

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
DOMINION FARMS PARTNERS

This DECLARATION made on the date hereinafter set forth by DOMINION FARMS PARTNERS, L.L.C., an Alabama limited liability company, hereinafter referred to as the "DECLARANT".

RECITALS:

1. DECLARANT is the owner of certain real property located in Baldwin County, Alabama, which is known as DOMINION FARMS as per plat of phase I thereof recorded in the office of the Judge of Probate of Baldwin County, Alabama, in Slide 1603A (herein referred to as DOMINION FARMS).

2. DECLARANT desires to develop DOMINION FARMS and to subject that property to this Declaration of Covenants, Conditions and Restrictions.

NOW, THEREFORE, DECLARANT hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1.1: "Association" shall mean and refer to DOMINION FARMS PARTNERS PROPERTY OWNERS ASSOCIATION, INC., an Alabama non-profit corporation, its successors and assigns.

Section 1.2: "Common Area" or "Common Property" shall mean and refer to all property owned by the ASSOCIATION and all property together with any improvements thereon which the ASSOCIATION is obligated to maintain in accordance with this DECLARATION.

Section 1.3: "Declarant" shall mean and refer to DOMINION FARMS PARTNERS, L.L.C., an Alabama limited liability company, its successors and assigns.

Section 1.4: "Improvement" shall mean and refer to any structure or betterment situated upon the common property or individual Lots.

Section 1.5: "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the property.

Section 1.6: "Member" shall mean and refer to every person or entity who holds membership in the ASSOCIATION.

Section 1.7: "Mortgage" shall mean a Mortgage in the conventional sense.

Section 1.8: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the

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performance of an obligation.

Section 1.9: "Properties" or "Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the ASSOCIATION.

ARTICLE II

MUTUALITY OF BENEFIT AND OBLIGATION

This DECLARATION is made for the mutual and reciprocal benefit of each and every part of the PROPERTY and is intended to create mutual, equitable servitude upon the PROPERTY, to create reciprocal rights between the respective owners and future owners of the PROPERTY, and to create a privity of contract and estate between the grantees of the PROPERTY, their heirs, successors and assigns. The PROPERTY shall be held, transferred, sold, conveyed, used, leased, occupied, mortgaged or otherwise encumbered subject to all the terms and provisions of this DECLARATION, including, but not limited to, the lien provisions set forth herein.

ARTICLE III

PROPERTY SUBJECT TO THIS DECLARATION

Section 3.1: Existing Property. The real property which is and shall be held, transferred, sold, conveyed, leased and occupied subject to this DECLARATION is located in Baldwin County, Alabama, and is referred to as DOMINION FARMS and is herein referred to as "EXISTING PROPERTY".

Section 3.2: Additions to Existing Property. Lands in addition to the EXISTING PROPERTY described above may hereafter become subject to this DECLARATION in the following manner:

A. **Additions in Accordance with General Plan of Development.** The DECLARANT, its successors and assigns, shall have the right, at its sole discretion and without the further consent of the ASSOCIATION, to bring within the scheme and operation of this DECLARATION additional property; provided, however, that such additions shall be limited to lands which are contiguous to those above-described, and which additional lands are to be developed as part of the PROPERTY known as DOMINION FARMS, a subdivision, subject to the covenants and restrictions herein set forth. Such additional PROPERTIES shall be deemed to be "Contiguous" even though separated from the EXISTING PROPERTY by streets, roads, highways, rivers, streams, rights-of-way, railroads, utilities, or other intervening physical features or property interests not inconsistent with the general contiguity of the lands in question. Such additions shall be developed in a manner consistent with the general plan or development of the EXISTING PROPERTY prepared prior to the sale of any LOT and made known to every purchaser (which may be done by brochure made available to the purchaser) prior to such sale.

The General Plan of Development shall show the EXISTING PROPERTY and contain (1) a general indication of the size, location, and proposed land use of each development state; (2) the approximate size and location of common PROPERTIES proposed; (3) the general nature of any proposed common facilities and improvements; (4) a statement that any additions to the EXISTING PROPERTIES will become subject to assessment for their just share of the ASSOCIATION'S expenses; and (5) an approximate schedule, based upon the DECLARANT'S projections, indicating the estimated times the DECLARANT plans to complete the various stages of the development. Unless otherwise stated herein, the General Plan of Development shall not bind the DECLARANT, its successors and assigns, to adhere to the Plan in any subsequent development of the land shown thereon and the General Plan shall contain a conspicuous statement to such effect.

It also shall be understood that the DECLARANT shall be free to develop such portions or sections of the lands depicted in the General Plan of Development as, in the reasonable exercise of its discretion, it deems in the best interest of the entire development, without regard to the relative location of such portions or sections within the overall plan; that it shall not be required to follow any predetermined sequence or order of improvement and development; and that it may bring within the scheme of this DECLARATION additional lands and develop the same before completing the development of the EXISTING PROPERTY.

The additions authorized under this and the succeeding subsection shall be made by filing of record in the office of the Judge of Probate of Baldwin County, Alabama, a Supplementary Declaration of Covenants and Restrictions with respect to such additional property which shall extend the operation and effect of the Covenants and Restrictions of this Declaration to such additional property.

The Supplementary Declaration may contain such complementary additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary or convenient, in the judgment of the DECLARANT, to reflect and adapt to any difference in character of the added PROPERTIES and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify, or add to the covenants established by this Declaration so as to affect the EXISTING PROPERTY. The DECLARANT shall not be obligated to develop additional lands as provided for herein. The discretion to develop future lands shall be solely with the DECLARANT.

B. Other Additions. Upon approval in writing of the ASSOCIATION, pursuant to authorization of two-thirds (2/3) of the vote of all of its members, voting as provided for herein, the OWNER of any property other than Declarant who desires to add such property to the scheme of this Declaration and subject such property to the jurisdiction of the ASSOCIATION may file of record a Supplementary Declaration of Covenants and Restrictions as described in Subsection "A" above.

C. Mergers, Combinations or Consolidations. Upon merger, combination or consolidation of the ASSOCIATION with another association, the PROPERTIES, rights, and obligations of the ASSOCIATION may, by operation of law, be transferred to another surviving or consolidated association, or, in the alternative, the PROPERTIES, rights, and obligations of another association may, by operation of law, be added to the PROPERTIES of the ASSOCIATION as a surviving corporation pursuant to a merger, combination or consolidation. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the EXISTING PROPERTIES, together with the covenants and restrictions established upon any other PROPERTIES as one scheme. No such merger, combination, or consolidation, however, shall affect any revocation or change of or addition to the covenants and restrictions established by this Declaration within the EXISTING PROPERTY, except as herein provided.

ARTICLE IV

ARCHITECTURAL REVIEW COMMITTEE; ARCHITECTURAL CONTROL

Section 4.1. Architectural Review Committee. The Architectural Review Committee (herein the "ARCHITECTURAL COMMITTEE") shall be composed of at least three (but not more than five) individuals designated and redesignated from time to time (i) by DECLARANT until control of the ARCHITECTURAL COMMITTEE is specifically delegated by the DECLARANT to the ASSOCIATION, and (ii) by the ASSOCIATION after delegation of such control. Delegation of control of the ARCHITECTURAL COMMITTEE from the DECLARANT to the ASSOCIATION shall be evidenced by an instrument signed by the DECLARANT and filed for record in the Probate Records of Baldwin County, Alabama.

Except as hereinafter provided, the affirmative vote of a majority of the membership of the ARCHITECTURAL COMMITTEE shall be required in order to approve any plans and specifications submitted under this ARTICLE IV.

Section 4.2. Approval Required. No structure shall be commenced, erected, placed, moved onto or permitted to remain on any lot, nor shall any existing structure upon any lot be altered in any way which materially changes the exterior appearance thereof, nor shall any new use be commenced on any lot, unless plans and specifications (including a description of any proposed new use) thereof shall have been submitted to and approved in writing by the ARCHITECTURAL COMMITTEE. Such plans and specification shall be in such form and shall contain such information as may be required by the ARCHITECTURAL COMMITTEE, using the "DOMINION FARMS building standards and design approval process" which includes, but is not limited to the following: (i) architectural plans, elevations and specifications showing the nature, kind, exterior color schemes, shape, height and materials of all structures proposed for the lot; (ii) a site plan of the lot showing the location with respect to the particular lot (including proposed front, rear and side setbacks and free spaces, if any are proposed) of all structures, the location thereof with reference to structures on adjoining portions of the PROPERTY, and the number and location of all parking spaces and driveways on the lot; (iii) a grading plan for the particular lot; (iv) a drainage plan and (v) a plan for landscaping.

Section 4.3. Basis for Disapproval of Plans. The ARCHITECTURAL COMMITTEE shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

- A. failure of such plans or specifications to comply with this DECLARATION;
- B. failure to include information in such plans and specifications as may have been reasonably requested;
- C. objection to the exterior design, appearance or materials of any proposed structure;
- D. incompatibility of any proposed structure or use with existing structures or uses upon other lots in the vicinity;
- E. objections to the location of any proposed structure upon any lot or with reference to other lots in the vicinity;
- F. objection to the site plan, grading plan, drainage plan or landscaping plan for any lot;
- G. objection to the color scheme, finish, proportions, style of architecture, materials, height, bulk, or appropriateness of any proposed structure;
- H. objection to parking areas proposed for any lot on the grounds of (i) incompatibility to proposed uses and structures on such lot or (ii) the insufficiency of the size of parking areas in relation to the proposed use of the lot;
- I. failure of plans to take into consideration the particular topography, vegetative characteristics, natural environment and storm water runoff of the lot; or
- J. any other matter which, in the judgment of the ARCHITECTURAL COMMITTEE, would render the proposed structure, structures or uses inharmonious with the general plan of improvement of the PROPERTY or with structures or uses located upon other lots in the vicinity.

Approval of any such plans shall terminate and be rendered void if construction is not begun within six (6) months after such approval unless such six (6) month period is extended by agreement with the ARCHITECTURAL COMMITTEE in which event the extended time period shall be applicable.

In any case where the ARCHITECTURAL COMMITTEE shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the ARCHITECTURAL COMMITTEE shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

THE SCOPE OF REVIEW BY THE ARCHITECTURAL COMMITTEE IS LIMITED TO SIZE, APPEARANCE, SITE ORIENTATION AND BUILDING ELEMENTS ONLY AND DOES NOT INCLUDE ANY RESPONSIBILITY OR AUTHORITY TO REVIEW FOR STRUCTURAL SOUNDNESS, COMPLIANCE WITH BUILDING OR ZONING CODES OR STANDARDS, OR ANY OTHER SIMILAR OR DISSIMILAR FACTORS.

Section 4.4. Retention of Copy of Plans. Upon approval by the ARCHITECTURAL COMMITTEE of any plans and specifications submitted hereunder, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the ARCHITECTURAL COMMITTEE, and shall be retained for a period of no more than six (6) months after completion of the improvement, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same.

Section 4.5. Rules of ARCHITECTURAL COMMITTEE: Effect of Approval and Disapproval: Time for Approval. The ARCHITECTURAL COMMITTEE may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on lots, including, without limitation, exterior lighting and planting, and may issue statements of policy with respect to approval or disapproval of the architectural styles or details, or other matters, which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the ARCHITECTURAL COMMITTEE at any time, and no inclusion in, omission from or amendment of any such rule or statement shall be deemed to bind the ARCHITECTURAL COMMITTEE to approve or disapprove any feature or matter subject to approval, or to waive the exercise of the ARCHITECTURAL COMMITTEE'S discretion as to any such matter, but no change of policy shall affect the finality of any approval granted prior to such change. Approval for use on any lot of any plans or specifications shall not be deemed a waiver of the ARCHITECTURAL COMMITTEE'S right, in its discretion, to disapprove such plans or specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any other lot or lots. Approval of any such plans and specifications relating to any lot, however, shall be final as to that lot and such approval may not be revoked or rescinded thereafter, provided, (i) that the structure or uses shown or described on or in such plans and specifications do not violate any specific prohibition contained in this DECLARATION, and (ii) that the plans and specifications, as approved, and any condition attached to any such approval, have been adhered to and complied with in regard to all structures on and uses of the lot in question.

In the event that the ARCHITECTURAL COMMITTEE fails to approve, disapprove, or approve conditionally any plans and specifications as herein provided within the application and approval process pursuant to the terms of the DOMINION FARMS building standards and design approval process; thirty (30) days after the date the ARCHITECTURAL COMMITTEE was required to approve, disapprove or approve conditionally said plans and specifications, the same shall be deemed to have been approved, as submitted, and no further action shall be required.

Section 4.6. Certificate of Compliance. Upon completion of the construction or alteration of any structure in accordance with plans and specification or alteration of any structure in accordance with plans and specifications approved by the ARCHITECTURAL COMMITTEE, the ARCHITECTURAL COMMITTEE shall, upon written request of the owner thereof, issue a certificate of compliance in form suitable for recordation, identifying such structure and the lot on which such structure is placed, and stating that the plans and specifications, the location of such structure and the use or uses to be conducted thereon have been approved and that such structure complies with the requirements of the ARCHITECTURAL COMMITTEE. Preparation and recording of such certificate shall be at the expense of such owner. Any certificate of compliance issued in accordance with the provisions of this Section 4.6 shall be prima facie evidence of the facts therein stated, and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such certificate shall be conclusive evidence that, as of the date of the certificate, all structures on the lot, and the use or uses described therein comply with all the requirements of this ARTICLE IV, and with all other requirements of this DECLARATION as to which the ARCHITECTURAL COMMITTEE exercises any discretionary or interpretive powers.

Section 4.7. Inspection and Testing Rights. Any agent of DECLARANT, ASSOCIATION or the ARCHITECTURAL COMMITTEE may at any reasonable time or times enter upon and inspect any lot and any improvements thereon for the purpose of ascertaining whether the maintenance of such lot and the maintenance, construction, or alteration of the structures thereon are in compliance with the provisions hereof; and neither DECLARANT, ASSOCIATION nor the ARCHITECTURAL COMMITTEE nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection. Without limitation upon other inspection rights, in order to implement inspection and testing of septic tanks, drain field lines, and sanitary sewer lines, each owner agrees to notify the ARCHITECTURAL COMMITTEE prior to its installation of the septic tanks, drain field lines, and sanitary sewer service lines and to permit such inspection and testing thereof by the ARCHITECTURAL COMMITTEE both before and after backfill as is required by the ARCHITECTURAL COMMITTEE. Any such inspection shall be for the sole purpose of determining compliance with this DECLARATION, and neither the making of any such inspection, nor the failure to make any such inspection, shall be relied upon by the owner of a lot or any third persons or entities for any purpose whatsoever; nor shall any such inspection obligate the DECLARANT, the ASSOCIATION or the ARCHITECTURAL COMMITTEE to take any particular action based on the inspection.

Section 4.8. Waiver of Liability. Neither the ARCHITECTURAL COMMITTEE nor any architect nor agent thereof, nor the ASSOCIATION, nor the DECLARANT, nor any agent or employee of the foregoing, shall be responsible in any way for any failure of structures to comply with requirements of this DECLARATION, although a certificate of compliance has been issued, nor for any defects in any plans and specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications, and all persons relying thereon or benefiting therefrom agree not to sue or claim against the entities and persons referred to in this Section 4.8 for any cause arising out of the matters referred to in this Section 4.8 and further agree to and do hereby release said entities and persons from any and every such cause.

Section 4.9. Zoning and Specific Restrictions. This DECLARATION shall not be taken as permitting any action or thing prohibited by the applicable laws, or the laws, rules or regulations of any governmental authority, or by specific covenants or restrictions imposed by any deed or lease. In the event of any conflict, the most restrictive provision of such laws, rules, regulations, deeds, leases, covenants, restrictions or this DECLARATION shall be taken to govern and control.

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ARTICLE V

SITE DEVELOPMENT

Section 5.1. Site to be Staked Prior to Tree Cutting. After the plan for the structure is approved, the site of the structure must be staked out and such site approved by the ARCHITECTURAL COMMITTEE before tree cutting is done. Existing vegetation shall be saved whenever it is practical to do so. All areas on site and outside the areas of disturbance shall be "corded off" with high visibility surveyor's flagging tape and no vegetation shall be removed from the corded areas and no materials may be stored over the roots of this vegetation without prior approval of the ARCHITECTURAL COMMITTEE. Removal of "underbrush" from the corded areas is expressly prohibited except on ARCHITECTURAL COMMITTEE approval. No tree may be cut or removed without consent of the ARCHITECTURAL COMMITTEE until the building plans, site plans, and site staking are approved by the ARCHITECTURAL COMMITTEE.

Section 5.2. Erosion Control. Erosion control measures shall be taken by the owner of a lot, or his contractors, to protect adjacent properties during construction on such lot and thereafter until the soil is stabilized on the lot. This may be accomplished by the use of temporary retention ponds, silt fencing, or other protective measures intended to intercept and filter the excess storm water runoff from the lot. All erosion control measures, including slope stabilization, must be specified on the grading plan and must be approved by the ARCHITECTURAL COMMITTEE prior to commencement of grading activities.

Any storm water retention ponds created during construction on a lot shall not remain as permanent ponds after completion of construction unless so provided in the grading, site and landscaping plans submitted to and approved by the ARCHITECTURAL COMMITTEE.

Section 5.3. Utility Lines and Appurtenances. All gas, water, sewer, septic tanks, drain field lines, telephone, television cable and electrical feeder and service lines shall be installed as underground service unless otherwise approved by the ARCHITECTURAL COMMITTEE. All transformer boxes, meters or other such fixtures shall be adequately screened with plants or other materials approved by the ARCHITECTURAL COMMITTEE; provided that no planting or screening devices shall be placed so as to obstruct the normal servicing of either transformers, telephone pedestals, or other utility hardware. To the extent of the interest of the owner of a lot, the owner of a lot will not erect or grant to any person, firm or corporation the right, license or privilege to erect or use or permit the use of overhead wires, poles, or overhead facilities of any kind for electrical, television cable or telephone service on said real estate (except such poles and overhead facilities as may be required at those places where distribution facilities enter and leave the particular area) without the prior written consent of the ARCHITECTURAL COMMITTEE. Nothing herein shall be construed to prohibit overhead street lighting or ornamental yard lighting, where serviced by underground wires or cables. Where underground electric service is to be installed, in order to permit installation of underground electric service to each lot for the mutual benefit of all owners therein, no owner of any such lot will commence construction of any improvement on any such lot until such owner (1) notifies the electric utility that such construction is proposed, (2) grants in writing to the electric utility such rights and easements as the electric utility requires in connection with its construction, operation, maintenance and removal of underground service lateral on such lot, and (3) otherwise complies with the Rules and Regulations for Underground Residential Distribution on file with and approved by the Alabama Public Service Commission.

If required by the electric utility, such electric utility, its successors and assigns, may retain title to the underground service lateral and outdoor metering trough, the house power box (exclusive of circuit breakers) serving each said house, and said service entrance facilities provided by such utility will not in any way be considered a fixture or fixtures and thereby a part of said real estate, but will remain personal property belonging to such utility, its

successors and assigns, in accordance with applicable Rules and Regulations filed with and approved by the Alabama Public Service Commission.

Section 5.4. Connection Points for Utility Service Lines. To the extent of the interests of the owner of each lot, each owner agrees to connect utility service lines (including, but not limited to, gas, water, septic tanks, drain field lines, television cable and electricity) at points designated by ARCHITECTURAL COMMITTEE.

Section 5.5. Sanitary Sewer Service Lines. The material for septic tanks, drain field lines, and sanitary sewer service lines must be approved by the ARCHITECTURAL COMMITTEE.

Section 5.6. Landscaping. The landscape plan must be approved by the ARCHITECTURAL COMMITTEE prior to any site disturbance. The landscape plan shall indicate the proposed type, location, size and quantity of all plant materials to be planted on the lot. The owner must faithfully execute the landscape plan as submitted to and approved by the ARCHITECTURAL COMMITTEE. If the owners should fail to faithfully execute the landscape plan, the ASSOCIATION shall have the right to enter into a contract with a third party for the execution of the landscape plan as approved, and the cost thereof shall be a binding, personal obligation of the owner when billed by the ASSOCIATION as well as a lien upon the lot in question. The lien provided in this Section shall have the same enforceability and priority as the lien provided for in Article IX below.

Section 5.7. Colors: Architectural Styles. All exterior building materials and colors must be approved by the ARCHITECTURAL COMMITTEE. Excessively bright colors or objectionable noticeable colors are prohibited. All architecture must be compatible with surrounding buildings within the subdivision.

Section 5.8. Exterior Lighting. Exterior lighting plans must be set forth on the architectural or landscape plans for a lot, and must be approved by the ARCHITECTURAL COMMITTEE. Exterior lighting shall be "low-key" and shall be compatible with lighting used on other residential structures in the development.

ARTICLE VI

COVENANTS FOR MAINTENANCE

Each owner shall keep all lots owned by him, and all improvements therein or thereon, in good order and repair, including the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. If, in the opinion of the ASSOCIATION, any owner fails to perform the duties imposed by the preceding sentence after fifteen (15) days' written notice from the ASSOCIATION to the owner to remedy the condition in question, the ASSOCIATION shall have the right, through its agents and employees, to enter upon the lot in question and to repair, maintain, repaint and restore the lot or such improvements and the cost thereof shall be a binding, personal obligation of such owner when billed by the ASSOCIATION as well as a lien (enforceable in the same manner as provided in ARTICLE IX below) upon the lot in question.

ARTICLE VII

GENERAL COVENANTS AND RESTRICTIONS

Section 7.1. General Prohibitions. Without the prior written approval of the ARCHITECTURAL COMMITTEE:

Section 7.1.1. No previously approved structure shall be used for any purpose other

than that for which it was originally designed.

Section 7.1.2. No lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise.

Section 7.1.3. To the extent of the interest of the owner of a lot, no facilities, including poles and wires, for the transmission of electricity, television cable or telephone messages and the like shall be placed or maintained above the surface of the ground of any lot and no external or outside antennas of any kind (including but not limited to satellite dishes) shall be maintained.

Section 7.1.4. No boat, boat trailer, house trailer, trailer, motor home or any similar items shall be stored in the open on any lot for a period of time in excess of twenty-four (24) hours unless such item is not visible from any property owner's access area or any public street.

Section 7.2. Permitted Uses and Structures. All lots in the subdivision and each and every one thereof are hereby declared to be residential lots, and no lot shall be used except for single-family residential purposes. No building or structure shall be erected, altered, placed or permitted to remain on any lot other than a single-family dwelling, not to exceed two and one-half stories and forty-five (45) feet 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 enclosed garage for not less than two (2) automobiles, which shall not open on any side facing the front of the Lot or any street adjacent to the Lot, unless otherwise approved in writing by the ARCHITECTURAL COMMITTEE. Notwithstanding this paragraph, an accessory building as provided in the DOMINION FARMS code, which can be up to one-third of the square feet of the home on said property, may be allowed by the ARCHITECTURAL COMMITTEE as long as it is exclusively used for residential purposes of an immediate family member of the lot owner or spouse of the lot owner.

However nothing in the preceding paragraph shall prohibit or restrict in any way Declarant, its designee, assignee, or successor from building, maintaining, leasing and otherwise operating a commercial barn on property.

Section 7.3. Minimum Dwelling Area. The ground floor livable area (heated and cooled area) of the main building or structure, exclusive of open porches and garages, shall contain not less than two thousand (2,000) square feet in the case of a one-story building or structure; or not less than one thousand four hundred (1,400) square feet in the case of anything greater; with a total minimum square footage for the main building or structure of two thousand (2,000) square feet; unless otherwise approved in writing by the ARCHITECTURAL COMMITTEE. For the purpose of this SECTION 7.3, 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. No building, structure or residence shall be erected, altered, remodeled, reconstructed or added to without the prior written approval of the ARCHITECTURAL COMMITTEE.

Section 7.4. Minimum Building Setback Lines. No building, structure or residence located on any of the lots shall be erected, altered, remodeled, constructed or added to so as to be located any nearer a lot boundary line than is shown on the recorded plat of said subdivision; but the ARCHITECTURAL COMMITTEE shall within its sole discretion have the power to grant exceptions.

Section 7.5. Preservation of Trees. No tree having a diameter of six (6) inches or more (measured from a point two feet above ground level) shall be removed from any lot without the express written authorization of the ARCHITECTURAL COMMITTEE. The recorded plat of the subdivision may designate certain areas as open spaces including but not limited to pastures. In order to protect the natural beauty of the vegetation and topography of the said open spaces, written approval of the ARCHITECTURAL

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COMMITTEE is hereby required for the removal, reduction, cutting down, excavation, filling, or alteration of any topographic and vegetation characteristics. The ARCHITECTURAL COMMITTEE, in its discretion, may adopt and promulgate rules and regulations regarding the said open spaces and, in general, the preservation of trees and other natural resources and wildlife upon all of the PROPERTY. If it shall deem it appropriate, the ARCHITECTURAL COMMITTEE may mark certain trees, regardless of size, as not removable without written authorization. In carrying out the provisions of this Section 7.5, the DECLARANT, the ASSOCIATION and the ARCHITECTURAL COMMITTEE and the respective agents of each may come upon any lot during reasonable hours for the purpose of inspecting or marking trees or in relation to the enforcement and administration of any rules and regulations adopted and promulgated pursuant to the provisions hereof. Neither the ASSOCIATION, nor the ARCHITECTURAL COMMITTEE, nor DECLARANT, nor their respective agents shall be deemed to have committed a trespass or wrongful act by reason of any such entry or inspection.

Section 7.6. Permitted Animals. No animals, livestock or other poultry of any kind shall be raised, bred, harbored or kept on any lot except that the owner may keep domesticated household pets. No such pets shall be kept for any commercial purpose, and any such pets may be kept only so long as they or any of them do not become an annoyance or nuisance to the neighborhood. All pets shall be kept under the close supervision of their owners and shall, at the written request of the ARCHITECTURAL COMMITTEE, be kept behind a fence (see fence requirement). Furthermore, all pets, when within the common areas of Dominion Farms, shall be kept on a leash.

Section 7.7. Signs. No sign or other advertising device of any nature shall be placed upon any lot except as provided herein. The ARCHITECTURAL COMMITTEE may, in its discretion, adopt and promulgate rules and regulations relating to signs which may be employed. Signs and other advertising devices may be erected and maintained upon any portion of the PROPERTY, if approved by the ARCHITECTURAL COMMITTEE, as to color, location, nature, size and other characteristics of such signs or devices.

Section 7.8. Temporary Structures. No temporary building, trailer, garage or building in the course of construction or other temporary structure shall be used, temporarily or permanently, as a residence or temporary housing or the like on any lot. If approved by the ARCHITECTURAL COMMITTEE, such a structure may be used as a security station during construction or other special purpose.

Section 7.9. Accumulation of Refuse. No lumber, metals or bulk materials (except lumber, metals and bulk materials as is usual in the maintenance of a private residence and which must be stored in such a manner so that it cannot be seen from adjacent and surrounding property), refuse or trash shall be kept, stored, or allowed to accumulate on any lot, except building materials during the course of construction of any approved structure. No harmful or noxious materials shall be stored, either inside any structure, or outside any structure, if said materials pose any significant threat to public health and safety or to individuals employed or living within or in proximity to such structures. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open on any day a pick-up is to be made. At all other times, trash and garbage containers shall be screened in such a manner so that they cannot be seen from adjacent and surrounding property, and as approved by the ARCHITECTURAL COMMITTEE. All trash and garbage containers shall be kept in a clean and sanitary condition. The ARCHITECTURAL COMMITTEE, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the matter of storage and screening of the same on the PROPERTY.

Section 7.10. Pipes. To the extent of the interest of the owners of a lot, no water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any lot above the surface of the ground, except hoses and movable pipes used for irrigation purposes.

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Section 7.11. Mineral Operations Prohibited. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind whatsoever shall be permitted upon any lot, nor shall oil wells, derricks, tanks, tunnels, mineral excavations or shafts be erected or permitted to remain on any lot. Provided, however, it is understood that this prohibition does not affect the rights of mineral owners or owners of any interest in minerals which may have been previously reserved or conveyed to others.

Section 7.12. Fences, Walls, Hedges and Ornamental Structures. No hedge shall be located nearer the front property line of any lot than the front of the dwelling on such lot without the written approval of the ARCHITECTURAL COMMITTEE, and no fence, wall, ornamental structure, or gazebo, shall be constructed without the prior written approval of the ARCHITECTURAL COMMITTEE. No chain link or metal fence may be constructed on any lot. The ASSOCIATION shall have the right to enter upon any lot and trim or prune, at the expense of the owner, any hedge or other planting which, in the opinion of the ASSOCIATION, by reason of its location upon the lot or the height to which it is permitted to grow, is unreasonably detrimental to the adjoining property or of street traffic or is unattractive in appearance; provided, however, that the owner shall be given fifteen (15) days prior written notice of such action.

Section 7.13. Prohibition of Business Activity. No business, profession or home industry shall be conducted in or on any part of a lot or in any improvement thereon on the PROPERTY.

Section 7.14. Clothes Lines. No clothing or any other household fabric shall be hung in the open on any lot and no clothes lines or clothes hanging devices shall be kept or maintained on any lot.

Section 7.15. Access and Driveways. Access to said lots shall be over and across the public street designated on the plat. During construction of any residence, access to the lot will be limited to the entrance at the same location as the future driveway. All driveway material must be approved by ARCHITECTURAL COMMITTEE.

Section 7.16. Machinery. No machinery shall be placed or operated upon any lot except such machinery as is usual in maintenance of a private residence.

Section 7.17. Mail or Newspaper Boxes. The design of all mailboxes and newspaper boxes must be approved by the ARCHITECTURAL COMMITTEE and free-standing mail boxes and newspaper boxes equipped with lighting may be required in some or all sections of the PROPERTY.

Section 7.18. Nuisance. No obnoxious, offensive or illegal activities shall be carried on upon any lot nor shall anything be done on any lot which may be or may become an annoyance or nuisance to the neighborhood.

Section 7.19. Construction Time and Option to Purchase. Each dwelling, including the garage thereto, shall be completed within twelve (12) months after initial construction of the dwelling and garage has begun, unless the ARCHITECTURAL COMMITTEE shall give its written approval to a longer period. Each playhouse or other outbuilding, fence, wall, swimming pool, sidewalk, walkway, driveway, or other above ground structure approved by the ARCHITECTURAL COMMITTEE shall be completed within twelve (12) months after initial construction of such structure has begun, unless the ARCHITECTURAL COMMITTEE shall give its written approval to a longer period.

IN the event that a purchaser of a lot, his heirs, successors, or assigns, other than DECLARANT, does not, within three (3) years of the date of the deed from DECLARANT to the purchaser, commence construction of and thereafter prosecute with diligence to completion a residence on such property, then DECLARANT shall have the right and option for a period of two (2) years after the expiration of such three-year period

to repurchase the property from the purchaser or his heirs, successors, or assigns, free and clear of all liens and encumbrances of every kind and description, except such as are in existence on the date of the deed from the DECLARANT to the purchaser, for the purchase price originally paid to DECLARANT without interest or other cost.

Section 7.20. Adjoining Lot Ownership. For the purposes of this instrument, any owner having two or more adjoining lots may treat, use, and build on them as though they were one (1) after making written application and receiving written approval by the ARCHITECTURAL COMMITTEE. Said approval shall be recorded and operate as an amendment to this instrument.

Section 7.21. Septic Tanks. No sanitary sewage service is available to a Lot on the date of the execution of this DECLARATION. If sanitary sewage service is unavailable to a Lot at the time of commencement of construction to the dwelling to be located thereon, a septic tank and drain field lines may be placed on such Lot in a location to be approved by the appropriate governmental authorities and to be approved in writing by the ARCHITECTURAL COMMITTEE; provided, however, that no septic tank or septic tank drain field and no well or pump shall be placed in front of the rear most plane of the dwelling on the Lot or nearer than twenty (20) feet to any side or rear property line of the Lot. Notwithstanding that a septic tank shall be installed on a Lot, the owner of the Lot must connect to the central sanitary sewage disposal system when it is extended to the Lot and shall not, thereafter, use the septic tank for any purpose as long as the central sewage disposal system is available.

Section 7.22. Miscellaneous. Notwithstanding any other provisions in this Declaration, no patio cover, building or storage unit of any kind shall be erected, placed or set except as provided for herein. However, this provision shall not:

A. Prevent DECLARANT, its successors and assigns, or their contractors, or subcontractors, from doing on said Property, or any part thereof owned or controlled by DECLARANT, whatever they determine to be reasonably necessary or advisable in connection with the completion of said work; or

B. Prevent DECLARANT, its transferee or assigns, or its or their representatives, contractors or subcontractors, from erecting, constructing and maintaining on any part or parts of said Property owned or controlled by DECLARANT, or its transferee, or its other contractors or subcontractors, such structures as may be reasonably necessary for the conduct of its business of completing said work and establishing said Property as a commercial community and disposing of the same in parcels by sale, lease, or otherwise; or

C. Prevent DECLARANT, or its transferee, or its or their contractors or subcontractors, from maintaining such sign or signs on any of said Lots owned or controlled by any of them as may be necessary in connection with the sale, lease, or otherwise of the Properties.

As used in this Section and its subparagraphs, the words "its transferee" specifically do not include purchasers of Lots improved with completed residences.

Section 7.23. No Discrimination. No action shall at any time be taken by the ASSOCIATION or its Board of Directors which in any manner would discriminate against any Owner or Owners in favor of the other Owners.

Section 7.24. Use Authorized by ARCHITECTURAL COMMITTEE. Notwithstanding other provisions herein, the ARCHITECTURAL COMMITTEE may authorize any owner with respect to his lot to:

A. temporarily use a single-family dwelling house for more than one family;

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- B. maintain a sign other than as expressly permitted herein;
- C. locate structures other than the principal dwelling house within setback areas; or
- D. use structures other than the principal dwelling house for residence purposes on a temporary basis.

ARTICLE VIII

MEMBERSHIP AND VOTING RIGHTS

Section 8.1. The Association. The operation and administration of the PROPERTY shall be by the ASSOCIATION of Lot Owners. The ASSOCIATION shall be a not-for-profit Alabama Corporation incorporated by Articles of Incorporation recorded in the office of the Judge of Probate of Baldwin County, Alabama. The ASSOCIATION shall be an entity which shall have the capability of bringing suit and being sued with respect to the exercise or nonexercise of its powers. The ASSOCIATION shall have exclusive authority and power to maintain a class action and to settle a cause of action on behalf of Lot Owners of the PROPERTY with reference to the Common Area or Common Property and with reference to any and all other matters in which all of the Lot Owners have a common interest. The ASSOCIATION shall have all the powers and duties granted to or imposed on it under the By-Laws and other documents as they may be amended from time to time. The ASSOCIATION is specifically authorized to enter into agreements by which its powers and duties, or some of them, may be exercised or performed by some other person or persons. The ASSOCIATION shall have a reasonable right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the PROPERTY and further, shall have the right to grant permits, licenses and easements over the Common Areas for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the development. The Board shall have the authority and duty to levy and enforce the collection of general and specific assessments for common expenses and is further authorized to provide adequate remedies for failure to pay such assessments.

Section 8.2. Membership. Each Lot Owner shall be a Member of the ASSOCIATION so long as he is a Lot Owner. A Lot Owner's membership shall immediately terminate when he ceases to be a Lot Owner. The membership of a Lot Owner cannot be assigned or transferred in any manner except as an appurtenance to his Lot.

Section 8.3. Voting. Each Lot Owner shall be entitled to one (1) vote, which vote is not divisible. The vote shall be cast by the Lot Owner in the manner provided for herein and in the By-Laws. Provided, however, that until four (4) months after the DECLARANT has completed and sold seventy-five percent (75%) of the Lots of the PROPERTY or until five (5) years after the date the first LOT is sold or until the DECLARANT elects to terminate its control of the PROPERTY, whichever shall first occur, the By-Laws and rules adopted by the DECLARANT shall govern and there shall be no meeting of the Members of the ASSOCIATION, unless a meeting is called by the Board of Directors of the ASSOCIATION, and neither the Lot Owners nor the ASSOCIATION, nor the use of the PROPERTY by Lot occupants shall interfere with the completion of the contemplated improvements and the sale of the Lots. The DECLARANT may make such use of the unsold Lots and of the Common Areas and facilities as may facilitate such completion and sale, including, but not limited to, showing of the property and the display of signs. Thereafter, the Lot Owners shall have control of the ASSOCIATION.

Section 8.4. Contracts. The ASSOCIATION shall not be bound, either directly or indirectly, to any professional management contracts or leases entered into prior to passage

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of control unless there is a right of termination of any such contract or lease, without cause, which is exercisable without penalty at any time after transfer of control, with not more than ninety (90) days notice to the other party.

Section 8.5. Assignment. The share of a Member and the funds and assets of the ASSOCIATION cannot be assigned, hypothecated or transferred in any manner except as an appurtenance of his Lot.

Section 8.6. Board of Directors. The affairs of the ASSOCIATION shall be conducted by a Board of Directors which shall consist of such number not less than three nor more than five as shall, from time to time, be determined and fixed by a majority of the voting rights present at any annual meeting of the Members.

Section 8.7. By-Laws. The ASSOCIATION and its Members shall be governed by the By-Laws which shall be adopted by the Members.

Section 8.8. Availability of Records. The ASSOCIATION shall make available to Lot Owners, prospective purchasers, first Mortgagees and insurers of first Mortgagees of any Lot, current copies of the Declaration of Covenants, Conditions and Restrictions, By-Laws, Rules and Regulations and other books, records, financial statements and the most recent annual financial statement of the ASSOCIATION, if such financial statement is prepared. "Available" shall mean available for inspection upon written request, during normal business hours or under reasonable circumstances.

Section 8.9. Reserve Fund. The ASSOCIATION shall establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the Common Areas. The fund shall be maintained out of regular assessments for common expenses.

ARTICLE IX

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 9.1. Creation of the Lien and Personal Obligation of Assessments. The DECLARANT, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the ASSOCIATION: (i) annual and special assessments or charges, and (ii) special assessments for capital improvements to the Common Area, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to successors in title.

Section 9.2. Special Assessments for Capital Improvements Upon Common Area.

In addition to the annual and special assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 9.3. Uniform Rate of Assessment. The assessments herein described shall be fixed at a uniform rate for all Lots. However, Declarant shall not be required to pay any

said assessment on any lot it owns.

Section 9.4. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the issuance of a certificate of occupancy for the improvement constructed on said Lot or twelve (12) months from the date of the deed from DECLARANT to a Lot purchaser or whichever shall first occur. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date of any assessment shall be fixed in the resolution authorizing such assessment, and any such assessment shall be payable in advance in monthly, quarterly, semiannually, or annual installments as determined by the Board of Directors. The ASSOCIATION shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the ASSOCIATION, setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the ASSOCIATION as to the status of assessments on a Lot is binding upon the ASSOCIATION as of the date of its issuance.

Section 9.5. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest thereon at a rate to be set by the Board of Directors of the Association, but in no event greater than the maximum percentage rate as may then be permitted under the laws of the State of Alabama. The ASSOCIATION may bring an action at law or in equity against the Owner personally obligated to pay the same, foreclose a lien against the property or seek injunctive relief, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the ASSOCIATION the right and power to bring all actions against such Owner personally for the collection of each charge as a debt and to foreclose the aforesaid lien by all methods available for the enforcement of such liens, including foreclosures by an action brought in the name of the ASSOCIATION in a like manner as a Mortgage lien on real property, and such Owner hereby expressly grants to the ASSOCIATION a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the ASSOCIATION and shall be for the benefit of all Lot owners. The ASSOCIATION, acting on behalf of the Lot Owners shall have the power to bid for an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot; provided, however, that the DECLARANT shall not be obligated to pay any unsold Lot share of the working capital fund to the ASSOCIATION. The DECLARANT shall be entitled to reimburse itself for its contribution into the working capital fund from funds collected at closing when the unsold Lots are sold.

Section 9.6. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to Mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof or relieve the prior Owner from any personal liability for any unpaid assessments occurring prior to said sale or transfer.

ARTICLE X

COMMON AREA AND MAINTENANCE AND REPAIR

Section 10.1. Common Area. The COMMON AREA designated on the plat of the subdivision is not donated, dedicated nor granted to the public, but is being conveyed by the

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DECLARANT to the ASSOCIATION for use as common property for the benefit of the ASSOCIATION. Every owner, by reason of such ownership, shall have a right and private easement of enjoyment in and to the COMMON AREA which shall be appurtenant to and shall pass with every lot upon transfer. All such rights, private easements and privileges, however, shall be subject to the right of the ASSOCIATION to adopt and promulgate reasonable rules and regulations pertaining to the use of said areas which shall enhance the preservation of such areas, the safety and convenience of the users thereof, or which in the discretion of the ASSOCIATION, shall serve to promote the best interest of the owners and residents of the subdivision.

The COMMON AREA shall be owned and maintained by the ASSOCIATION and neither the recording of the plat nor any other act of DECLARANT shall be construed as a dedication of said COMMON AREA to the public. The foregoing notwithstanding, there shall exist a right of ingress and egress on, over, and across said COMMON AREA for emergency vehicles and maintenance of utilities. The rights of the LOT OWNERS in and to the COMMON AREA are subject to the rights of other parties, if any, as shown of the plat of the subdivision and in the records in the office of the Judge of Probate of Baldwin County, Alabama.

Section 10.2. Maintenance of Common Area. The ASSOCIATION shall provide for the maintenance and upkeep of the COMMON AREA, including any lighting or lighting fixtures or other common improvements situated within any public right of way within the PROPERTY, which provides for the common good. The ASSOCIATION shall trim, cut, prune, fertilize, water, weed and otherwise maintain trees, shrubs, and grass in the Common Area. The Association shall pay the costs of generating and maintaining any common utility services, including lighting, provided for the common good, which is located on the Common Area or on any drainage and utility easement shown on the plat.

ARTICLE XI

EASEMENTS

Section 11.1. Drainage Easements. Except with prior written permission from Declarant, or (when so designated by DECLARANT) from the ARCHITECTURAL COMMITTEE, drainage flow shall not be obstructed nor be diverted from drainage swales, storm sewers and/or utility easements as designated herein, or as may hereafter appear on any plat of record in which reference is made to this DECLARATION or any part thereof. DECLARANT may cut drainways for surface water wherever and whenever such action may appear to DECLARANT to be necessary in order to maintain reasonable standards of health, safety and appearance; provided, however, that DECLARANT's right to cut drainways on an owner's property shall terminate when the principal structure and approved landscaping on such property have been completed. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installment and to maintain reasonable standards of health and appearance. The provisions hereof shall not be construed to impose any obligation upon DECLARANT to cut such drainways.

Section 11.2. Grading. DECLARANT may at any time make such cuts and fills upon any lot or other part of the PROPERTY and do such grading and moving of earth as, in its judgment, may be necessary to improve or maintain the access areas or streets in or adjacent to the PROPERTY and to drain surface waters therefrom; and may assign such rights to the appropriate governmental authority; provided, however, that after plans for the principal structure upon a lot shall have been approved by the ARCHITECTURAL\COMMITTEE as provided herein, the rights of DECLARANT under

this Section 11.2 shall terminate with respect to all parts of such lot other than the easement area thereof, except that DECLARANT or any such municipal or public authority shall thereafter have the right to maintain existing streets and drainage structures.

ARTICLE XII

AMENDMENT

This DECLARATION shall be amended in the following manner:

Section 12.1. Notice. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting of the ASSOCIATION at which a proposed amendment is to be considered.

Section 12.2. Resolution. An amendment may be proposed by either a majority of the Board of Directors or by Members holding one-third (1/3) of the votes of the ASSOCIATION. A resolution adopting a proposed amendment must be adopted by an affirmative vote of not less than a majority of the Board of Directors and the consent of the Owners of the Lots to which sixty-seven percent (67%) of the votes in the ASSOCIATION are allocated and the approval of fifty-one percent (51%) of the holders of the first Mortgages on Lots. Provided, however, that until four (4) months after the DECLARANT has completed and sold seventy-five percent (75%) of the Lots of the PROPERTY or until five (5) years from the sale of the first Lot in the Subdivision or until the DECLARANT elects to terminate its control of the PROPERTY, whichever shall first occur, no amendment may be made unless DECLARANT shall join in the execution of such amendment nor shall any amendment make any change that would in any way affect the rights, privileges, or powers of the DECLARANT unless the DECLARANT shall join in the execution thereof.

Section 12.3. Recording. A copy of each amendment shall be certified by the President and Secretary of the ASSOCIATION as having been duly adopted and shall be effective when recorded in the office of the Judge of Probate of Baldwin County, Alabama.

Section 12.4. Agreement. In the alternative, an amendment may be made by an agreement signed and acknowledged by all record Owners, including all first Mortgagees of Lots in the PROPERTY in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the office of the Judge of Probate of Baldwin County, Alabama.

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

ARTICLE XIII

MISCELLANEOUS

Section 13.1. Unrestrictive Right of Transfer. The right of a Lot Owner to sell, transfer, or otherwise convey his Lot shall not be subject to any right of first refusal or a similar restriction.

Section 13.2. Restrictions on Mortgaging Lots. Notwithstanding anything construed in any of the documents to the contrary, there shall be no restrictions on a Lot Owner's right to Mortgage his Lot.

Section 13.3. Lender's Notices. Upon written request to the Owners Association,

identifying the name and address of the holder, insurer or guarantor and the Lot number or address, any Mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

A. Any condemnation or casualty loss that affects either a material portion of the project or the Lot securing its Mortgage.

B. Any 60-day delinquency in the payment of assessments or charges owed by the Owner of any Lot on which it holds the Mortgage.

C. A lapse, cancellation, or material modification of any insurance policy of fidelity bond maintained by the Owners Association.

D. Any proposed action that requires the consent of a specified percentage of Mortgage holders.

Section 13.4. Driveways. Each PURCHASER of a Lot from DECLARANT shall be responsible for building, at said PURCHASER's sole expense, a driveway, as approved by the ARCHITECTURAL COMMITTEE. Each driveway must be completed on or prior to the completion of the dwelling. All driveways must connect with the adjoining street and the parking area on the Lot. The location, design, and construction of all driveways must be approved in writing by the ARCHITECTURAL COMMITTEE prior to construction.

IN WITNESS WHEREOF, the undersigned being the DECLARANT herein, having caused this instrument to be duly executed on this the 2nd day of November, 1995.

DECLARANT:

DOMINION FARMS PARTNERS, a limited liability company

By: John H. Taylor, Jr.
ITS: President

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned Notary Public in and for said State and County, hereby certify that John H. Taylor, Jr., whose name as President of DOMINION FARMS PARTNERS, a limited liability company, is signed to the foregoing instrument and who is known to me, acknowledge before me on this day that, being informed of the contents of the instrument, he as such President and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal this the 2nd day of November

Deborah Day Spencer
NOTARY PUBLIC
My Commission Expires: 6-19-96

THIS INSTRUMENT PREPARED BY:
David P. Shepherd
Attorney at Law
914 Plantation Blvd.
Fairhope, Alabama 36532
(334) 928-4400

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Nov 17 12 22 PM '95
JAMES C. HARRIS
NOTARY PUBLIC
STATE OF ALABAMA
My Commission Expires: 11-17-95