to enjoin the construction has been commenced prior to the completion thereof, approval shall be assumed to have been granted.

C-1. Any lot owner may proceed at law or in equity to enforce these covenants as is proper under the circumstances.

C-2. Fairmont Drive and Cross Street are public rights-of-way and for public utilities.

IN WITNESS WHEREOF, the owners have hereunto set their hands and seals this the 4th day of October, 1957.

Roy Spivey (SEAL)
Roy Spivey

Evalyn S. Spivey (SEAL)
Evalyn S. Spivey

Philomene B. Holmes (SEAL)
Philomene B. Holmes

W. C. Holmes (SEAL)
W. C. Holmes

BOOK 015
PAGE 15

THE STATE OF ALABAMA,)

BALDWIN COUNTY.)

I, the undersigned Notary Public, in and for said County and State, do hereby certify that Roy Spivey, Evalyn S. Spivey, Philomene B. Holmes and W. C. Holmes, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 4th day of October, 1957.

James C. Clum
Notary Public

Affix Seal:

STATE OF ALABAMA, BALDWIN COUNTY

10-11-57 1 P.M.

Recorded book page

MR. Stuart
Judge of Probate

6

AMENDED RESTRICTIONS

FAIRMONT SUBDIVISION

THE STATE OF ALABAMA,)
BALDWIN COUNTY.)

Adopted October 30, 1982
Supercedes Restrictions
Recorded in Misc. Book 15,
Pages 13 - 15

KNOW ALL MEN BY THESE PRESENTS, that the owners of the majority of lots in Fairmont Subdivision as recorded in Map Book 4, page 292, in the office of the Judge of Probate of Baldwin County, Alabama, desire to subject all of said subdivision to the covenants, terms, conditions, restrictions and limitations herein set forth:

NOW THEREFORE, the owners mutually agree that all of said property is subject to the covenants, terms, restrictions and conditions and limitations as follows:

The covenants shall run with the land and be binding upon any and all property owners until January 1, 1984, and thereafter, until changed by a vote of a majority of the then owners of lots.

In the event any lot owner violates or attempts to violate any covenant, any other lot owner may proceed at law or in equity against said violator.

Invalidation of a covenant shall not affect any other provision.

A-1. No lot may be sub-divided into smaller lots, nor used as a public street, right-of-way or thoroughfare, nor used for other than residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling, utility buildings, a private garage and building for servants quarters, which shall be occupied only by persons employed by the family living in the main dwelling.

A-2. No building shall be erected, placed or altered until the construction plans and specifications, showing the location have been approved by the architectural control committee as to quality of workmanship, materials, harmony of design with existing structures and location with respect to topography and elevation.

A-3. No dwelling shall have a main floor or living area of less than 1200 sq. ft., exclusive of open porches, garages and carports.

A-4. No dwelling shall be erected within 50 feet of the front lot line of Helton Drive (Riverview Road) or of Fairmont Drive (except building now on subdivision located on Lots 41 and 42) nor be within 10 ft. of any other lot line (sides and rear).

A-5. No lot may be used as business site for buying, selling, or renting merchandise or equipment.

A-6. No open or outside toilets will be permitted, but septic tanks will be required, with no part of tank or field nearer than 20 feet of any lot line.

A-7. Nothing obnoxious or offensive shall be permitted, that may become an annoyance or nuisance to the neighborhood.

A-8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanent.

STATE OF ALABAMA,
BALDWIN COUNTY

I certify that this instrument was filed on

DEC 30 1982

2:35 P
M

and that no tax was collected. Recorded in
Book 1756 Page 1760
Judge of Probate
By [Signature]

REC. 43-1756

A-9. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

A-10. Animals or fowls may be kept or maintained on any lot only as a household or children's pet, and not for commercial purposes. Such children's pets may be kept as long as they do not become annoying, obnoxious, offensive, detrimental or objectionable to the community. A vote of the majority of the then record lot owners shall determine this.

A-11. Trash, garbage or other rubbish shall be kept in sanitary containers and not dumped in the subdivision. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

A-12. Fairmont Park Area, including boat slips or boat basins and that part of the river bank shown on the plat as Park Area is for common or undivided ownership and use of lot owners in Fairmont Subdivision. Any and all buildings, sheds, wharfs or constructions of any kind erected or located within Fairmont Park Area, shall be the general property of those owning lots in the subdivision. All buildings or constructions shall be under the supervision and control of the architectural control committee.

B-1. The Architectural Control Committee is composed of three Fairmont Subdivision property owners who shall be elected at the annual meeting of the property owners Association, a majority of whom shall be a quorum to make decisions. In the event of the death or resignation of any member of the committee, the remaining committee members shall have full authority to designate a successor. None of the members of the committee shall be entitled to compensation for services performed.

B-2. The committee's approval or disapproval as required in these covenants shall be in writing, but if it fails to act within 30 days after plans and specifications have been submitted to it, and no suit to enjoin the construction has been commenced prior to the completion thereof, approval shall be assumed to have been granted.

C-1. Any lot owner may proceed at law or in equity to enforce these covenants as is proper under the circumstances.

C-2. Fairmont Drive and Cross Street are public rights-of-way and for public utilities.

REC. 43-46-1757

IN WITNESS WHEREOF, the owners have hereunto set their hands
and seals this the 30th day of October, 1982.

LOT NUMBER

OWNER(S)

9 + ~~25~~

J. H. Hunter, widow

28

Evelyn Thomas

Ed Thomas

26

Louise Greenwald widow

27

Irving Gutmann (widow)

13

Earl S. Quernon

7

John F. Merron (single)

10

Spania M. Anderson

Mildred L. Anderson

2

Richard J. Curry

Alma S. Curry

14

Lucille M. Bell (widow)

15, 18, 19

Evelyn A. Caldwell

Serge W. Caldwell

16-17

Ellen Florence Harrison (widow)

6

Amelia S. Wakeford

widow

REC. 43-116 1758

29

Matthew M. Gamble

Melvin E. Gamble

20-21

J B Perry

Rufus H. Perry

40, 41, 42 & 43

Roy Farmer

Virginia G. Farmer

39

William H. Hester

Martha Jean Hester

44

W. L. Ferguson

Elinor Ferguson

24

James F. Caldwell

Inel P. Caldwell

45

Betty K. Gerson

J R Gerson

37

Madge L. Edikens (Mrs R. E.)
(widow)

4

Sallie Holloway (widow)

30-33-34

Edgar T. Southworth

Louis K. Southworth

REC. 43-406 1759

THE STATE OF ALABAMA,)
BALDWIN COUNTY,)

I, the undersigned Notary Public, in and for said County and State, do hereby certify that the individuals whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 30th day of October, 1982.



Joseph F. Bunch
Notary Public
My Commission Expires 3/27/85

x Inez Gutmann
a widow

STATE OF Alabama
COUNTY OF Baldwin

I, Ruth Ann Beard, a Notary Public in and for
said County in said State, hereby certify that Inez Gutmann

whose name is signed to the foregoing instrument, and who
is known to me, acknowledged before me on this day that, being
informed of the contents of the instrument, she executed the
same voluntarily on the day the same bears date.

Given under my hand and official seal this the 13th day of
December, 1982.



Ruth Ann Beard
Notary Public
My Commission Expires May 29, 1984

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public in and for
said County in said State, hereby certify that _____

whose name _____ signed to the foregoing instrument, and who
_____ known to me, acknowledged before me on this day that, being
informed of the contents of the instrument, _____ executed the
same voluntarily on the day the same bears date.

Given under my hand and official seal this the _____ day of
_____, 19____.

Notary Public

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public in and for
said County in said State, hereby certify that _____

whose name _____ signed to the foregoing instrument, and who
_____ known to me, acknowledged before me on this day that, being
informed of the contents of the instrument, _____ executed the
same voluntarily on the day the same bears date.

Given under my hand and official seal this the _____ day of
_____, 19____.

Notary Public

REC. 43 JUNE 17 1960

RECORD FEE 67.50
STATE OF ALABAMA
BALDWIN COUNTY
I CERTIFY THIS INSTRUMENT WAS
FILED AND TAKEN FOR RECORD ON

AMENDED RESTRICTIONS
FAIRMONT SUBDIVISION

SEP 17 12 15 PM '97

THE STATE OF ALABAMA,)
BALDWIN COUNTY.)

DEED
MIN. TAX
RECORDED
JUDGE OF PROBATE
Adopted April 19, 1997
Supersedes Restrictions
Recorded in Misc. Book 15
Pages 13 - 15
762

KNOW ALL MEN BY THESE PRESENT, that the owners of the majority of the lots in Fairmont Subdivision as recorded in Map Book 4, page 292, in the office of the Judge of Probate of Baldwin County, Alabama, having joined together in an association, hereafter referred to as the Fairmont Subdivision Improvement Association, desire to subject all of said subdivision to the covenants, terms, conditions, restrictions and limitations herein set forth:

NOW THEREFORE, the owners mutually agree that all of the said property is subject to the covenants, terms, restrictions and limitations as follows:

The covenants shall run with the land and be binding upon any and all property owners beginning July 1, 1997, and thereafter, until changed by a vote of a majority of the then owners of lots.

In the event that any lot owner violates or attempts to violate any covenant, any other lot owner may proceed at law or in equity against said violator.

Invalidation of a covenant shall not affect any other provision.

A - 1. No lot may be subdivided into smaller lots, nor used as a public street, right-of-way or thoroughfare, nor used for other than residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling, utility buildings, a private garage and building for servants quarters, which shall be occupied only by persons employed by the family living in the main dwelling.

A - 2. No building shall be erected, placed or altered until the construction plans and specifications, in duplicate, showing the location, have been approved by the Architectural Control Committee as to quality of workmanship, materials, harmony of design with existing structures and location with respect to topography and elevation.

A - 3. No dwelling shall have less than 1,450 square feet of enclosed, heated-air conditioned living area excluding porches, garages and carports.

MISC 0095 PAGE 0736

Fairmont Subdivision, Amended Restrictions, April 19, 1997

A - 4. No dwelling or structure shall be erected within 50 feet of the front lot line of Helton Drive (Riverview Road) or of Fairmont Drive (except building now in the subdivision located on Lots 41 and 42) nor be within 10 feet of any other lot line (sides and rear).

A - 5. No lot may be used as a business site for buying, selling, or renting merchandise or equipment.

A - 6. No open or outside toilets will be permitted, but septic tanks will be required, with no part of the tank or field nearer than 20 feet of any lot line.

A - 7. Nothing obnoxious or offensive shall be permitted that may become an annoyance or nuisance to the neighborhood.

A - 8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used at any time as a residence, either temporary or permanent.

A - 9. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

A - 10. Animals or fowls may be kept or maintained on any lot only as household or children's pets, and not for commercial purposes. Such children's pets may be kept as long as they do not become annoying, obnoxious, offensive, detrimental or objectionable to the community. A vote of the majority of the then record lot owners shall determine this.

A - 11. Trash, garbage or other rubbish shall be kept in sanitary containers and not dumped in the subdivision. All incinerators or other equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition.

A - 12. Fairmont Park Area, including boat slips or boat basins and that part of the river bank shown on the plat as Park Area is for common or undivided ownership and use of lot owners in Fairmont subdivision. Any and all buildings, sheds, wharves, or construction of any kind erected on owner's boat lot, is the possession of the sole owner of such structure and must be maintained the same as their dwelling. All construction shall be approved under the supervision of the Architectural Control Committee. No one shall be permitted to live on any boat lot or structure thereon.

Fairmont Subdivision, Amended restrictions, April 19, 1997

A - 13. Concerning the rental or lease of property, the property owner must inform in writing the elected officers of the Subdivision Improvement Association of his or their intentions. This does not relieve the owner of any of the restrictions in this covenant.

A - 14. If a dwelling or structure is damaged by nature or fire, the owner must clean up the debris within 30 days. Then the structure must be rebuilt or removed within 180 days unless construction is actively in progress. In the event of mitigating circumstances, the Architectural Control Committee may extend these time limits. If any structure is left to deteriorate and is causing a safety hazard or downgrading of other properties, the owner will be notified in writing and given a reasonable amount of time to correct before any person or group of persons proceeds at law against said violation.

B - 1. The Fairmont Subdivision Improvement Association is established to provide the property owners a way to formally address matters concerning the subdivision. The officers of the association shall be a president, vice-president, and secretary/treasurer. These officers shall be elected at an annual meeting of the property owners by a majority of the property owners present at the meeting. These same officers shall act as the Architectural Control Committee for the subdivision. In the event of the death or resignation of any association officer, the remaining officers shall have full authority to designate a successor.

B - 2. The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing, but if it fails to act within 30 days after plans and specifications have been submitted to it, and no suit to enjoin the construction has been commenced prior to the completion thereof, approval shall be assumed to have been granted.

C - 1. Any lot owner may proceed at law or in equity to enforce these covenants as is proper under the circumstances.

C - 2. Fairmont Drive and Cross Street are public rights-of-way and for public utilities.

Fairmont Subdivision, Amended Restrictions, April 19, 1997

We, Jimmy W. Jenkins and Leah B. Jenkins,
owners of lot(s) 41 & 42, Fairmont Subdivision, agree with and accept as binding, the
Amended Restrictions adopted on April 19, 1997.

[Signature]
signature

5/5/97
date

Leah B. Jenkins
signature

5-5-97
date

witness

date

witness

date

This instrument may be executed in one or more counterparts, each of which shall be
deemed an original, but all of which together shall constitute one and the same instrument.

STATE OF Alabama
Baldwin COUNTY

I, the undersigned authority, in and for said county, in said state, hereby certify that
Jimmy W. Jenkins and Leah B. Jenkins, husband and
wife, whose names are signed on the foregoing instrument and who are known to me,
acknowledged before me on this day that being informed of the contents of the instrument,
they, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 5th day of May, 1997.

Michelle E. Allen
NOTARY PUBLIC

My commission expires: My Commission Expires 10/4/2000



Fairmont Subdivision, Amended Restrictions, April 19, 1997

We, NATHAN W. GAMBLE and NELLIE E. GAMBLE,
owners of lot(s) 28-29, Fairmont Subdivision, agree with and accept as binding, the
Amended Restrictions adopted on April 19, 1997.

Nathan W. Gamble 5-6-97
signature date

Nellie E. Gamble 5-6-97
signature date

witness date

witness date

This instrument may be executed in one or more counterparts, each of which shall be
deemed an original, but all of which together shall constitute one and the same instrument.

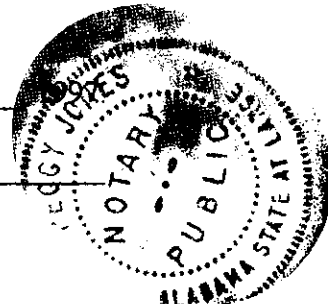
STATE OF Alabama
Baldwin COUNTY

I, the undersigned authority, in and for said county, in said state, hereby certify that
NATHAN W. GAMBLE and NELLIE E. GAMBLE, husband and
wife, whose names are signed on the foregoing instrument and who are known to me,
acknowledged before me on this day that being informed of the contents of the instrument,
they, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 6th day of May

Peggy Jones
NOTARY PUBLIC

My commission expires: 1-5-98



MS00095 PAGE 0740

Fairmont Subdivision, Amended Restrictions, April 19, 1997

We, Paul W. St. John and Shirley A. St. John,
owners of lot(s) 38, Fairmont Subdivision, agree with and accept as binding, the
Amended Restrictions adopted on April 19, 1997.

Paul W. St. John signature 5-13-97 date

Shirley A. St. John signature 5-13-97 date

Joan Ard witness 5-13-97 date

Rose Robertson witness 5-13-97 date

This instrument may be executed in one or more counterparts, each of which shall be
deemed an original, but all of which together shall constitute one and the same instrument.

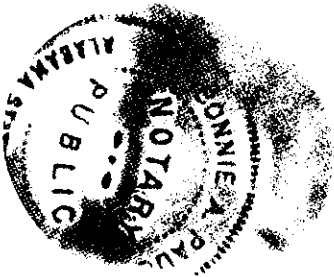
STATE OF Alabama
Baldwin COUNTY

I, the undersigned authority, in and for said county, in said state, hereby certify that
Paul W. St. John and Shirley A. St. John, husband and
wife, whose names are signed on the foregoing instrument and who are known to me,
acknowledged before me on this day that being informed of the contents of the instrument,
they, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 13th day of May, 1997.

Bonnie Paul
NOTARY PUBLIC

My commission expires: 7/29/99



Fairmont Subdivision, Amended Restrictions, April 19, 1997

We, ROBERT V. FIERSTOS and LUCIA L. FIERSTOS,
owners of lot(s) No. 8, Fairmont Subdivision, agree with and accept as binding, the
Amended Restrictions adopted on April 19, 1997.

Lucia L. Fierstos
signature

6 May 97
date

Robert V. Fierstos
signature

6 May 97
date

Beverly Deiner
witness

5-6-97
date

Deborah Harms
witness

5-6-97
date

This instrument may be executed in one or more counterparts, each of which shall be
deemed an original, but all of which together shall constitute one and the same instrument.

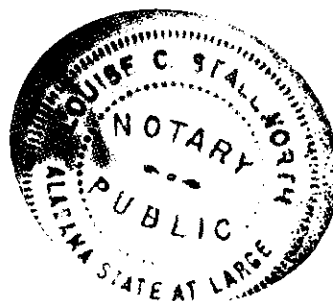
STATE OF ALABAMA
Baldwin COUNTY

I, the undersigned authority, in and for said county, in said state, hereby certify that
Lucia L. Fierstos and Robert V. Fierstos, husband and
wife, whose names are signed on the foregoing instrument and who are known to me,
acknowledged before me on this day that being informed of the contents of the instrument,
they, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 6 day of May, 1997.

Louise C. Stallworth
NOTARY PUBLIC

My commission expires: _____



Fairmont Subdivision, Amended Restrictions, April 19, 1997

We, Joseph and Erna Bieser,
owners of lot(s) 5, Fairmont Subdivision, agree with and accept as binding, the
Amended Restrictions adopted on April 19, 1997.

Joseph R Bieser 5-8-97
signature date

Erna M Bieser 5-8-97
signature date

witness date

witness date

This instrument may be executed in one or more counterparts, each of which shall be
deemed an original, but all of which together shall constitute one and the same instrument.

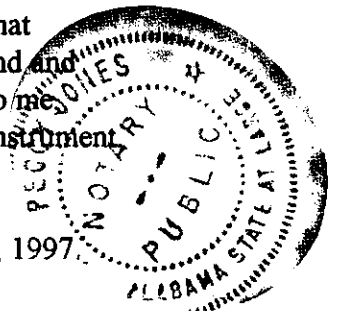
STATE OF Alabama
Baldwin COUNTY

I, the undersigned authority, in and for said county, in said state, hereby certify that
JOSEPH R. BIESER and ERNA M. BIESER, husband and
wife, whose names are signed on the foregoing instrument and who are known to me,
acknowledged before me on this day that being informed of the contents of the instrument
they, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 8th day of May, 1997.

Peggy Jones
NOTARY PUBLIC

My commission expires: 1-5-98



REC-0095 PNC 0743

Fairmont Subdivision, Amended Restrictions, April 19, 1997

I, Inez Gutmann owner of lot(s) 27, Fairmont Subdivision, agree with and accept as binding, the Amended Restrictions adopted on April 19, 1997.

Inez Gutmann
signature

5-9-97
date

Benedy Deisner
witness

5-9-97
date

Liana Smith
witness

5-9-97
date

This instrument may executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

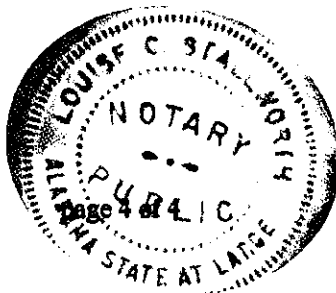
STATE OF Alabama
Baldwin COUNTY

I, the undersigned authority, in and for said county, in said state, hereby certify that Inez Gutmann, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, she/he, executed the same voluntarily on the day the same bears date.

given under my hand and official seal this the 9 day of May, 1997

Louis C. Stallworth
NOTARY PUBLIC

My commission expires:



MISC 0095 PAGE 0744

Fairmont Subdivision, Amended Restrictions, April 19, 1997

I, Edythe M Warner owner of lot(s) # 11, Fairmont Subdivision, agree with and accept as binding, the Amended Restrictions adopted on April 19, 1997.

Edythe M Warner 5-28-97
signature date

Walter Blacklock 5-28-97
WALTER witness 3/14/02 date

Lee Wain 5-28-97
Lee witness Wells date

This instrument may executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

STATE OF Alabama
Baldwin COUNTY

I, the undersigned authority, in and for said county, in said state, hereby certify that Edythe M Warner, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, she/he, executed the same voluntarily on the day the same bears date.

given under my hand and official seal this the 28 day of May, 1997

Anne W Olney
NOTARY PUBLIC

My commission expires: 4-24-2000 Anne W Olney

MSR 0095 PRE 0745

Fairmont Subdivision, Amended Restrictions, April 19, 1997

We, Lee A. Grose and Caroline Grose,
owners of lot(s) 3, Fairmont Subdivision, agree with and accept as binding, the
Amended Restrictions adopted on April 19, 1997.

<u>Lee A. Grose</u> signature	<u>6-5-97</u> date
<u>Caroline Grose</u> signature	 date
 witness	 date
 witness	 date

This instrument may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

STATE OF Alabama
Barlow COUNTY

I, the undersigned authority, in and for said county, in said state, hereby certify that
LEE A. GROSE and CAROLINE S. GROSE, husband and
wife, whose names are signed on the foregoing instrument and who are known to me,
acknowledged before me on this day that being informed of the contents of the instrument,
they, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 5 day of JUNE, 1997.

Marla D. Brunson
My Commission Expires 4/26/2000 NOTARY PUBLIC

My commission expires: _____



Fairmont Subdivision, Amended Restrictions, April 19, 1997

I, James E Brock owner of lot(s) 13, Fairmont Subdivision, agree with and accept as binding, the Amended Restrictions adopted on April 19, 1997.

James E Brock
signature

5-29-97
date

Geri Headen
witness

5/29/97
date

Chris Buford
witness

5-29-97
date

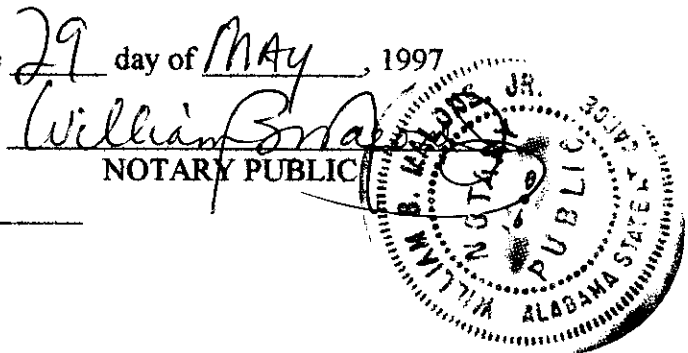
This instrument may executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

STATE OF Alabama
Baldwin COUNTY

I, the undersigned authority, in and for said county, in said state, hereby certify that JAMES E BROCK, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, she/he, executed the same voluntarily on the day the same bears date.

given under my hand and official seal this the 29 day of MAY, 1997

My commission expires: 12/1/97



MISC 0095 PAGE 0747

Fairmont Subdivision, Amended Restrictions, April 19, 1997

I, WILLIAM WUEST owner of lot(s) 18, Fairmont Subdivision, agree with and accept as binding, the Amended Restrictions adopted on April 19, 1997.

W. L. Wuest
signature

5/22/97
date

witness

date

witness

date

This instrument may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

STATE OF ALABAMA
BALDWIN COUNTY

I, the undersigned authority, in and for said county, in said state, hereby certify that William Wuest, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, she/he, executed the same voluntarily on the day the same bears date.

given under my hand and official seal this the 22nd day of May, 1997

Sandra H. McGraw
NOTARY PUBLIC

My commission expires: 1/13/98



Fairmont Subdivision, Amended Restrictions, April 19, 1997

We, Russell V. Carroll and KATHERINE S. CARROLL
owners of lot(s) 23, Fairmont Subdivision, agree with and accept as binding, the
Amended Restrictions adopted on April 19, 1997.

Russell V. Carroll
signature

5/19/97
date

Katherine S. Carroll
signature

5/19/97
date

witness

date

witness

date

This instrument may be executed in one or more counterparts, each of which shall be
deemed an original, but all of which together shall constitute one and the same instrument.

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned authority, in and for said county, in said state, hereby certify that
Russell V. Carroll and KATHERINE S. CARROLL, husband and
wife, whose names are signed on the foregoing instrument and who are known to me,
acknowledged before me on this day that being informed of the contents of the instrument,
they, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 19th day of May, 1997.

Laurel F. Wood
NOTARY PUBLIC

My commission expires: _____

MY COMMISSION EXPIRES MARCH 25, 2000



Fairmont Subdivision, Amended Restrictions, April 19, 1997

We, RUTH H. PERRY and J. B. PERRY,
owners of lot(s) 20+21, Fairmont Subdivision, agree with and accept as binding, the
Amended Restrictions adopted on April 19, 1997.

x. Ruth H. Perry 5-19-97
signature date

J. B. Perry 5-19-97
signature date

witness date

witness date

This instrument may be executed in one or more counterparts, each of which shall be
deemed an original, but all of which together shall constitute one and the same instrument.

STATE OF Alabama
Baldwin COUNTY

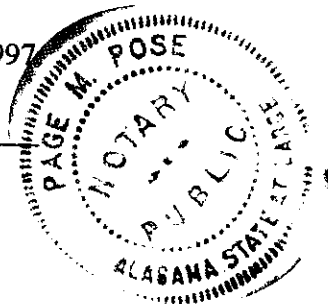
I, the undersigned authority, in and for said county, in said state, hereby certify that
J. B. Perry and Ruth H. Perry, husband and
wife, whose names are signed on the foregoing instrument and who are known to me,
acknowledged before me on this day that being informed of the contents of the instrument,
they, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 19 day of May, 1997.

MY COMMISSION EXPIRES MARCH 24, 2001

Page M. Pose
NOTARY PUBLIC

My commission expires: _____



MSC0095 PAGE 0750

Fairmont Subdivision, Amended Restrictions, April 19, 1997

I, John F. MERRON owner of lot(s) #7, Fairmont Subdivision, agree with and accept as binding, the Amended Restrictions adopted on April 19, 1997.

John F. Merron
signature

5-14-97
date

witness

date

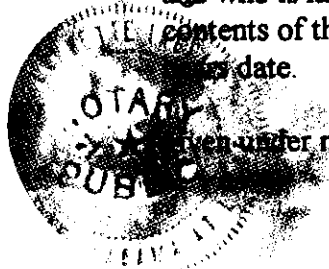
witness

date

This instrument may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

STATE OF Alabama
Baldwin COUNTY

I, the undersigned authority, in and for said county, in said state, hereby certify that John F. Merron, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, she/he, executed the same voluntarily on the day the same was signed.



Witnessed under my hand and official seal this the 14th day of May, 1997

Sumter Dugan
NOTARY PUBLIC

My commission expires: 1-16-2000

MISC0095 PREL 0751

Fairmont Subdivision, Amended Restrictions, April 19, 1997

I, Flossie L. Greenwald owner of lot(s) 26, Fairmont Subdivision, agree with and accept as binding, the Amended Restrictions adopted on April 19, 1997.

Flossie L. Greenwald 5/9/97
signature date

Margaret E. Stricklin 5/9/97
witness date

Loonie Harris 5/9/97
witness date

This instrument may executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

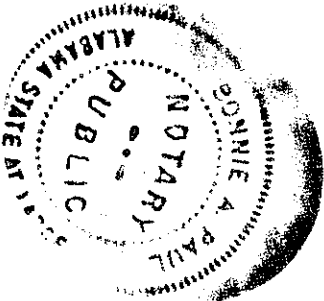
STATE OF Alabama
Baldwin COUNTY

I, the undersigned authority, in and for said county, in said state, hereby certify that Flossie L. Greenwald, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, she/he, executed the same voluntarily on the day the same bears date.

given under my hand and official seal this the 9th day of May, 1997

Sonnie Paul
NOTARY PUBLIC

My commission expires: 9/29/99



Fairmont Subdivision, Amended Restrictions, April 19, 1997

We, Robert Cadmus and Natalie Cadmus,
owners of lot(s) 35436, Fairmont Subdivision, agree with and accept as binding, the
Amended Restrictions adopted on April 19, 1997.

Robert Cadmus 5-13-97
signature date

Natalie Cadmus 5-13-97
signature date

Charles A. Webster 5-13-97
witness date

Jane Webster 5-13-97
witness date

This instrument may be executed in one or more counterparts, each of which shall be
deemed an original, but all of which together shall constitute one and the same instrument.

STATE OF _____
_____ COUNTY

I, the undersigned authority, in and for said county, in said state, hereby certify that
_____ and _____, husband and
wife, whose names are signed on the foregoing instrument and who are known to me,
acknowledged before me on this day that being informed of the contents of the instrument,
they, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the _____ day of _____, 1997.

NOTARY PUBLIC

My commission expires: _____

Fairmont Subdivision, Amended Restrictions, April 19, 1997

We, Wilbur L. Ferguson and Elinor R. Ferguson,
owners of lot(s) 44, 43, Fairmont Subdivision, agree with and accept as binding, the
Amended Restrictions adopted on April 19, 1997.

Wilbur L. Ferguson
signature 5/4/97
date

Elinor R. Ferguson
signature 5/4/97
date

[Signature]
witness 5/4/97
date

[Signature]
witness 5/4/97
date

This instrument may be executed in one or more counterparts, each of which shall be
deemed an original, but all of which together shall constitute one and the same instrument.

STATE OF _____
COUNTY

I, the undersigned authority, in and for said county, in said state, hereby certify that
_____ and _____, husband and
wife, whose names are signed on the foregoing instrument and who are known to me,
acknowledged before me on this day that being informed of the contents of the instrument,
they, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the _____ day of _____, 1997.

NOTARY PUBLIC

My commission expires: _____

MSF 0095 PRE 0754

Fairmont Subdivision, Amended Restrictions, April 19, 1997

We, Charles A. Webster and Irene L. Webster,
owners of lot(s) 6, Fairmont Subdivision, agree with and accept as binding, the
Amended Restrictions adopted on April 19, 1997.

<u>Charles A. Webster</u>	<u>5-12-97</u>
signature	date
<u>Irene L. Webster</u>	<u>5-12-97</u>
signature	date
<u>Joseph R. Buisson</u>	<u>5-12-97</u>
witness	date
<u>Joseph R. Buisson</u>	<u>5-12-97</u>
witness	date

This instrument may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

STATE OF _____
COUNTY _____

I, the undersigned authority, in and for said county, in said state, hereby certify that
_____ and _____, husband and
wife, whose names are signed on the foregoing instrument and who are known to me,
acknowledged before me on this day that being informed of the contents of the instrument,
they, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the _____ day of _____, 1997.

NOTARY PUBLIC

My commission expires: _____

Fairmont Subdivision, Amended Restrictions, April 19, 1997

I, Betty K. Allison owner of lot(s) 45, Fairmont Subdivision, agree with and accept as binding, the Amended Restrictions adopted on April 19, 1997.

Betty K. Allison
signature

5/6/97
date

Paul W. Stillwell
witness

5/06/97
date

Joanne J. Davis
witness

5/6/97
date

This instrument may executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

STATE OF _____
COUNTY

I, the undersigned authority, in and for said county, in said state, hereby certify that _____, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, she/he, executed the same voluntarily on the day the same bears date.

given under my hand and official seal this the _____ day of _____, 1997

NOTARY PUBLIC

My commission expires: _____

Fairmont Subdivision, Amended Restrictions, April 19, 1997

We, ~~Sara~~ Sara Thompson and David Thompson, owners of lot(s) 25, Fairmont Subdivision, agree with and accept as binding, the Amended Restrictions adopted on April 19, 1997.

David P. Thompson 5/21/97
signature date

Sara Thompson 5/21/97
signature date

Dawn E. Thompson 5/21/97
witness date

Janila Thompson 5/21/97
witness date

This instrument may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

STATE OF _____
_____ COUNTY

I, the undersigned authority, in and for said county, in said state, hereby certify that _____ and _____, husband and wife, whose names are signed on the foregoing instrument and who are known to me, acknowledged before me on this day that being informed of the contents of the instrument, they, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the _____ day of _____, 1997.

NOTARY PUBLIC

My commission expires: _____

MS00095 PAGE 0757

Fairmont Subdivision, Amended Restrictions, April 19, 1997

We, Michael W. Spence and Pat J. Spence
owners of lot(s) 16-17, Fairmont Subdivision, agree with and accept as binding, the
Amended Restrictions adopted on April 19, 1997.

Patricia Spence
signature

5-9-97

date

Michael W. Spence
signature

5-9-97

date

Tracy Tatum
witness

May 9, 97

date

Jimmy Tatum
witness

5-9-97

date

This instrument may be executed in one or more counterparts, each of which shall be
deemed an original, but all of which together shall constitute one and the same instrument.

STATE OF _____
_____ COUNTY

I, the undersigned authority, in and for said county, in said state, hereby certify that
_____ and _____, husband and
wife, whose names are signed on the foregoing instrument and who are known to me,
acknowledged before me on this day that being informed of the contents of the instrument,
they, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the _____ day of _____, 1997.

NOTARY PUBLIC

My commission expires: _____

MISC 0095 PAGE 0758

Fairmont Subdivision, Amended Restrictions, April 19, 1997

I, Inel P. Calawell owner of lot(s) 24, Fairmont Subdivision, agree with and accept as binding, the Amended Restrictions adopted on April 19, 1997.

<u>Inel P. Calawell</u> signature	<u>5/22/97</u> date
<u>Martha Jean Lurie</u> witness	<u>5/22/97</u> date
<u>Wallis H. Lurie</u> witness	<u>5/22/97</u> date

This instrument may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

STATE OF _____
_____ COUNTY

I, the undersigned authority, in and for said county, in said state, hereby certify that _____, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, she/he, executed the same voluntarily on the day the same bears date.

given under my hand and official seal this the _____ day of _____, 1997

NOTARY PUBLIC

My commission expires: _____

REC-0095 PREL 0759

Fairmont Subdivision, Amended Restrictions, April 19, 1997

I, Bessie H. Stone owner of lot(s) 22, Fairmont Subdivision, agree with and accept as binding, the Amended Restrictions adopted on April 19, 1997.

Bessie H. Stone 5/13/97
signature date

James H. Stone 5/13/97
witness date

Mary J. Stone 5/13/97
witness date

This instrument may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

STATE OF _____
COUNTY

I, the undersigned authority, in and for said county, in said state, hereby certify that _____, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, she/he, executed the same voluntarily on the day the same bears date.

given under my hand and official seal this the _____ day of _____, 1997

NOTARY PUBLIC

My commission expires: _____

Fairmont Subdivision, Amended Restrictions, April 19, 1997

We, Clarence Gilliam and Betty Gilliam,
owners of lot(s) 4, Fairmont Subdivision, agree with and accept as binding, the
Amended Restrictions adopted on April 19, 1997.

Clarence A Gilliam
signature

5-12-97
date

Betty Gilliam
signature

5-12-97
date

Mark Davis
witness

5/12/97
date

Billy Ky
witness

5/12/97
date

This instrument may be executed in one or more counterparts, each of which shall be
deemed an original, but all of which together shall constitute one and the same instrument.

STATE OF _____
_____ COUNTY

I, the undersigned authority, in and for said county, in said state, hereby certify that
_____ and _____, husband and
wife, whose names are signed on the foregoing instrument and who are known to me,
acknowledged before me on this day that being informed of the contents of the instrument,
they, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the _____ day of _____, 1997.

NOTARY PUBLIC

My commission expires: _____

Fairmont Subdivision, Amended Restrictions, April 19, 1997
We, Walter Herman Petrie and Martha J. Petrie
owners of lot(s) 39 & 40, Fairmont Subdivision, agree with and accept as binding, the
Amended Restrictions adopted on April 19, 1997.

signature	date
signature	date
witness	date
witness	date

This instrument may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

STATE OF Alabama
Baldwin COUNTY

I, the undersigned authority, in and for said county, in said state, hereby certify that
Walter Herman Petrie and Martha J. Petrie, husband and
wife, whose names are signed on the foregoing instrument and who are known to me,
acknowledged before me on this day that being informed of the contents of the instrument,
they, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 16th day of September, 1997

My commission expires: My Commission Expires 8-19-99

Tiffany McCannell
NOTARY PUBLIC

