

STATE OF ALABAMA
COUNTY OF BALDWIN

DECLARATION OF RESTRICTIONS AND COVENANTS
FOR BRIDGEWOOD ESTATES

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Restrictions and Covenants is made, adopted, published and declared this 7th day of August, 1996, by BALDWIN/225, L.L.C. ("Owner");

R E C I T A L S:

Owner is the owner of certain real property ("the Subject Property") located in Baldwin County, Alabama, on the east side of Highway 225, and more particularly shown as Bridgewood Estates on the plat ("the Plat") recorded on Slide 1662-A in the Baldwin County Probate Court (as corrected by affidavit recorded at Real Property Book 703, Page 719). The Subject Property consists of eleven (11) tracts or lots ("the Lots") shown on said Plat.

Owner desires to place certain requirements, covenants, restrictions, conditions and reservations (collectively sometimes "Restrictions") upon the Subject Property in accordance with a general scheme or plan in order (a) to protect the owners of each Lot within the Subject Property against improper use of surrounding Lots as will depreciate the value of the Subject Property, (b) to preserve, as far as practicable, the natural beauty of each Lot, (c) to ensure the creation of attractive, well designed, properly proportioned and appropriate homes of suitable materials with appropriate locations on said lots, (d) to ensure proper building setbacks from street and Lot lines, (e) to provide adequate free space between structures, and (f) in general, to ensure the best and most appropriate development and improvement of the Subject Property and each Lot.

NOW, THEREFORE, Owner does hereby impose the following protective restrictions:

1. RESIDENTIAL USE ONLY: All Lots in the Subject Property shall be known and described as single-family residential lots. No Lot may be improved, used or occupied for other than private single-family residence purposes, and no flat, duplex, apartment house, group apartment, or condominium, though intended for residence purposes, may be erected thereon.

2. ARCHITECTURAL REVIEW/OWNER APPROVAL: No building or any other improvement shall be erected, placed or altered on any Lot in the Subject Property until such building or other improvement shall be approved in writing by Owner or its designated representative. To request such approval, the requesting party must submit to Owner or its designated representative: Two complete sets of final building or construction plans, specifications, and plot plans showing the location of each building, fence, wall, private road, driveway (in this case also showing the course, width of same and curb cut), pool, or other structures. Said plans shall be prepared by a qualified architect, engineer, or draftsman, duly licensed to do business in Mobile or Baldwin County, State of Alabama, and such person shall be qualified to draw home plans. Plans or exhibits shall show, without limitation, (i) a schedule of exterior materials and colors, (ii) orientation, front elevation, and finished ground elevation of the structure, and (iii) the habitable area square footage as referred to in paragraph 5 hereof. Approval shall be based on compliance with all requirements stated in these covenants. Owner review shall be limited to outward appearance only and shall not include any responsibility or authority to review for structural integrity, interior design, compliance with building or zoning codes or standards, or any other similar or dissimilar factors.

All proposed building or construction plans, specifications, plot plans or related data, drawings or requests for approval shall be submitted to Owner at any one of the following addresses: 3662 Dauphin Street, Mobile, Alabama, 524 Boulevard Park West, Mobile, Alabama 36609, or 3201 Dauphin Street, Mobile, Alabama 36616, unless and until Owner shall designate a different agent or depository.

Owner approval shall be required for all exterior materials and colors, including doors and windows, ceiling height, elevations, placement of heating and air conditioning equipment, placement of power boxes, location of buildings, outbuildings, and driveways, and direction the house faces the street and surrounding homes.

The following conditions apply:

Exterior Color: Houses and other buildings must be painted or otherwise colored. All proposed colors to be applied to the exterior of any structure must be submitted to Owner for approval. Any color that is not deemed by Owner, in its sole discretion, as compatible with the Subject Property shall not be approved.

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STATE OF ALABAMA
BALDWIN COUNTY
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Exterior Materials: Brick, stucco, and wood are allowed. Other materials and styles, such as log cabins, may be approved by Owner in one or more instances if, in its sole discretion, these materials and/or styles are deemed compatible with the Subject Property and any existing and/or contemplated improvements within the Subject Property.

Windows: Solid wood units, aluminum clad wood window units, vinyl clad wood window units, and other vinyl units as Owner may deem acceptable are allowed; all other window types must be approved by Owner.

Ceiling Height: Minimum of 9 feet required on first floor; 10 feet encouraged.

Foundation: Concrete or concrete block shall not be exposed as a result of a slab or pier foundation and must be faced or covered to grade or below grade with brick, stucco, or other exterior materials acceptable to Owner.

Driveways: Any portion of a driveway which lies in front of any house and which is located within 100 feet from the nearest edge of the street shall be constructed of concrete, asphalt, or masonry type material acceptable to Owner; the remainder of such driveway need not be of such material but must be of gravel, shell or other material approved in writing by Owner.

Roof Pitch: Without Owner's prior written consent, no roof pitch in the Subject Property shall be less than 8" in a 12" run. Roof materials shall be subject to the approval of Owner.

The quality and attractiveness of every improvement must meet the standards of Owner. Owner is hereby granted broad discretion in judging the compatibility of proposed improvements. Owner shall have the right to accept, modify, or refuse to approve any plans or specifications or landscape plans, which are not reasonably suitable or desirable, in its opinion, for aesthetic or other reasons, and in so passing upon such plans, specifications and landscape plans, and without any limitation of the foregoing it shall have the right to take into consideration the suitability of the proposed building, other structure or landscape plan, and of the materials of which it is to be built or planted, the site upon which it is proposed to erect or plant the same, the harmony thereof with the surroundings and the effect of the building, other structure or landscape as planned, on the outlook from the Lots within the Subject Property. Each person that acquires any Lot or any interest therein, and such person's heirs, successors and assigns shall abide by the decision of Owner in all cases in which Owner's approval is required in this Declaration.

If Owner or its designated representative fails to give notice of approval or disapproval of any submitted plans and specifications containing all required information or other request pursuant to this Declaration within 30 days after said plans and specifications or other request have been submitted to it, such approval shall not be required. If any plans and specifications are disapproved, written notice of such disapproval shall be given to the submitting Lot owner by hand delivery to such owner or by depositing same in the U. S. Mail, properly addressed and postage prepaid.

The approval of Owner of any plan, specifications or drawings or any materials accompanying same for matters requiring approval by Owner shall not be deemed a waiver of, or create any right of estoppel against, Owner's right to withhold approval of any similar plan, drawing, specification or materials subsequently submitted for approval.

Neither Owner nor any representative of Owner shall be liable to any Lot owner or any other person, association or entity, for any damage, loss or prejudice suffered or claimed on account of: (i) the approval or disapproval of any submitted materials, whether or not defective; (ii) the construction or performance of any work, whether or not pursuant to approved materials; (iii) the development of the Lot; (iv) the structural capacity or safety features of any proposed improvements; (v) whether or not the location of the proposed improvement on the building site is free from possible hazards from flooding or from any other possible hazards whether caused by conditions occurring either upon or off the Property; (vi) soil erosion causing sliding conditions; or (viii) any decision made or action taken or omitted to be taken under the authority of this Declaration.

Upon such terms and conditions as Owner may elect, Owner may, but is not required to, adopt, review and approve or disapprove, in whole or in part, with or without conditions, applications for the modification or waiver of any requirement or restriction contained in this Declaration. Such applications shall contain such information as Owner may prescribe and shall affirmatively show to Owner's satisfaction that the application of such requirements, under the circumstances, creates unnecessary or undue hardships or that its modification or waiver will not be detrimental (aesthetically, economically, or otherwise) to the owner of any other Lot.

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Nothing in the Declaration shall relieve, or be interpreted as purporting to relieve, any owner from also securing such approvals, certificates, or permits of any governmental agency or entity with jurisdiction as may be required by law as a condition to the commencement, construction, maintenance, addition, change or alteration, or any other activity on any Lot, and Owner may require that a copy of such approvals, certificates, or permits be provided to Owner as a final condition to any approval, or as additional assurance to Owner that the proposed activity or construction and uses meet governmental requirements, or for both such purposes.

With respect to all matters which are, by the terms of this instrument, to be decided by Owner, the decision of Owner shall be final and binding on all parties. No changes or deviations in or from any approved plans or specifications shall be made without the prior written consent of Owner.

Other paragraphs in this Declaration provide that certain actions may be taken only with prior written approval of Owner. The powers and rights under this paragraph 2 and such other powers and rights of approval set forth elsewhere in this Declaration may be, in whole or in part, (i) relinquished by Owner from time to time by recording a written relinquishment in the Baldwin County Probate Court real estate records; or (ii) assigned to a third person by recording a written assignment in said records, in which case, the assignee shall have such rights and powers of approval. Such powers and rights of approval shall cease on and after January 1, 2015. Thereafter, any approval described in this Declaration shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the Lots within the Subject Property and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by the Owner.

3. **BUILDING LOCATION AND BUFFER:** No building shall be located on any Lot nearer than sixty (60) feet to any Lot line fronting on any road or street or nearer than twenty-five (25) feet to any other Lot line without prior written approval of Owner; provided, however, no building above (landward) the ten foot (10') contour line shall be located on Lot 10 nearer than seventy-five (75) feet to any Lot line abutting Lots 7, 8, and/or 9 without prior written approval of Owner (see recorded plat). For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot. The building location must also comply with any applicable zoning ordinances unless a special exception is obtained from the appropriate governmental agency and approved by the Owner.

Further, the western most 100 foot strip of land located on Lots 1, 9, and 10 (i.e., the 100 foot strip along Highway 225) shall remain in its natural state and be left undisturbed by construction, clearing, cutting, or otherwise except as may be expressly approved by Owner and any governmental authority having jurisdiction.

4. **RESUBDIVISION:** Except as hereinafter provided, no building or any part thereof, or any character, may be erected or maintained on any part of a Lot that is subdivided subsequent to the date hereof. Where a Lot is subdivided and all of its parts are combined with adjacent entire Lots, a building may, with the approval of Owner, be erected and maintained on each of the Lots as so combined even though a portion of such building may be located on a part of such subdivided Lot, but each resulting combined Lot shall be subject to these Restrictions as fully and completely as if shown on the Subject Property plat as a single Lot.

5. **TYPE AND SIZE OF BUILDING:**

(a) **Size.** Except as otherwise provided herein, no building shall be erected, altered, placed or permitted to remain on any Lot in the Subject Property other than one single-family dwelling. Additionally, no such dwelling shall be more than two and one-half stories in height or shall have habitable area of less than 2,400 square feet, exclusive of open porches, garages and the like, and any building that is more than one story in height shall have at least 1,600 square feet of habitable area on the ground floor, exclusive of open porches, garages, and the like.

Owner may give approval to one reasonably sized attractive storage outbuilding to be located where the same is not visible from any street or any other Lot, unless the circumstances indicate otherwise for the benefit of the entire Subject Property. Exterior design of said storage building must be in harmony with the main structure and the Subject Property.

(b) **Garage.** Each dwelling must contain at least a two car garage or carport which shall not have a flat roof and which may be attached or detached to the residence. No garage or carport may face or open on any street without the prior written approval of Owner.

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(c) Foundation. No dwelling shall have any slab or foundation that is exposed.

(d) Chimneys. There shall be no exposed pipes for, or at, the chimneys, and only masonry type material may be used for each chimney unless specific written authorization is granted by Owner to use some other type of material.

(e) Construction Period. Each dwelling must be completed within twelve (12) months from the date when footings for construction have been poured; provided, however, that Owner may, when it in its absolute discretion deems it is reasonable to do so, extend the construction completion deadline for one (1) or two (2) periods of up to ninety (90) days each.

(f) Mailboxes. The design, color and placement of any mailbox or other mail receptacle shall be subject to the prior written approval of Owner.

(g) Concealment of Equipment. No air-conditioning or heating unit, blower, tower, condenser, water well, garbage can, wood pile, storage pile or other equipment or apparatus shall be erected, placed, constructed, operated, or permitted to remain on any Lot unless completely concealed from view from any adjacent Lot or street by a hedge planting or other enclosure in conformity with the general architecture of the main structure and approved by Owner.

(h) Outdoor Lighting. No mercury vapor lights or other outside lights shall be permitted on any Lot without the prior written approval of Owner. No floodlights or permanent lighting may be directed toward any street or any other Lot.

(i) Swimming Pools. No swimming pools shall be constructed, altered or maintained upon any Lot without the prior written approval of Owner of the type, design, and location thereof. Any such swimming pool must also be constructed, equipped, and maintained in accordance with the regulations, standards, and recommendations of the appropriate city, county, and state authorities. Swimming pools shall be fenced and their location approved by Owner.

(j) Wharf. Provided the owner of any Lot abutting Bay Minette Creek is able to, and does obtain any required permits and any other governmental approvals, such owner may construct and maintain a wharf or pier into the Bay Minette Creek which shall not exceed one story and shall not serve as the dock or boathouse for more than two (2) boats. Any such wharf must be constructed such that its centerline is parallel to a line formed by an extension of a side Lot line of the Lot served by such wharf. Unless otherwise approved by Owner, no part of any such wharf shall be located closer than twenty-five (25) feet from said side Lot line extension. If, however, any one person purchases two or more Lots then any wharf may be placed so as to not be closer than twenty-five (25) feet to either side Lot line of the combined Lots. No television antenna, satellite dish, or similar type apparatus or equipment shall be located on any wharf. The design of any wharfhouse shall be submitted to Owner for review and approval and any such structure which substantially interferes with the view of other Lot owners may be rejected by the Owner. No wharf shall extend beyond forty (40) feet from the shoreline.

6. OFFENSIVE ACTIVITIES, ETC./CARE OF LOTS: No trade or business activity of any kind shall be carried on upon any Lot; nor shall any noxious or offensive activity be done thereon which shall be or become an annoyance or nuisance to the neighborhood. No structure, including fences, shall be erected so as to channel water on an adjacent Lot. No outside clothes lines shall be permitted in the Subject Property unless screened in such manner as not to be visible from adjacent Lots or streets. The cleared portion of all Lots shall be maintained by the owner thereof in a neat, attractive, and presentable condition at all times, even when structures are under construction. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon any cleared part of any Lot and no rubbish, debris, or unsightly objects shall be allowed to be placed or permitted to accumulate anywhere thereof, nor shall any such rubbish, debris, or unsightly objects be dumped on any other Lot or on any adjoining property, or otherwise disposed of in any manner not consistent with applicable laws. Building materials shall not be stored on a Lot unless a structure is under construction. Also, Lot owners shall be responsible for periodic clean ups on their respective Lots during the period the house is under construction to prevent their trash from blowing onto other Lots and causing an unsightly situation for the Subject Property.

7. UTILITIES: All electrical lines from any street to a structure must be underground. Utility easements, as shown on the plat, are reserved for all Lot owners along the perimeter of each Lot. In the event that two (2) coterminous Lot owners share the use of a utility within said easement (for example, underground electrical wiring box from street along coterminous boundary to outlet box), the first to have the same installed shall pay the cost thereof,

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and the second user shall reimburse the first user, or his assignee, one-half of the original cost without interest.

8. **SATELLITE DISH:** No satellite dish or dish or other type of television or electronic device shall be constructed or installed on any Lot without the prior explicit, written approval of Owner. If Owner approves the construction or installation of any such device, such approval may be conditioned as to its appearance, size and location. Under no condition shall such a device be permitted to be placed on any Lot where it would be visible from a street or from any other Lot.

9. **TRAILERS:** No trailer, mobile home, basement, tent, shack, garage, barn, or other outbuilding erected on any Lot shall at any time be used as a residence, temporarily or permanently; nor shall any structures of a temporary character be used as a residence. Mobile homes, motor homes, campers, and/or trailers may be kept on a Lot only if kept either within a fully enclosed garage or under a carport not visible from any street or other Lot. No boat 25 feet in length or larger may be kept on any Lot; all boats must be kept on trailers not visible from any street or from any other Lot.

10. **ANIMALS:** Dogs, cats and other domesticated animals, not exceeding a total of four, may be kept by each Lot owner, provided they are not kept, bred or maintained for any commercial purpose or use and are not a nuisance, annoyance or danger to the neighborhood. No other animal or fowl shall be kept or maintained on any part of the Subject Property. Any animal outbuilding or animal run must be self-contained within wood or masonry fencing that is at least 5 feet high. The location and design of any such outbuilding or run must be submitted to Owner for approval or disapproval in its absolute discretion, and in no event shall such be visible from any street or any other Lot.

11. **TREES:** No clear cutting of any portion of a Lot, other than the building site, shall be allowed unless otherwise approved in writing by Owner. Thinning of trees and cleaning of underbrush is allowed so long as the Lot appears substantially to remain in a naturally wooded state.

12. **LAKES:** No lake or pond shall be built on any Lot.

13. **GARBAGE DISPOSAL CONTAINERS AND EQUIPMENT:** No Lot shall be used as a dumping ground for rubbish, and all debris and trash from clearing or construction must be immediately removed. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean, sanitary condition. Lot owners are responsible for maintaining their Lots neat and clean prior to and during construction, as well as after the house is completed.

14. **MINING OPERATIONS:** No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon the surface of any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon, or within 500 feet beneath, the surface of any Lot. No derrick or other structure designed for use in drilling for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

15. **FENCES, WALLS, HEDGES AND ORNAMENTAL STRUCTURES:** No fencing, wall, hedges or ornamental structures shall be allowed on any Lot unless the material, type, construction and purpose for same has been approved in writing by Owner.

16. **SIGNS:** No sign of any kind shall be displayed to public view on any Lot except one professionally lettered sign not more than four square feet in size, which may advertise the property for sale or rent; except that during the construction period, an additional sign may be erected by the builder and except that a security service sign shall be allowed when applicable.

17. **PRIVATE STREET:** The street shown on the recorded plat is not a public street. Instead, initially, it is owned by Owner and will eventually be conveyed to the Bridgewood Estates Property Owner's Association, Inc., subject to various utility easements. The Association shall have responsibility for maintaining the street. The owner of each Lot shall have an easement of ingress and egress over said street for the benefit of himself or herself and his or her respective licensees and guests. Likewise, the right of ingress and egress over the street is expressly granted to all police, fire protection, ambulance, public servants and utility company personnel in connection with the performance of their respective duties. Should any governmental authority having jurisdiction require that the street be maintained to a certain standard, the Association shall cause such street to be maintained, at a minimum, in accordance with such standard. If any governmental authority agrees to accept ownership and maintenance responsibility for the street, the Association may convey same to such authority.

18. **OWNER'S EASEMENTS:** Owner reserves unto itself and its successors and assigns the right and easement of ingress and egress over the perimeter of any

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Lot and over the street shown on the plat to facilitate Owner's sale or development of the other Lots and/or other property owned by Owner.

19. **PROPERTY OWNERS ASSOCIATION:** Owner has caused or will cause the formation of Bridgewood Estates Property Owners Association, Inc., which will hold title to and maintain the common areas of the Subdivision. The common areas will include the aforesaid private street and any median. The common areas may, but do not necessarily, include, at the election of Owner, any street lights, irrigation system, entrance, wall and any other improvements and/or land designated by Owner as common area. The Association shall also be responsible for paying the monthly operating bills related to any street lights and irrigation system.

All Lot owners in the Subdivision, with the exception of the owner of Lot 10, shall be members of the Association, and each such Lot owner, by acceptance of a deed to such Lot, whether or not so expressed in such deed, is deemed to covenant and agree to pay to the Association annual general assessments or charges as herein described. All such assessments, together with interest thereon as provided below and the cost of collection thereof, including reasonable attorney fees, shall, as hereinafter provided, be the personal obligation of the owner of such property at the time such assessment became due.

Assessments as to each lot (other than Lot 10, which is not subject to assessments) in the Subdivision shall begin January 1, 1997, each lot paying an equal share, specifically, one-tenth (1/10th).

By a two-thirds vote of the Board of Directors of the Association, the annual assessment shall be fixed on the basis provided above, provided, however, that the annual assessment shall be sufficient to meet the Association's obligations as budgeted. The Board shall set the date such annual assessment shall become due, and any assessment not paid within thirty (30) days from said date shall bear interest from the due date at a per annum percentage rate of twelve percent (12%). Upon any voluntary conveyance of a Lot, the grantor and grantee of such lot shall be jointly and severally liable for all unpaid assessments pertaining to such lot to the extent that such assessments accrue to the date of such conveyance, without prejudice, however, on the part of the grantee to recover from the grantor any amounts paid by the grantee, but the grantee shall be exclusively liable for assessments accruing after grantee becomes Lot owner. In accordance with the Association's Articles of Incorporation and Bylaws, the Association may also impose special assessments.

The Association may bring an action at law against the Lot owner and/or other person(s) personally obligated to pay any assessment not paid within the due date thereof, and such persons who are personally liable for such assessments shall be responsible for interest as provided above and costs of collection, including a reasonable attorney fees. No Lot owner may waive or otherwise escape liability for assessments provided for herein by the abandonment or transfer of such Lot owner's Lot or Lots.

20. **AMENDMENT OR MODIFICATION OF RESTRICTIONS:** Any or all of the Restrictions hereinbefore set forth may be annulled, amended, or modified as provided in paragraph 25 and at any time by an instrument executed by the owner or owners (including Owner if Owner still owns any Lots) of not fewer than eight (8) Lots, which said instrument shall be acknowledged by each such owner signing same and shall be filed for record in the office of the Judge of Probate of Baldwin County, Alabama, provided that (a) no amendment shall place any burden or restriction or requirement on any Lot in the Subject Property the owner of which Lot does not join in said amending instrument; (b) no amendment shall provide relief from any restriction or requirement that would adversely affect other property owned or developed by Owner and (c) the owner of Lot 10 may not vote on any amendment affecting assessments or the common areas.

21. **TERM:** The Restrictions herein shall run with the land and shall be binding on all Lot owners, or upon all parties and persons claiming under or through them, each of whom shall by virtue of his acceptance or acquisition of title or other interest accepts and agrees to be bound by and to abide by all terms and provisions of this instrument, all of which shall be, and remain, in full force and effect until January 1, 2035, after which time the Restrictions shall automatically be extended for successive periods of ten years unless an instrument signed by the owners of not fewer than five (5) Lots (including the owner of Lot 10, has been recorded, agreeing to change said covenants in whole or in part. Provided, however, that no such change shall be made which would directly or indirectly, change the permitted use of the property from single-family residential use.

22. **VIOLATIONS:** No violation of these Restrictions shall act as a cloud upon the title of the property concerned and title shall not be forfeited as a result of such violation.

23. **ENFORCEMENT:** Owner or any party owning any Lot may prosecute any proceedings at law or in equity against any person or persons violating or attempting to violate any of the Restrictions contained herein to prevent such

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person or persons from so doing or to recover damages for such violation, and in the event that the person, persons, or entity prosecuting such proceeding prevails therein, the person or persons who were violating or attempting so violate such restrictions shall be charged with, and shall pay, the costs of such prosecution, including reasonable attorney fees. Neither Owner nor its employees, agents or assigns, members or managers or designated representative shall be liable to any Lot owner or Lot owners in the Subject Property for (i) the manner in which Owner exercises or fails or refuses to exercise any right or authority which said Owner may have or the failure or refusal of Owner to enforce any of the provisions hereof against any Lot owner; or (ii) the failure or refusal of any Lot owner to comply with or enforce any of the provisions hereof.

24. **SEVERABILITY:** Invalidation of any one of these Restrictions by judgment or court order shall in no wise affect any of the other provisions which shall be and remain in full force and effect.

25. **CHANGES.** Owner reserves the right to make such changes to this Declaration and/or to the plat as are deemed appropriate by Owner and as do not materially adversely affect any Lot that Owner has already conveyed.

26. **OWNER'S OTHER PROPERTY.** Owner also owns property adjacent to and north of the Subject Property. Owner reserves the absolute right to develop, use, sell and/or deal with such property and any portions thereof in such manner as Owner may in its absolute discretion determine from time to time. Said adjacent property is in nowise restricted, expressly or implicitly by this Declaration. Provisions in this Declaration which prohibit on any Lot certain actions, structures, etc. that are visible from any other Lot shall be construed to mean that such actions, structures, etc. are also prohibited if visible from any of the property adjacent and north of the Subject Property, and Owner, its successors and assigns, may enforce such provision as if Owner, its successor or assign, was the owner of any Lot within the Subject Property from which the action, structure, etc. was visible.

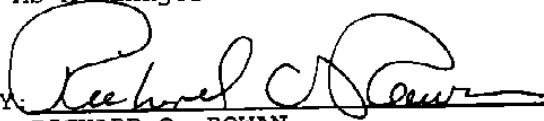
27. **WETLANDS:** Without the prior written approval of the Alabama Department of Environmental Management ("ADEM") and any other authority having jurisdiction, unless in accordance with a nationwide permit in connection with which ADEM's specific consent is not required, no building or any part thereof or other structure shall be constructed or located within twenty-five (25) feet of any wetland as defined by the United States Department of Army Corps of Engineers. No amendment relaxing the provisions of this paragraph shall be effective unless consistent with applicable laws and regulations protecting wetlands.

IN WITNESS WHEREOF, Baldwin/225, L.L.C. has caused this instrument to be executed in its name and on its behalf by its duly authorized undersigned Managers, this the 7th day of August, 1996.

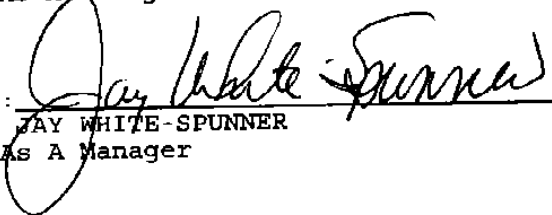
BALDWIN/225, L.L.C.

BY: 

BEN TOM ROBERTS
As A Manager

BY: 

RICHARD O. ROWAN
As A Manager

BY: 

JAY WHITE-SPUNNER
As A Manager

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned Notary Public in and for said County in said state, hereby certify that BEN TOM ROBERTS whose name as a Manager of BALDWIN/225, L.L.C., an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Member and with authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

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GIVEN under my hand and seal this 7th day of August, 1996.



NOTARY PUBLIC MY COMMISSION EXPIRES JUNE 18, 2000.
My Commission Expires: _____
(NOTARIAL SEAL)

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned Notary Public in and for said County in said state, hereby certify that RICHARD O. ROWAN whose name as a Manager of BALDWIN/225, L.L.C., an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Member and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

GIVEN under my hand and seal this 7th day of August, 1996.

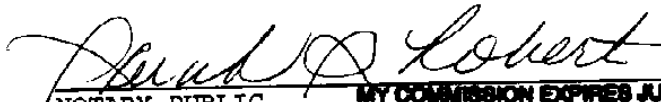


NOTARY PUBLIC MY COMMISSION EXPIRES JUNE 18, 2000.
My Commission Expires: _____
(NOTARIAL SEAL)

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned Notary Public in and for said County in said state, hereby certify that JAY WHITE-SPUNNER whose name as a Manager of BALDWIN/225, L.L.C., an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Member and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

GIVEN under my hand and seal this 7th day of August, 1996.



NOTARY PUBLIC MY COMMISSION EXPIRES JUNE 18, 2000.
My Commission Expires: _____
(NOTARIAL SEAL)

THIS INSTRUMENT PREPARED BY:

RICHARD E. DAVIS, ESQUIRE
HELMSING, LYONS, SIMS & LEACH, P.C.
Post Office Box 2767
Mobile, Alabama 36652
(334) 432-5521

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