

**STATE OF ALABAMA
COUNTY OF BALDWIN**

DECLARATION OF RESTRICTONS AND COVENANTS FOR VICTORIA SQUARE KNOW ALL MEN BY THESE PRESENT, that this declaration of Restrictions and Covenants is made, adopted, published and declared this 1st day of June, 2005, VICTORIA SQUARE SUBDIVSION OWNER(s) to replace covenants recorded the 30th day of June 1987.

WITNESSETH

WHEREAS, the undersigned Owners are the owner(s) of real property in the County of Baldwin, City of Daphne in the State of ALABAMA, described as follows

VICTORIA SQUARE, as per plat thereof
recorded in slide no.1138-B in the office of
the Judge of Probate, Baldwin County, Alabama

("Subdivision")

WHEREAS, the Owners are desirous of placing certain requirements, covenants, restrictions, conditions and reservations (collectively sometimes "RESTRICTIONS") upon the subdivision in accordance with a general scheme or plan in order (a) to protect the owners of each lot of the subdivision against improper use of surrounding lots as will depreciate the value of the property (b) to preserve, as far as practicable, the natural beauty of each lot, (c) to ensure the continuance of attractive, well designed, properly proportioned and appropriate homes (d) to ensure proper building setbacks from streets 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 Subdivision and lot thereon;

NOW, THEREFORE, the Owners do hereby impose the following protective restrictions

1. RESIDENTIAL USE ONLY: All lots in the subdivision shall be known and described as 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. OFFENSIVE ACTIVITIES, ETC.: No trade or business activity of any kind shall be carried on upon any lot. Internet related activities such as working from home will be allowed so long as such activity is of a private nature and is not identifiable as business activity by owners within the subdivision, or the general public. No noxious or offensive activity shall be conducted which would 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 Subdivision unless screened in a manner as not to be visible from adjacent lots or streets. Any plan for proposed construction/remodeling of a residence will include a plot plan which will show a landscape plan and preservation of trees (especially live oaks) and will be accommodated in all possible cases. These plans shall be submitted to the BOARD OF DIRECTORS prior to commencement of such construction/remodeling.

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3. **TRAILERS, TEMPORARY BUILDINGS or STRUCTURES:** No trailer, mobile home, basement, tent, shack, garage, barn, shed, or any other outbuilding erected on any lot shall at any time be used as a residence, temporarily or permanently; not shall any structures of a temporary character be used as a residence. House trailers, mobile homes, motor homes, campers, and/or trailers for equipment are not allowed. Boats mounted on a suitable trailer may be kept on a lot if kept within an enclosed area with restricted visibility from the street. Structures for storage of lawn and garden equipment are permitted given the structures are inconspicuous from the street. Such structures must be architecturally in keeping with the residential structure upon said lot.

4. **ANIMALS:** Dogs, cats and other domesticated animals, not exceeding 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 said property.

5. **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 and other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean, sanitary condition.

6. **LANDSCAPING:** Any air-conditioning compressors, garbage receptacles, or other unsightly structures shall either be enclosed or screened from view by planting a mass of shrubbery.

7. **SIGNS:** No sign of any kind shall be displayed to public view on any lot except one professionally lettered sign not more than four feet square in size, which may advertise the property for sale or rent; except 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.

8. **FENCING:** To be constructed at Property owners' expense and is to be in harmony with the structure and subdivision. Fence height is not to exceed 6' from ground level. All fencing is to be kept in good repair. Lots abutting commercially zoned land can erect a fence in the backyard not to exceed 8' from ground level as a buffer and for privacy from that land. No fencing shall extend past the front façade of any home nor enclose the front yard of any home.

9. **APPEARANCE OF LOT & STRUCTURE:** Each lot and/or all structures built thereon are to be kept in a clean, attractive and wholesome condition.

10. **ACCESSABILITY & PARKING:** All streets in the subdivision are to be accessible at all times to residents of the subdivision and invited guests. Parking is to be done in driveways, carports and garages. No parking is allowed in yard areas of subdivision lots. Parking on the street is permissible for gatherings sponsored by current resident homeowners of our subdivision. Any parking for these events should in no way impede accessibility to other residents of the subdivision. Property damages incurred from such events is the responsibility of the party or parties involved to resolve.

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11. **EASEMENTS:** All easements shown on the recorded plat of the subdivision are hereby adopted as part of these Restrictions and all lots in the Subdivision shall be subject to such easements. The undersigned Owner reserves unto itself and its successors and assigns the right and easement, but not the obligation, to construct, install, maintain, repair and replace power, gas, sewer, telephone, and other utility lines, equipment and facilities and drainage ditches, in, on, over and under streets, private drive, roads and easements shown on the recorded plat of the Subdivision, and to construct, install, operate, maintain, repair and replace lights, walls, fences, shrubbery, bushes and trees and other decorative or screening improvements in, on, over and under property included within the areas designated as fences, drainage and/or utility easements, if any, with all right of ingress and egress to and from said streets, private drive, road easements across adjoining property; and the undersigned reserves unto itself and its successors and assigns the right to contract generally with other for the doing of any and all such things and the right to grant unto other such easements, rights and privileges as the undersigned may deem appropriate or convenient in connection therewith.

12. **AMENDMENT OR MODIFICATION OF RESTRICTIONS:** Any or all of the Restrictions hereinbefore set forth may be annulled, amended, or modified at any time by an instrument executed by the owner or owners of not less than seventy-five (75%) of the lots in the Subdivision, 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, Baldwin County, Alabama, provided that no amendment shall place any burden or restriction or requirement on any lot in the Subdivision the owner of which lot does not join in said amending instrument.

13. **TERM:** The Restrictions herein shall run with the land and shall be binding on all owners or upon all shall be 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, 2011, after which time the Restrictions shall automatically be extended for successive periods of ten years unless an instrument signed by the owners of not less than fifty percent (50%) of the lots in the Subdivision has been recorded, agreeing to change said covenants in whole or in part.

14. **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.

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15. **ENFORCEMENT:** If any person or persons shall violate or attempt to violate any of the Restriction contained herein, it shall be lawful for any elected officer of the homeowners' association, or Board of Directors, or the homeowners' association designated representative, or any party owning any real property situated in the Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Restriction and either to prevent such person or persons from so doing or to recover damages for such violation. Neither the undersigned Owner nor its employees, agents or assigns or any of the persons comprising Owner as partners or their representatives, heirs, personal representatives, successors or assigns shall be liable to any lot owner or lot owners in the Subdivision for (i) the manner in which Owner exercises or fails to refuse to exercise any right or authority which said Owner may have or 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.

16. **SEVERABILITY:** Invalidity 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.

17. **DUES CHARGES and ASSESSMENTS:** Members of the association shall be obligated to pay dues, charges and assessments as imposed by the association. The minimum annual charges for the membership dues are to be \$100.00 (one hundred dollars).

18. **PROPERTY OWNERS ASSOCIATION:** Owner shall cause the formation of VICTORIA SQUARE HOMEOWNERS' ASSOCIATION, which will hold title to common areas of the Subdivision as shown on the recorded plat thereof. The Association shall, among other things, maintain said common areas and all improvements as contained in the subdivision, all as shown on the plat of the subdivision, and shall be responsible for maintaining and paying bills for grounds maintenance of common areas of said subdivision. All lot owners shall be members of the Association, and each 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. The general assessment levied by the Association annually shall be used exclusively for maintenance of the common areas and improvements contained in the subdivision easement. Each lot of said Subdivision shall be assessed its proportionate share of the budgeted costs or actual expenses in excess of the budget, whichever amount is greater. 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. (Board of Directors members are the President, Vice President and Secretary/Treasurer for the VICTORIA SQUARE HOMEOWNERS ASSOCIATION)

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19. The Board shall set the date such annual assessment shall become due, and any assessment not paid within thirty (30) days from said due, and any assessment not paid within thirty days from said date shall bear interest from the due date at a per annum percentage rate of ten percent (10%). 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 grantee shall be exclusively liable for assessments accruing after grantee becomes lot owner. The Association may bring an action at law against the 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 reasonable attorney fees. No owner may waive or otherwise escape liability for assessments provided for herein by the abandonment or transfer of such owner's lot or lots.

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IN WITNESS WHEREOF, VICTORIA SQUARE HOMEOWNERS' ASSOCIATION has caused this instrument to be executed in its name and on its behalf by its officers there unto duly authorized.

VICTORIA SQUARE HOMEOWNERS' ASSOCIATION

BY: Perry C. Wolfe
Perry C. Wolfe
President, Victoria Square Homeowners' Association

ATTEST: Valerie Simpson
Valerie Simpson
Vice President, Victoria Square Homeowners' Association

I, the undersigned Notary Public in and for said County in said State, hereby certify that Perry C. Wolfe, whose name as President of Victoria Square Homeowners' Association 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, she, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation on the day the same bears date.

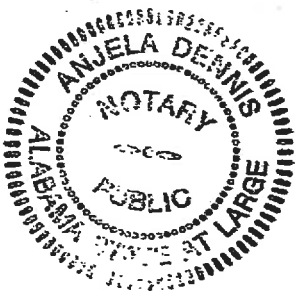
Given under my hand and seal this 11th day of April, 2006.

[Signature]
NOTARY PUBLIC, STATE OF ALABAMA County of Baldwin

I, the undersigned Notary Public in and for said County in said State, hereby certify that Elaine B. Mead, whose name as Secretary of Victoria Square Homeowners' Association Corp, 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, she, as an officer and with full authority, executed the same voluntarily for and as the act of said Corporation on the day the Sal bears date.

Given under my hand and seal this 11th day of April, 2006.

State of Alabama, Baldwin Co
I certify this instrument was
and taxes collected on:
2006 April -16 3:12PM
Instrument Number 969166 Page
Recording 16.00 Mortgage
Deed Min Tax
Index
Archive 5.00
Adrian T. Johns, Judge of Probate



4/18/09

[Signature]
NOTARY PUBLIC
STATE OF ALABAMA County of Baldwin