

STATE OF ALABAMA

COUNTY OF BALDWIN

RESTRICTIVE COVENANTS FOR
RIVERSTATION

State of Alabama, Baldwin County
I certify this instrument was filed
and taxes collected on:

2003 October - 1 1:15PM

Instrument Number 762146 Pages 5
Recording 15.00 Mortgage
Deed Min Tax
Index DP 5.00
Archive 5.00
Adrian T. Johns, Judge of Probate

WHEREAS, RIVERSTATION L.L.C., an Alabama Limited Liability Company, is the lessee of certain lots, parcels of land and real property known as Riverstation, and located in the County of Baldwin, State of Alabama, as more particularly shown by plat of Riverstation, recorded in Slide 2127-F, in the office of the Judge of Probate of Baldwin County, Alabama; and

WHEREAS, said Riverstation L.L.C., an Alabama Limited Liability Company, is desirous of subjecting said lots, parcels of land and real property, any and all conveyances of the same, to the covenants, terms, conditions, restrictions and limitations hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, it is hereby agreed and declared that said property and each of said lots and parcels of land shall become subject to the following covenants, terms, conditions and restrictions effective the date hereof, that is to say:

1. All lots in the tract shall be known and described as residential lots and no lot shall be used except for residential purposes. No building or structure shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single-family dwelling, not to exceed two storied in height (except that an attic or a basement floor under the ground surface shall not be considered a story for this purpose) and a private garage or carport and other appropriate outbuildings incidental to residential use.
2. No building, structure or installed swimming pool shall be erected, altered, placed or permitted to remain on any residential lot until:
 - Two (2) copies of the final building or construction plans, specifications and plot plans showing the location of each building, structure or pool has been submitted to and approved by the Architectural Control Committee for the subdivision as to conformity and harmony of external design with the existing or planned structures in the subdivision and as to location of the building, structure or pool with respect to topography and finished ground elevation; and
 - Such Committee shall have indicated its approval by causing one copy of said building or construction plans, specifications and plot plans showing the location of such building, structure or pool to be endorsed to such effect and signed by a majority of said Committee.
 - The approval, rejection or withholding of any approval by the Architectural Control Committee, of the plans, proposals and

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specifications and the location of all structures, and every alteration of any structure shall not be construed or interpreted as a representation or determination by the Architectural Control Committee that any building, plumbing, electrical code or other applicable governmental regulations or requirements have or have not been properly met by the Owner. Each Owner shall be responsible for obtaining all necessary technical data and to make application to and obtain the approval of the City of Fairhope, and any other appropriate governmental agencies prior to commencement of any work or construction.

3. The said Architectural Control Committee referred to herein shall be composed of Edward Brinson, Charles Brockman, James Edgerly and John W. Allen. In the event of death or resignation of any one or more members of said Committee, the remaining member or members, as the case may be, shall have the full authority to approve and disapproved any of the above-mentioned plans, specifications, and/or plot plans and to have and exercise all authority herein granted and given unto said Committee, including the power and authority to appoint a successor to fill the vacancy created by death or resignation of any member of said Committee. None of the members of said Committee shall be entitled to any compensation for services rendered pursuant hereto. The actions of the Committee shall be governed by majority vote.
4. All residential structures shall have their front entrances facing the front street lot line. All mail box posts, shall be of the same design and shall be acquired through the Architectural Control Committee or their designated vendor(s). All mail boxes shall be black and of standard size and shape. All lots, lawns and landscaping visible from the street shall be maintained in a neat and well cared for appearance.
5. The minimum floor area of any building or structure, exclusive of open porches, open carports and garages, shall contain not less than 1,600 square feet and the ground floor of any two story building shall not be less than 800 square feet, unless otherwise approved in writing by the Architectural Control Committee. For purposes of this paragraph 5, a basement floor or other area beneath the ground surface and/or an attic shall not be included in computing the designated minimum square footage.
6. No building shall be located on any lot nearer than 30 feet from the front lot line or any nearer than 8 feet to any side unless otherwise approved in writing by the Architectural Control Committee.
7. No asbestos shingles or concrete block shall be used on the exterior of any building or structure on any side lots unless otherwise approved in writing by the Architectural Control Committee.
8. No air conditioning or heating unit, blower, tower, condenser, water well or structure related thereto shall be erected, placed, constructed or permitted to remain between the side of any building or structure and the side lot line on which the general architecture of the primary residential building or structure.
9. No trade or business activity or noxious or dangerous activity of any kind whatsoever shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance, nuisance, health hazard or safety hazard to the neighborhood.
10. No vehicle, trailer, shack, garage or any other outbuilding on a lot shall at any time be used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence.

11. No recreational vehicle or boat shall be parked or stored on any lot closer to the street than the front wall of the house.
12. No fence, wall or dividing structure shall be erected or placed on any lot closer to the street than the front wall of the house, unless otherwise approved in writing by the Architectural Control Committee. Absolutely no chain link fences are to be erected in any location, unless otherwise approved in writing by the Architectural Control Committee.
13. No animals, livestock or poultry of any kind shall be raised, bred, harbored or kept on any lot, except that the lessee may keep no more than an aggregate total of two (2) dogs or household cats, provided that they are not kept for any commercial use or purpose, and provided further that they, or either of them, do not become an annoyance or nuisance to the neighborhood.
14. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste material shall not be kept on any lot except in sanitary containers. All incinerators, garbage cans and other equipment for the storage or disposal of such material shall be kept in a clean, sanitary condition and shall not be kept or maintained so as to be visible from the street in front of the lot or residence.
15. No sign or signboard of any kind shall be displayed to the public view on any lot other than the signs of not more than six (6) square feet each, as may be used by a builder while a residential building or structure or swimming pool is under construction on the lot or one of the same size if a house is being offered for sale.
16. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind whatsoever shall be permitted upon any lot, nor shall any oil wells, derricks, tanks, tunnels, mineral excavations, or shafts be erected or permitted to remain upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected or permitted to remain on any lot.
17. No lot shall be divided or re-subdivided or reduced in size without the express approval of the Architectural Control Committee, in writing. However, any lessee of two or more adjacent lots may erect a residential building or structure in the middle (or thereabouts) of said lots so long covenants, terms, restrictions, conditions and limitations herein contained are otherwise complied with.
18. No clothes line or other outside apparatus for drying clothes shall be erected or permitted to remain on any lot unless completely concealed and enclosed and unless the same is located behind the residence and not closer than 50 feet from the front lot setback line.
19. Overhead electrical lines will not be permitted and no electrical service requiring installation of a pole will be permitted without prior approval of the Architectural Control Committee.
20. Each lessee of a leasehold property and purchaser of the improvements thereon in the subdivision shall join the Riverstation Home Owners Association. Each lessee shall be required to pay an annual fee to the Association. Initially, this fee shall be \$125.00 per year. The Association shall be responsible for, and the fees shall be used for, the maintenance of common areas, including, but not limited to, the entranceway, planted areas and retention ponds. The level of this fee shall be reviewed by the Board of Directors of the Association, as needed. The initial Board of Directors of the Association shall consist of the initial Architectural Control Committee. None of the members of the Association or the Board of Directors shall be entitled to any compensation for services rendered pursuant hereto. The Association shall have meetings annually.

21. Each lessee of a leasehold property and purchaser of the improvements thereon in the subdivision shall by acceptance of a deed, lease and/or bill of sale thereto or the signing of a contract or agreement to lease the same, whether from declarant or a subsequent lessee, binds himself, his heirs, personal representatives, and assigns, to pay all charges and assessments as shall be determined and levied upon such lot and/or lessee by the Riverstation Home Owners Association, including interest on such charges and assessments and collection costs thereof, if any, including attorneys' fees; and the obligation to pay such charges, assessments, interests and costs thereby constitutes a lien and an obligation running with the land.
22. All liens herein provided for shall be enforceable by appropriate legal proceedings, in the manner provided by law. No proceedings for enforcement of any such lien or liens shall be commenced except upon the expiration of two (2) months from and after the date the charge or assessment giving rise to such lien becomes due and payable.
23. Liens of first mortgages placed upon any of said leasehold improvements for the purpose of constructing a residence or other improvement on a leasehold property and recorded in accordance with the laws of the State of Alabama, shall be, from the date of such recordation, superior to any and all liens provided for herein. Declarant may, if requested, execute instruments to subordinate any and all liens provided for herein to such liens of first mortgages.
24. The covenants, terms and conditions, restrictions and limitations herein contained are to run with the land and shall be binding upon all parties and all persons claiming under them and shall insure to the benefit of, and shall be binding upon their, and each or their heirs, executors, administrators and assigns.
25. No lot shall be leased or demised at any time hereafter, except subject to the covenants, terms, conditions, restrictions and limitations herein contained; and any lease or demise of the property shall be absolutely subject to the covenants, terms, conditions, restrictions and limitations herein contained which will run with and be appurtenant to the land and every part thereof, as fully as if expressly contained in proper and obligatory covenants or conditions, in each and every contract and lease of, or concerning any part of, the land or conveyance of the improvements to be made thereon.
26. If the parties hereto, or any of them, or any of their heirs, executors, successors, administrators or assigns, or any such future lessee or lessees of any property and owner or owners of the improvements thereon within the subdivision or any of their heirs, executors, successors, administrators or assigns, shall violate any of the covenants, terms, conditions, restrictions and/or limitations herein contained, it shall be lawful for any persons leasing any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate the same to prevent such person or persons violating or attempting to violate the same to prevent such person or persons from so doing, or to recover damages for such violations or attempted violations.
27. Invalidation of any of these covenants, terms, conditions, restrictions and/or limitations or any part thereof, by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
28. Any one or all of the covenants, terms, conditions, restrictions and/or limitations set forth herein may be annulled, amended or modified at any time by an instrument executed by the lessees of not less than ninety percent (90%)

of the leasehold properties in said subdivision, which said instrument shall be acknowledged by each of the persons signing the same and shall be filed and recorded in the Office of the Judge of Probate of Baldwin County, Alabama, provided however, that no annulment, amendment or modification shall place an additional burden or restriction on any lot in said subdivision the lessee of which does not join in said amending instrument.

IN WITNESS WHEREOF, RIVERSTATION, L.L.C., an Alabama Limited Liability Company, has caused this instrument to be executed on this the 15th day of September, 2003.

RIVERSTATION, L.L.C.
An Alabama Limited Liability Company


By: _____

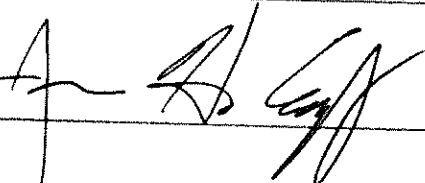
Its: _____


By: _____

Its: _____


By: _____

Its: _____


By: _____

Its: _____

AMENDMENT TO RESTRICTIVE
COVENANTS OF RIVERSTATION

WHEREAS RIVERSTATION L.L.C. an Alabama Limited Liability Company, is the lessee of certain lots, parcels of land and real property known as Riverstation and located in Baldwin County, State of Alabama, as more particularly shown by plat of Riverstation, recorded in Slide 2127-F, in the Office of the Judge of Probate of Baldwin County, Alabama; and

WHEREAS RIVERSTATION L.L.C. recorded Covenants and Restrictions for said subdivision as Instrument #762146 in the Office of the Judge of Probate of Baldwin County; and

WHEREAS RIVERSTATION L.L.C. desires to amend said restrictions;

THEREFORE, said restrictions are hereby amended as follows:

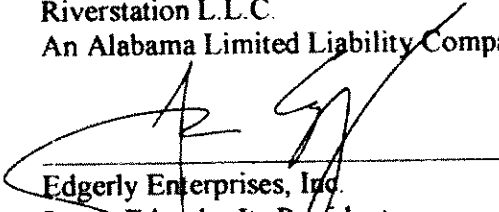
1. There is a perpetual right hereby reserved for the use by the Riverstation Property Owners Association to plant, maintain and manage such bushes, trees, plants, flowers, and shrubbery as it deems necessary to its purpose. Said right also provides permission for the building, erection, and maintenance of any structures (including but not limited to trellises) as may be deemed necessary to the Association. Said right is over the real property described as follows:

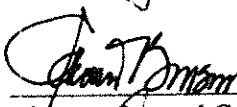
The southernmost five (5) feet of Lot 16 and the southernmost five (5) feet of Lot 1 adjacent to and parallel to the Common Area & Drainage Easement running parallel to and adjacent to Baldwin County Road 48 as described on Slide 2127-F of the Office of the Judge of Probate of Baldwin County, Alabama.

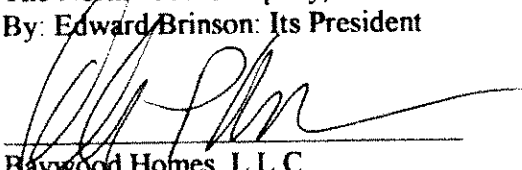
2. All other covenants and restrictions remain unchanged and in full force and effect.

Dated this 10th day of October, 2003.

Riverstation L.L.C.
An Alabama Limited Liability Company


Edgerly Enterprises, Inc.
James Edgerly: Its President


The Northwood Company, Inc.
By: Edward Brinson: Its President


Baywood Homes, L.L.C.
By: Charles Brockman: Its Manager

State of Alabama, Baldwin County
I certify this instrument was filed
and taxes collected on:
2003 October -17 8: AM
Instrument Number 765941 Pages 1
Recording 3.00 Mortgage
Deed Min Tax 5.00
Index
Archive
J. J. Jones, Judge of Probate

765941

SECOND AMENDMENT TO RESTRICTIVE
COVENANTS OF RIVERSTATION

WHEREAS RIVERSTATION L.L.C., an Alabama Limited Company, is the lessee of certain lots, parcels of land and real property known as Riverstation and located in Baldwin County, State of Alabama, as more particularly shown by plat of Riverstation, recorded in Slide 2127-F, in the Office of the Judge of Probate of Baldwin County, Alabama; and

WHEREAS RIVERSTATION L.L.C. recorded Covenants and Restrictions for said subdivision as Instrument #762146 in the Office of the Judge of Probate of Baldwin County; and

WHEREAS RIVERSTATION L.L.C. recorded an Amendment to Restrictive Covenants of Riverstation as Instrument #765941

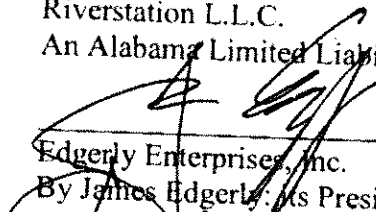
WHEREAS RIVERSTATION L.L.C. is desirous to amend said covenants as amended as follows:

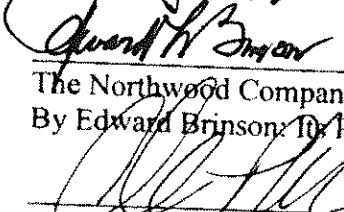
THEREFORE said restrictions are hereby amended as follows:

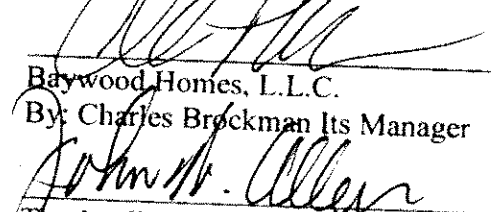
1. Paragraph #8 is hereby deleted and the provisions therein are a nullity and unenforceable under the terms of the covenants;
2. Any and all outbuildings, accessory buildings, and appendage buildings must be approved in writing by the Architectural Control Committee. This includes (but not be limited to) the placement of any 'portable' buildings on the property.
3. Said approval shall not be withheld unreasonably.
4. All other covenants and restrictions shall remain unchanged and in full force and effect.

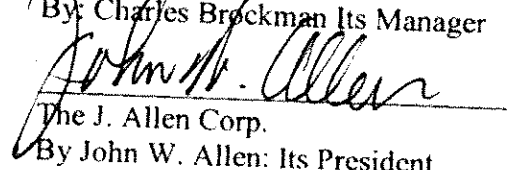
Dated this 20th day of May, 2005.

Riverstation L.L.C.
An Alabama Limited Liability Company


Edgerly Enterprises, Inc.
By James Edgerly: Its President


The Northwood Company, Inc.
By Edward Brinson: Its President


Baywood Homes, L.L.C.
By Charles Brockman: Its Manager


The J. Allen Corp.
By John W. Allen: Its President

898297

**THIRD AMENDMENT TO THE
RESTRICTIVE COVENANTS OF RIVERSTATION**



WHEREAS, RIVERSTATION, LLC, an Alabama Limited Company, is the lessee of certain lots, parcels of land, and real property known as Riverstation subdivision, Phases I, II, and III, and located in Baldwin County, State of Alabama, as more particularly shown by the plats of Riverstation subdivision, recorded at Slides 2127F, 2134A, 2227F, and 2273C, in the Office of the Judge of Probate of Baldwin County, Alabama; and

WHEREAS, RIVERSTATION, LLC, recorded Restrictive Covenants applicable to said subdivision at Instrument Number 762146 in the Office of the Judge of Probate of Baldwin County, Alabama; and

WHEREAS, RIVERSTATION, LLC, recorded an Amendment to Restrictive Covenants applicable to said subdivision at Instrument Number 765941 in the Office of the Judge of Probate of Baldwin County, Alabama; and

WHEREAS, RIVERSTATION, LLC, recorded a Second Amendment to Restrictive Covenants applicable to said subdivision at Instrument Number 898297 in the Office of the Judge of Probate of Baldwin County, Alabama; and

WHEREAS, RIVERSTATION, LLC, is desirous to amend said Restrictive Covenants as follows:

THEREFORE, said Restrictive Covenants of Riverstation subdivision are hereby amended, in order and effective as follows:

1. Paragraph number 28 of said Restrictive Covenants of Riverstation subdivision is hereby deleted in its entirety and replaced with the following paragraph number 28:

Voting Rights of Members. There shall be two Classes of membership of Riverstation Property Owners Association, Inc. (hereinafter "Association"): Class A members consisting of all persons or entities, except the Developer and Class B members, who are a record lessee of a lot in Riverstation subdivision; and Class B members consisting of the Developer Riverstation, LLC. Until such time as there are no Class B members, only Class B Members exclusively possess the power to change or modify the Restrictive Covenants of Riverstation subdivision. When there are no longer any Class B members, the Class A members will be the only members of the Association and each such member shall have one (1) vote for each improved or unimproved Lot leased in all matters in which membership voting is authorized by the Restrictive Covenants and Articles of Incorporation of Riverstation subdivision or any other rules and regulations binding upon the Association, except as specifically provided herein.

For purposes of membership and voting rights, a "lot" is defined as each of the numbered and delineated parcels shown on the plats known as Riverstation subdivision, Phases I, II, and III, and located in Baldwin County, State of Alabama, as more particularly shown by the plats of Riverstation subdivision, recorded at Slides 2127F,

2134A, 2227F, and 2273C, in the Office of the Judge of Probate of Baldwin County, Alabama, as the same may be amended or added to from time to time.

A Class A member entitled to more than one (1) vote by virtue of being a record lessee of more than one (1) lot in Riverstation subdivision must vote all of that member's votes the same as a single unit; *i.e.*, all votes cast in favor of the matter being voted upon, all votes cast against the matter being voted upon, or all votes withheld in abstention. A member entitled to more than one (1) vote may not split or fragment that member's votes.

If any assessment that has been required to be paid by the Association, including any fines, fees, interest, or penalties, is past due as of the time a vote is being taken, such member shall not be entitled to cast any vote or run for election into any office.

When a lot entitling the Lessee thereof to membership in the Association is a corporation, trust, partnership, or other entity, or where two (2) or more persons or entities are Lessees whether fiduciaries, joint tenants, tenants in common, tenants in partnership, or in any other form of joint or common ownership, only one (1) officer, trustee, person, or entity shall be designated the voting member for all the others; *i.e.*, there is only one (1) vote per lot no matter how many Lessees of that lot there may be. Should a question ever arise as to a voting member's authority to vote on behalf of all the other Lessees, the Association reserves the right to require, before any vote cast by that lot is counted for any purpose, written authorization signed and acknowledged by all the Lessees of said lot designating in a form satisfactory to the Association the identity of the designated voting member.

"Votes" can be cast using Ballots or orally or by proxy at a properly called meeting of the Association as provided herein. Proxies must be in writing, signed by the member voting-by-proxy or another authorized by law to vote on that member's behalf, shall state the date the proxy is given, shall state the matter upon which the proxy is given, and shall not extend past the vote upon which the proxy was given. Proxies must be provided to the President of the Board of Directors either in advance of or in person by another at the properly called meeting of the Association as provided herein. No general proxies are allowed; *i.e.*, if second and third votes are required, a new second, and a new third proxy is required.

The "affairs of the Association" shall be defined as any lawful activity except for altering, amending, or repealing the Restrictive Covenants of Riverstation subdivision and/or the Articles of Incorporation of the Association.

When there are no longer any Class B members and there are only Class A members, the affairs of the Association shall be managed by a Board of Directors consisting of five Directors, all of whom must be a member of the Association, and all of whom must be elected by a majority vote of the Class A members, after the Class A members have been given reasonable notice that such vote will take place. Once the votes are collected and tabulated by the current Board of Directors, they shall be listed in order of most votes received to least votes received. The individuals receiving the top five most votes will be the five (5) newly elected Board Members of the Board of Directors. President and Treasurer will be selected by the five (5) Board Members among themselves. Any Class A member, unless disqualified as provided herein, may run for election to the Board of Directors for an unlimited number of terms, provided however that no Class A member may remain as a member of the Board of Directors for more than two (2) consecutive years in a row and must sit out at least one (1) year before

running for reelection; *i.e.*, a Class A member could be a board member for two (2) years, sit out one (1) year, be a board member for an additional two (2) years, and sit out one (1) year, and so on, indefinitely, or until such time as that member is disqualified as provided herein.

When there are no longer any Class B members and there are only Class A members, a majority vote of the Board of Directors is required to conduct the business of the Association, except as specifically provided herein, as follows: three (3) out of five (5) votes. If only three (3) Directors are able to attend a properly called meeting in order to conduct the business of the Association, those three (3) Directors shall represent a quorum, however all three (3) Directors' votes on any matter must be unanimous in order to achieve three (3) out of three (3). If only four (4) Directors are able to attend a properly called meeting in order to conduct the business of the Association, those four (4) Directors shall represent a quorum however three (3) out of the four (4) Directors' votes must be unanimous in order to achieve three (3) out of four (4).

When there are no longer any Class B members and there are only Class A members, in order to alter, amend, or repeal the Restrictive Covenants of Riverstation subdivision and/or the Articles of Incorporation of the Association, the following must occur: (a) Any Class A member, including a board member, must submit in writing to the current Board of Directors his or her suggested alteration, amendment, or desire to repeal for consideration; (b) Notice shall be provided to all Class A members by the Board of Directors as the Board of Directors deems most time and cost effective either by U.S. Mail, internet, or posting that a Class A member has submitted in writing to the current Board of Directors his or her suggested alteration, amendment, or desire to repeal for consideration; (c) Said suggested alteration, amendment, or desire to repeal shall be presented to the Association at the Board's next official meeting; (d) the Association shall have the opportunity discuss and speak out loud about the suggested alteration, amendment, or desire to repeal at no less than one (1) official meeting conducted by the Board of Directors; (e) at any time after one (1) official meeting, the Board of Directors after such meeting, may vote affirmatively to present the suggestion to the Class A members for final voting by the Class A members, and at such time the suggestion will be reduced to a formal format suitable for voting; (f) Notice of the suggested alteration, amendment, or desire to repeal in its formal format along with a Ballot shall be provided to all Class A members by the Board of Directors as the Board of Directors deems most time and cost effective either by U.S. Mail, internet, or posting and informing all Class A members that all Ballots of all Class A members are due back to the Board of Directors for tabulating within a reasonable time set by the Board but no sooner than thirty (30) days after the date on said Notice and Ballot; (g) Once the Ballots are tabulated with respect to the suggested alteration, amendment, or desire to repeal in its formal format, the results will be presented to the Association and if the suggested alteration, amendment, or desire to repeal in its formal format has been approved as specifically provided herein, it will be filed in the Office of the Judge of Probate in Baldwin County, Alabama.

There shall be at least one (1) official meeting of the Association annually for the purpose of electing members of the Board of Directors and transacting any and all business of the Association, and such meeting may be held at any place in Baldwin County, Alabama as set forth in the notice thereof and at a time designated therein.

Unless specifically set on another day, said annual meeting will be conducted on the first Saturday in February every year.

The Board of Directors may call additional, official meetings of the Association by providing notice of the date, time, and location of said meeting to the Class A members for the purpose of transacting any and all business of the Association. Notice shall be provided at least ten (10) in advance of said additional, official meeting.

As Riverstation subdivision does not at this time consist of any additional property not already designated with a lot number and admitted to Riverstation subdivision; therefore, no additional lots may be added to Riverstation subdivision and admitted to the Association unless a vote is conducted in the same manner as required to alter, amend, or repeal the Restrictive Covenants of Riverstation subdivision and/or the Articles of Incorporation of the Association. As such, there are eighty-five (85) Class A members in the Association represented by eighty-five (85) lots in Riverstation subdivision.

In order for a first vote of the Class A members to be valid on any matter requiring the vote of all Class A members, a quorum of at least 51% of the Class A members permitted to vote and not otherwise disqualified as specifically set forth herein is required. When 51% of the Class A members have participated by submitting their first-Ballot or by voting orally or by proxy at a properly called first meeting of the Association as provided herein, majority votes carries the matter; *i.e.*, 51% of the quorum present is required to pass a matter.

If a quorum of 51% is not achieved with the first vote via Ballots, orally, or by proxy; the Board of Directors may hold a second vote not less than ten (10) days later by providing notice of the matter to be voted upon along with a second-Ballot to all Class A members by the Board of Directors as the Board of Directors deems most time and cost effective either by U.S. Mail, internet, or posting and informing all Class A members that all second-Ballots of all Class A members are due back to the Board of Directors for tabulating within a reasonable time set by the Board but no sooner than thirty (30) days after the date on said Notice and second-Ballot. In order for a second vote of the Class A members to be valid on any matter requiring the vote of all Class A members, a quorum of at least 26% of the Class A members permitted to vote and not otherwise disqualified as specifically set forth herein is required. When 26% of the Class A members have participated by submitting their second-Ballot or by voting orally or by proxy at a second properly called meeting of the Association as provided herein, majority votes carries the matter; *i.e.*, 51% of the quorum present is required to pass a matter.

If a quorum of 26% is not achieved with the second vote via Ballots, orally, or by proxy; the Board of Directors may hold a third vote not less than ten (10) days later by providing notice of the matter to be voted upon along with a third Ballot to all Class A members by the Board of Directors as the Board of Directors deems most time and cost effective either by U.S. Mail, internet, or posting and informing all Class A members that all third-Ballots of all Class A members are due back to the Board of Directors for tabulating within a reasonable time set by the Board but no sooner than thirty (30) days after the date on said Notice and third-Ballot. In order for a third vote of the Class A members to be valid on any matter requiring the vote of all Class A members, a quorum of at least 13% of the Class A members permitted to vote and not otherwise disqualified as specifically set forth herein is required. When 13% of the Class A members have

participated by submitting their third-Ballot or by voting orally or by proxy at a third properly called meeting of the Association as provided herein, majority votes carries the matter; *i.e.*, 51% of the quorum present is required to pass a matter.

If there exist any inconsistencies in the Restrictive Covenants of Riverstation subdivision and/or the Articles of Incorporation of the Association with respect to voting procedures, this Paragraph #1 of the Third Amendment to the Restrictive Covenants of Riverstation subdivision prevails.

2. There shall be a Paragraph number 29 of said Restrictive Covenants of Riverstation subdivision which will read as follows:

Indemnification and Limited Liability. The Association shall have the power to indemnify any person or entity as provided by law. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the members of the Board of Directors, voting or nonvoting, contemplated under the Restrictive Covenants of Riverstation subdivision and/or the Articles of Incorporation of the Association, the members of the Board of Directors, voting or nonvoting, shall not be liable to any Lessee or any other person or entity on account of any claim, liability, damage, or expense suffered or incurred by or threatened against any Lessee or any other person or entity arising out of or in any way relating to the subject matter of any such review, acceptance, inspection, permission, consent or required approval, whether given, granted, withheld, or not addressed or decided.

3. There shall be a Paragraph number 30 of said Restrictive Covenants of Riverstation subdivision which will read as follows:

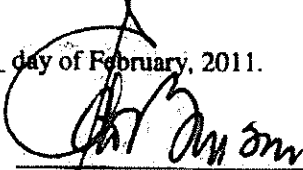
Riverstation, LLC, the developer of said Riverstation subdivision, has or will cause to be conveyed by Bill of Sale all the Common Property of Riverstation subdivision, Phases I, II, and III, and located in Baldwin County, State of Alabama, as more particularly shown by the plats of Riverstation subdivision, recorded at Slides 2127F, 2134A, 2227F, and 2273C, in the Office of the Judge of Probate of Baldwin County, Alabama to Riverstation Property Owners Association, Inc. The Association shall be required to accept such conveyance of the Common Property and shall, after such conveyance, immediately become responsible for all maintenance, operation, and such additional construction of improvements as may be authorized by the Association, subject to all easements and restrictive covenants of record at the time of conveyance and the rights of the Association to use the Common Property.

4. Riverstation, LLC, having amended the Restrictive Covenants of Riverstation subdivision as set forth in the preceding paragraphs of 1 – 3 and such amendments having become effective immediately, now desires to amend the Restrictive Covenants of Riverstation subdivision as follows:

Riverstation, LLC, the developer of said Riverstation subdivision, which members of Riverstation, LLC constitute the initial Board of Directors and Class B members of the Riverstation Property Owners Association, Inc., hereby resign as said Class B members

and initial Board of Directors and hereby vest all control of Riverstation Property Owners Association, Inc. with its Class A members, said Class A members representing each and every person or entity who is a record lessee of a lot in Riverstation subdivision. There are no more Class B members and Riverstation, LLC no longer has control or influence in Riverstation subdivision unless it is a Class A member as defined herein.

Done this the 11 day of February, 2011.


Riverstation, LLC

By Edward Brinson

Its: Authorized Member to Sign on Riverstation LLC's Behalf

This Document Prepared By:

Jennifer L. Evans, Esquire
P.O. Box 2525
Daphne, AL 36526

**FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
& RESTRICTIONS OF RIVERSTATION, LLC**

WHEREAS, the Restrictive Covenants for RIVERSTATION, LLC (the "Declaration") are recorded in the Office of the Judge of Probate of Baldwin County, Alabama at Instrument Number 762146; and

WHEREAS, the Articles of Incorporation of RIVERSTATION PROPERTY OWNERS ASSOCIATION, INC., (the "Association"), which establishes the RIVERSTATION PROPERTY OWNERS ASSOCIATION, INC., are recorded in the Office of the Judge of Probate of Baldwin County, Alabama at Instrument Number 765637; and

WHEREAS, the First Amendment to the Restrictive Covenants of RIVERSTATION, LLC ("First Amendment") is recorded in the Office of the Judge of Probate of Baldwin County, Alabama at Instrument Number 765941; and

WHEREAS, the Second Amendment to the Restrictive Covenants of RIVERSTATION, LLC ("Second Amendment") is recorded in the Office of the Judge of Probate of Baldwin County, Alabama at Instrument Number 898297; and

WHEREAS, the Third Amendment to the Restrictive Covenants of RIVERSTATION, LLC ("Third Amendment") is recorded in the Office of the Judge of Probate of Baldwin County, Alabama at Instrument Number 1273723; and;

WHEREAS, Developer RIVERSTATION, LLC, on or about February 10, 2011, transferred authority to handle the affairs of the Association to the Property Owner's Association and further transferred control of the Architectural Control Committee to the Association on same date, and further all Class B membership ceased pursuant to Section 1 of the aforesaid Third Amendment to the Declarations of Covenants, Conditions and Restrictions of RIVERSTATION, LLC; and

WHEREAS, the "Association" Board of Directors subsequently elected and appointed Kirk Bunger, James Edgerly and Allen Martin to comprise the Architectural Control Committee; and

WHEREAS, the Association Board of Directors, and its Architectural Control Committee desire to make certain Amendments to the "Declaration", those Amendments being discussed at a meeting of the membership on March 22, 2014; and

WHEREAS, it is the desire of the Board of Directors of the "Association" that the value and desirability of the neighborhood be protected and that a standard be provided to ensure each residence will be of such design that will ensure that all homes will be compatible with their heights and with the design theme in the area; and;

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WHEREAS, at the above referenced meeting it was a concern of the existing property owners, due to the fact that the developer is no longer involved in the neighborhood and has turned all enforcement obligations and architectural review and control obligations to the membership to insure that the same high quality, aesthetically beneficial construction standards that were in place during the time of the developer's original oversight will continue to be maintained and to that end, a majority of the owners desire an approved builders list be instituted and adopted by the "Board" and Architectural Control Committee in order to promote those principals; and

WHEREAS, the "Declaration" for RIVERSTATION, and all amendments thereto, provide that the Restrictive Covenants "may be annulled, amended or modified at any time" by a majority vote of the members, as more fully set forth in the "Third Amendment".

NOW THEREFORE, pursuant to a majority vote, the "Association" hereby amends the "Declaration" of RIVERSTATION, LLC immediately, and upon the adoption and recordation hereof, as follows:

Paragraphs 2 and 3 of the original "Declaration" shall be deleted in its entirety and amended to state as follows:

The Architectural Control Committee, as refereed to in the "Declaration", and any amendments thereto, shall hereinafter be known and referred to as the Architectural Review Committee ("ARC").

The purpose of the "ARC", shall be to maintain such property as a pleasant and desirable environment, and to establish and preserve a harmonious design for the community, and to protect and promote the value of the property. No home, building, gazebo, fence, garage, or any other structure or improvement of any nature or additional shall be erected, placed, attached to or altered until the proposed plans, specification, exterior color and finish, plot plan (showing proposed location of such home, building or structure, drives and parking area), and building height shall have been approved in writing by the "ARC" prior to commencement of construction.

- (a) The architectural and design review shall be directed toward obtaining the following objectives:
1. preventing excessive or unsightly grading, indiscriminate earth moving or clearing of property, removal of trees and vegetation which could cause disruptions of natural waters courses or sear natural land forms;
 2. insuring that the architectural design of structures and their material and colors are visually harmonious with the overall appearance of lands owned by the Development;
 3. insuring that any development, structure of landscaping complies with the provisions of these covenants.

(b) The "ARC" shall consist of three (3) members residing in the subdivision of the "Association", with at least one (1) member being a member of the Board of Directors. The Members of the "ARC" shall be elected and appointed by the Board of Directors, and shall serve for a term of one (1) year, and shall be approved by a majority vote at the annual meeting of the Association.

(c) Two copies of all plans and related data shall be submitted to the "ARC". Approvals shall be dated and shall not be effective for construction commenced more than twelve (12) months after such approval. Disapproved plans and related data shall be accompanied by a reasonable statement of the items found unacceptable. In the event approval of such plans is neither granted nor denied within sixty (60) days following receipt by the "ARC" of the written request for approval, the provisions of these sections shall be thereby waived. Refusal or approval of plans, site location, building height, or specification may be based by the "ARC" upon any ground which is consistent with the objectives of these covenants, including purely aesthetic considerations, so long as such ground is not arbitrary or capricious.

(d) The "ARC" is hereby authorized and empowered to create an approved builders list in order to promote standards which will protect the value, desirability, and compatibility of all future construction in Riverstation, and the Board of Directors and the "ARC" is directed to adopt such approved builders criteria as the Board and "ARC", in their sole discretion, deems appropriate for prospective builders to apply for, be approved and remain on the RIVERSTATION PROPERTY OWNERS ASSOCIATION, INC. approved builders list.

Paragraph 5 of the original "Declaration" shall be amended to state as follows:

The minimum floor area of any building or structure, exclusive of open porches, open carports and garages, shall contain not less than 1,800 square feet and the ground floor of any two-story building shall not be less than 800 square feet, unless otherwise approved in writing by the "ARC". For purposes of this Paragraph 5, a basement floor or other area beneath the ground surface and/or an attic shall not be included in computing the designated minimum square footage.

Square Footage

The minimum floor area of any building or structure, exclusive of open porches, open carports and garages, shall contain not less than 1,800 square feet and the ground floor of any two-story building shall not be less than 800 square feet, unless otherwise approved in writing by the "ARC". For purposes of this Paragraph 5, a basement floor or other area beneath the ground surface and/or an attic shall not be included in computing the designated minimum square footage.

All homes constructed of repetitive elevations shall be separated by a minimum of three (3) building lots.

Roofing

All roofs shall have a minimum 8 on 12 roof pitch.

All roofing materials shall be of architectural design, either asphalt or fiberglass shingles, and shall all be of the same color in either a brown, black or gray shade or tone.

No metal roofs are allowed.

Exterior Finishes:

All four (4) sides of residences' exteriors shall be constructed of brick.

Garages:

Each dwelling shall contain a two-car attached garage.

Outbuildings & Accessory Buildings:

Outbuilding & accessory buildings are allowed provided such are no larger than 10 feet x 12 feet in size, with a maximum height of 8 feet at the highest point. Outbuildings & accessory buildings shall not be visible from the street, and no metal or plastic outbuildings may be erected. All construction must meet hurricane-approved specifications consistent with the local city and county municipal authority building codes, and all homeowners are required to apply and receive a building permit from the appropriate local city or county municipality.

The original "Declaration" and all amendments thereto, shall be amended to include and state the following:

There shall be a Paragraph Number 31 of said Declaration of Riverstation LLC subdivision which shall read as follows:

Enforceability

These amendments, together with the original Restrictive Covenants, together with all Amendments thereto, shall be enforceable by the "ARC", the Property Owners Association Board of Directors, or the owner by a proceeding at law or in equity against any property, person or persons violating or attempting to violate or circumvent any covenant or restriction, either to restrain violation or to recover damages; a failure by any party to enforce any Covenant or restriction herein contained for any period of time shall in no event be deemed a waiver of estoppel or the right of any of the foregoing to enforce the same thereafter. The prevailing party shall be entitled to recover reasonable attorney's fees association with that proceeding. Further, the "ARC" or the Property Owner's Association Board of Directors shall have the right after providing two(2) written notices with a reasonable period of time within which to cure said default of any

violate of these Covenants, to levy a reasonable daily fine or penalty, to be set initially at a rate of \$10.00 per day, with the "ARC" or "Association" to have the right to file a lien as it does pursuant to Paragraph 22 of the original "Covenants", with all accompanying rights, set forth herein. The "ARC" or "Association" shall be entitled to reimbursement of any attorney's fees associated with any such action. In the event of continued non-compliance or violation of any of these Covenants after notice being provided as set forth above, the "Association", its "ARC" or their agent shall have the right to go upon any lot or Common Area to remove or correct any such violation of these Covenants, and shall have the right to charge upon the lot and lot owner the reasonable costs and attorney's fees associated with that action, to file a lien, with all accompanying rights, against the lot and lot owner for such costs.

There shall be a Paragraph Number 32 of said "Declaration" of Riverstation LLC subdivision which shall read as follows:

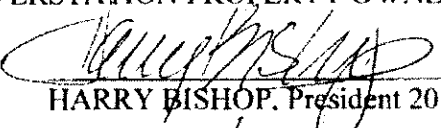
Applicability

The Declaration of Restrictive Covenants of Riverstation, LLC together with these and all amendments heretofore, shall be immediately effective on the date set forth below, and shall be applicable to all three (3) phases of Riverstation, LLC, such that the owner/lessee of any lot in any of the three (3) phases is a member of Riverstation Property Owners Association, Inc., and every lot in any of the three(3) phases is subject to the aforesaid "Declaration", together with all amendments thereto, as if said lot was originally referred to in said "Declaration".

DONE this 31st day of March, 2015.

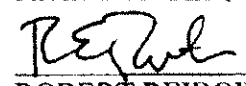
RIVERSTATION PROPERTY OWNERS ASSOCIATION, INC.

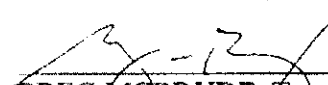
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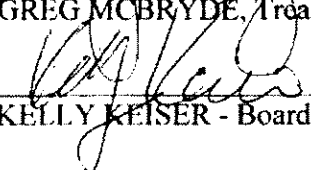

HARRY BISHOP, President 2013-2014


CHRIS HARPER, Secretary 2013-2014


KIRK BUNGER, President 2014-2015


ROBERT REIBOW, Vice-President 2014-2015


GREG MCBRYDE, Treasurer 2014-2015


KELLY KEISER - Board Member 2014-2015

**FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS &
RESTRICTIONS OF RIVERSTATION, LLC**

WHEREAS, the Restrictive Covenants for RIVERSTATION, LLC (the "Declaration") are recorded in the Office of the Judge of Probate of Baldwin County, Alabama at Instrument Number 762146; and

WHEREAS, the Articles of Incorporation of RIVERSTATION PROPERTY OWNERS ASSOCIATION, INC., (the "Association"), which establishes the RIVERSTATION PROPERTY OWNERS ASSOCIATION, INC., are recorded in the Office of the Judge of Probate of Baldwin County, Alabama at Instrument Number 765637; and

WHEREAS, the First Amendment to the Restrictive Covenants of RIVERSTATION, LLC ("First Amendment") is recorded in the Office of the Judge of Probate of Baldwin County, Alabama at Instrument Number 765941; and

WHEREAS, the Second Amendment to the Restrictive Covenants of RIVERSTATION, LLC ("Second Amendment") is recorded in the Office of the Judge of Probate of Baldwin County, Alabama at Instrument Number 898297; and

WHEREAS, the Third Amendment to the Restrictive Covenants of RIVERSTATION, LLC ("Third Amendment") is recorded in the Office of the Judge of Probate of Baldwin County, Alabama at Instrument Number 1373723; and;

WHEREAS, Developer RIVERSTATION, LLC, on or about February 10, 2011, transferred authority to handle the affairs of the Association to the Property Owner's Association and further transferred control of the Architectural Control Committee to the Association on same date, and further all Class B membership ceased pursuant to Section 1 of the aforesaid Third Amendment to the Declarations of Covenants, Conditions and Restrictions of RIVERSTATION, LLC; and

WHEREAS, the Association Board of Directors, and its Architectural Control Committee desire to make certain Amendments to the "Declaration", those Amendments being discussed at a meeting of the membership on June 4, 2016; and

WHEREAS, it is the desire of the Board of Directors of the "Association" that the value and desirability of the neighborhood be protected and that a standard be provided to ensure each residence will be of such design that will ensure that all homes will be compatible with their heights and with the design theme in the area; and;

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WHEREAS, the "Declaration" for RIVERSTATION, and all amendments thereto, provide that the Restrictive Covenants "may be annulled, amended or modified at any time" by a majority vote of the members, as more fully set forth in the "Third Amendment".

NOW THEREFORE, pursuant to a majority vote, the "Association" hereby amends the "Declaration" of RIVERSTATION, LLC immediately, and upon the adoption and recordation hereof, as follows:

Paragraph 1 of the original "Declaration" shall be amended to include the following:

All new property Owners/Lessees shall be required to personally reside in the residence being purchased for a minimum of two (2) years from the date of purchase of said residence prior to entering into any Lease/Rental Agreement with any third-party for the lease/rental of said residence. Any Lease/Rental Agreement entered into by homeowners shall be for a minimum term of one (1) year.

Paragraph 11 of the original "Declaration" shall be amended to include the following:

Parking on either vacant lots and/or common areas is strictly prohibited.

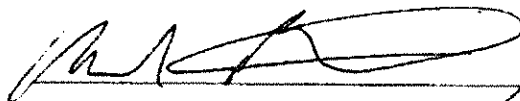
There shall be a Paragraph Number 33 of said Declaration of Riverstation LLC subdivision which shall read as follows:

All holiday decorations of any kind or nature shall be removed from the homeowner's residence and/or lot within one (1) week from the passing of such holiday, with the only exception being that of Christmas decorations, which shall be removed the day following the day of Epiphany.

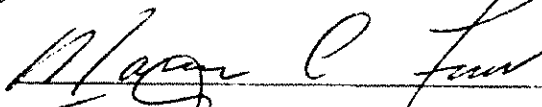
DONE this 6th day of June, 2016.

RIVERSTATION PROPERTY OWNERS ASSOCIATION, INC.

By:



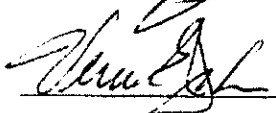
President



Director



Director



Director