

STATE OF ALABAMA
COUNTY OF BALDWIN

BALDWIN COUNTY, ALABAMA
TIM RUSSELL, PROBATE JUDGE
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**ELEVENTH SUPPLEMENTAL
DECLARATION OF RIGHTS, COVENANTS, RESTRICTIONS,
AFFIRMATIVE OBLIGATIONS AND CONDITIONS APPLICABLE TO
TIMBERCREEK, PHASE ELEVEN, A SUBDIVISION**

This Eleventh Supplemental Declaration of Rights, Covenants, Restrictions, Affirmative Obligations and Conditions Applicable to TimberCreek, Phase Eleven, a Subdivision (the “Eleventh Supplemental Declaration”) made as of the 5th day of June, 2014 by INTERSTATE-BALDWIN INVESTMENTS, L.L.C., a Delaware limited liability company (the “Phase Eleven Developer”), applicable to TimberCreek, Phase Eleven.

RECITALS

TimberCreek Land Co., Inc. (“the Original Developer”) developed Phases One and Two, Part “A” and Part “B”, Three, Four, Five, Six, Seven, Eight, Nine, and Ten, Part “A” of TimberCreek. The Original Developer subjected all of said Phases to that certain Amended and Restated Declaration of Rights, Covenants, Restrictions, Affirmative Obligations and Conditions Applicable to TimberCreek, a Subdivision, recorded at Miscellaneous Book 73, Pages 655, et seq. (the “Restated Declaration”). Subsequently, the Original Developer conveyed to the Phase Eleven Developer that certain land shown on the Subdivision Plat (“the Phase Eleven Plat”) of TimberCreek, Phase Eleven, recorded at Slides 2509-A, 2509-B, and 2509-C (the “Phase Eleven Property”) and assigned to the Phase Eleven Developer all of the Original Developer’s rights under the Restated Declaration, including, without limitation, the right, to subject additional property to the Restated Declaration and thereby cause such additional property to become part of TimberCreek.

The Phase Eleven Developer has developed Lots 1 through 100 ("the Lots") of Phase Eleven as shown on the Phase Eleven Plat and now intends to subject the same to the Restated Declaration in order to provide for the preservation of the value of the Phase Eleven Property and the maintenance of the Common Properties in the Phase Eleven Property to provide that the Owners of the Lots in the Phase Eleven Property shall be Members of the Property Owners Association of TimberCreek, Inc. (the "Association") and to extend the operation and effect of the Restated Declaration to the Phase Eleven Property; and, to this end, the Phase Eleven Developer has consented to subject the Phase Eleven Property to the covenants, restrictions, easements and affirmative obligations, charges and liens hereinafter set forth in this Eleventh Supplemental Declaration, and further to subject the Phase Eleven Property to the Restated Declaration, each and all of which is and are hereby declared to be for the benefit of the Phase Eleven Property and every Owner of any and all parts thereof.

W I T N E S S E T H :

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, the Phase Eleven Developer hereby declares that the Phase Eleven Property is and shall be held, transferred, sold, conveyed, given, purchased, leased, occupied and used subject to these Covenants. These Covenants, the benefits of these Covenants and the affirmative and negative burdens of these Covenants shall touch and concern and run with the Phase Eleven Property.

ARTICLE I DEFINITIONS

Terms that are capitalized in this Declaration but not defined herein shall have the meaning ascribed to them in the Restated Declaration.

ARTICLE II AMENDMENT WITHOUT PHASE ELEVEN DEVELOPER CONTROL

Though the Phase Eleven Developer is submitting Phase Eleven to the Restated Declaration, no amendment to the Restated Declaration shall apply to Phase Eleven if made at a time when the Phase Eleven Developer still owns a Phase Eleven Lot and has not recorded in the Probate Court records its written consent to such amendment.

ARTICLE III GENERAL COVENANTS AND RESTRICTIONS

Section 3.01 **PURPOSES.** The primary purpose of these covenants and restrictions and the foremost consideration in the origin of same has been the creation of a subdivision that is aesthetically pleasing and functionally convenient. The establishment of objective standards relating to design, size and locations of dwellings and other structures makes it impossible to take full advantage of the individual characteristics of each parcel of property and of technological advances and environmental values. For this reason such standards are not established by these Covenants. In order to implement the purposes of these Covenants, the original Developer and/or the Association has established TimberCreek Design Guidelines.

Section 3.02 **LOTS LIMITED to RESIDENTIAL USE.** All Lots shall be used for single-family residential purposes exclusively. No structure, except as hereinafter provided, shall be erected, altered, placed, attached to or permitted to remain on any Lot other than those structures and improvements approved for use and occupancy by the Association in accordance with these covenants and the TimberCreek Design Guidelines published from time to time by the Association.

Section 3.03 **SITING.** All Dwelling Units, buildings, and other improvements must be located within the setback lines as shown on the Subdivision Plat and in accordance with the TimberCreek Design Guidelines. All improvements shall be located so that the maximum view and privacy will be available to each Dwelling Unit, and all improvements will be ideally located with regard to the topography of each Lot taking into consideration the location of trees or plants, and other aesthetic and environmental considerations. The Association shall have the right to control and to decide solely, subject to the provisions of the pertinent land use regulations of public authorities having jurisdiction, the precise site and location of any Dwelling Unit, building, structure or other improvement on any property in the Phase Eleven Property. The location shall be determined only after reasonable opportunity is afforded to the Property Owner to recommend a specific site; provided however, that in the event an agreed location is stipulated in writing in the contract of purchase from the Phase Eleven Developer, and such location complies with the applicable local city and county subdivision regulations, the Association shall approve such location for a residence or group of residences.

Section 3.04 **SIGNS.** No signs shall be erected or maintained on the Phase Eleven Property or on any Lot at any time by anyone, including without limitation, a Property Owner, realtor, contractor, or subcontractor, except the following approved signs: (1) one "For Sale" or "For Rent" sign; (2) one sign for a contractor displayed during construction for a maximum of twelve (12) months or until completion of construction, whichever shall first occur; (3) a sign which must be posted as a result of legal proceedings pursuant to a statute or court order; or (4) a sign which has been specifically approved in writing by the

Association. The Association shall have the right to restrict the size, color, content, location, number and method of display of each approved sign. All approved signs shall not exceed three (3) square feet in size and shall have a white background with black lettering. All "For Sale" or "For Rent" signs shall contain only the Lot number, real estate company (or individual agent if desired) and telephone number. All contractor signs shall contain only the Lot number, name of Owner, the general contractor, and telephone number. Signs must be placed parallel to the street and may not be displayed from the interior of any Dwelling Unit, building, or other improvement so as to be visible from the exterior.

Section 3.05 **MAILBOXES**. No mailboxes may be erected or maintained on the Phase Eleven Property except mailboxes approved by the Association. The actual cost of providing, erecting and maintaining a mailbox, including Association approved numbering or lettering, shall be paid by the Property Owner. The Association shall have the right to designate the location of all mailboxes.

Section 3.06 **UNSIGHTLY CONDITIONS**. It shall be the responsibility of each Property Owner and tenant thereof to prevent the accumulation of litter, trash, packing crates or rubbish or the development of any unclean, unsightly, or unkempt condition of buildings or grounds on their Lot either before, during or after construction. Each Owner must provide or require an on-site dumpster for trash and litter during construction. It shall also be the responsibility of each Property Owner and tenant thereof to prevent accumulations which shall tend to substantially decrease the beauty of the community as a whole or the specific area.

Section 3.07 **LIGHTS**. The design and location of all exterior lighting fixtures shall be subject to the approval of the Association. Neither these nor any other illumination devices located anywhere on the structures or grounds of any Dwelling Unit shall be located, directed, or of such intensity as to affect adversely the enjoyment of any adjacent Property Owner.

Section 3.08 **ANIMALS**. No animals, livestock, or poultry of any kind shall be raised, bred, kept or pastured on the Property, except that a reasonable number of common household pets such as dogs and cats may be kept in any one Dwelling Unit, provided said pets must be secured by a leash or lead, under the control of a responsible person and obedient to that person's command at any time they are permitted outside a Dwelling Unit. Any areas located on a Lot for the maintenance or confinement of pets are subject to prior approval by the Association.

Section 3.09 **SEWAGE AND GRINDER PUMPS**. Prior to the occupancy of a Dwelling Unit, proper and suitable provisions shall be made for the disposal of sewage by connection with the sewer mains. No sewage or other waste material shall be emptied or discharged except into the sanitary sewer system. Though each Owner has ultimate responsibility for providing for sanitary sewage for such Owner's Lot and Dwelling Unit, the Phase Eleven Developer discloses that all or some Lots, including without limitation, Lots 11 through 21 and 85 and 86, will require grinder pumps not supplied or provided by the Phase Eleven Developer.

Section 3.10 **WATER**. Shallow private water wells used for non-household purposes may be drilled or maintained on any Lot or any other portion of the Property only with the approval of the Association.

Section 3.11 **REPAIRS and HAZARDS**. Any building or other improvement on any Lot attached thereto that is destroyed partially or totally by fire, storm or any other means shall be repaired or demolished

within a reasonable period of time, and the land on which it was located restored to an orderly and attractive condition. Any damage which causes a dangerous or unsafe condition to persons or which is unsightly and which is not repaired within a reasonable time (in no event longer than sixty (60) days) following notice, may be repaired or removed at the direction of the Association, and the cost of such repairs or removal shall become a lien against the pertinent Lot and become the personal obligation of the Owner of such Lot. Any entry upon a Lot to effect such emergency repairs or removal shall not be deemed a trespass.

Section 3.12 **OFFENSIVE ACTIVITY**. No noxious or offensive activity shall be carried on upon any Lot or any other portion of the Property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the community. The Association shall have the express right, in its sole discretion, to publish rules from time to time to prohibit, regulate or otherwise deal with activities which violate this Section.

Section 3.13 **UTILITIES**. All electrical, cable and telecommunication lines located upon the Property, other than those existing on the date of this Declaration, shall be installed and maintained underground unless the Association specifically approves above ground installation of such lines.

Section 3.14 **ANTENNAS**. No television antenna, receiving "dish", radio receiver or sender or other similar device shall be attached to or installed on any Lot or structure within the Subdivision without the prior written consent of the Association, subject however, to Owner's rights to obtain a clear signal pursuant to rules of the Federal Communications Commission. Nor shall radio, television signals, nor any other form of electromagnetic radiation be permitted to originate from any building, Dwelling Unit, Lot or any other portion of the Property which may unreasonably interfere with the reception of television or radio signals upon any other part of the Property. However, the provisions of this Section shall not prohibit the Association from installing equipment necessary for a master antenna system, security system, cable television and mobile radio systems or other similar systems within the Phase Eleven Property.

Section 3.15 **TRESPASS**. Whenever the Association is permitted by this Declaration to correct, repair, clean, preserve, clear out or do any action on any of the Property or on the easement areas adjacent thereto, entering such Property and taking such action shall not be deemed a trespass.

Section 3.16 **PARCELS**. No Lot shall be subdivided, or its boundary lines changed, except with the prior written consent of the Association. However, the Phase Eleven Developer hereby expressly reserves to itself, its successors and assigns, the right to replat any Lot and to take such other steps as are reasonably necessary to make such replatted Lot suitable and fit as a building site including, but not limited to, the relocation of any Lot or easements, walkways, tunnels, rights-of-way, roadways, and recreational facilities. The provisions of this Section shall also not prohibit the combining of two (2) or more contiguous Lots into one (1) large Lot. Three (3) Lots may be divided into two (2) Lots with the prior approval of the Association.

Section 3.17 **INGRESS and EGRESS**. The Property Owner, in accepting title to Property conveyed subject to the covenants and restrictions of this Declaration, waives all rights of uncontrolled and unlimited egress and ingress to such Property (and waives such rights for any person claiming entry rights by virtue of any relationship or permission of such Property Owner and successors in title) and agrees that such ingress and egress to the Owner's Lot may be limited to roadways built or approved by the Phase Eleven Developer. The Phase Eleven Developer, its successors, assigns, agents, employees and licensees,

expressly reserve a right of ingress and egress upon and through any and all roads, roadways, bridges and any other designated access routes in the Phase Eleven Property to any portion or part of the Phase Eleven Property. Nothing in this Section shall be construed as placing an affirmative obligation on the Phase Eleven Developer to provide or construct any road, bridge, or other means of ingress and egress to or within the Phase Eleven Property.

Section 3.18 **FIREARMS**. No hunting by any means or discharge of firearms of any type shall be allowed on the Phase Eleven Property.

Section 3.19 **LANDSCAPING**. No weeds, underbrush or other unsightly growth which would unreasonably interfere with the enjoyment of adjacent Property Owners shall be permitted to grow or remain upon any part of a Lot and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain upon any part of a Lot, including vacant parcels, Common Area, or road right-of-way. All landscaping of any Lot shall be completed within ninety (90) days from the completion of construction of the improvements. These provisions shall not apply to the Phase Eleven Developer until the last Lot is sold to an owner other than the Phase Eleven Developer.

Section 3.20 **TEMPORARY STRUCTURES**. No structure of a temporary character, trailer, basement, tent or shack shall be used at any time as a residence either temporarily or permanently. No storage building of any type shall be permitted unless such building is designed as part of the main Dwelling Unit and approved by the Association. There shall be no occupancy of any Dwelling Unit until the interior and exterior of the Dwelling Units are completed and a certificate of occupancy, or other satisfactory evidence of completion, is received and approved by the Association.

Section 3.21 **FENCES and HEDGES**. All fences, hedges, and similar improvements must be constructed, installed, and maintained in accordance with the TimberCreek Design Guidelines. Chain link or any other wire fences shall not be used. A wooden, brick, stucco, wrought iron or similar approved fence or privacy screen may be used if constructed and placed in accordance with the TimberCreek Design Guidelines.

Section 3.22 **GARAGES**. All Dwelling Units on Lots 4, 5, 6, 12, 13, 81-84, 87-90, and 95 shall have a minimum of a one (1) vehicle garage, which may be constructed on the front of the Dwelling Units and which must meet the requirements of the TimberCreek Design Guidelines. All other Dwelling Units must have a minimum of a two (2) vehicle enclosed garage and must meet the requirements of the TimberCreek Design Guidelines. No carports or detached garages will be allowed without the prior written approval of the Association. Garage openings may not be constructed on the front of Dwelling Units unless specifically approved by the Association in those limited instances when it is unavoidable. In all cases electric automatic door openers/closers shall be installed and used. Any garages visible from the street must be kept closed when not in use.

Section 3.23 **RECREATIONAL VEHICLES and BOATS**. No boat, boat trailer, house trailer, horse trailer, trailer, camper, motor home, unmaintained cars, trucks, or any similar items shall be stored on or at any Lot for a period of time in excess of twenty-four (24) hours, unless housed in an enclosed garage or parked or stored in an area of the Phase Eleven Property specifically designated for such use by the Association.

Section 3.24 **REMEDIES FOR VEHICLE and RECREATIONAL EQUIPMENT VIOLATIONS.** Any such vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the rules and regulations now or hereafter adopted by the Association may be towed by the Association, at the sole expense of the Owner of such vehicle or recreational equipment, if it remains in violation for a period of twenty-four (24) hours. The Association shall not be liable to the Owner of such vehicle or recreational equipment for trespass, conversion or otherwise, nor guilty of any criminal act by reason of such towing, and neither its removal nor failure of the Owner to receive any notice of said violation shall be grounds for relief of any kind.

Section 3.25 **APPROVED BUILDERS LIST.** All improvements constructed on any Lot shall be made only by a builder or contractor approved by the Association. No Owner may act as a general contractor for the construction of a Dwelling Unit or other improvement on such Owner's Lot, except that an approved builder or contractor may build improvements on a Lot owned by such approved builder or contractor. A list of all approved builders and contractors, as amended from time to time, shall be maintained by the Association. If the Association elects to limit construction in Phase Eleven to approved builders, any licensed contractor to whom the Phase Eleven Developer sells any lot shall be deemed an approved builder for all purposes.

Section 3.26 **LEASING RESTRICTIONS.** No Dwelling Unit or other structure shall be leased by the Property Owner for a lease term of less than six (6) months, and only one primary family per Dwelling Unit shall be allowed. No boarders or persons with similar living arrangements shall be allowed.

Section 3.27 **PARKING.** Each Owner shall provide sufficient space, off Phase Eleven Property roadways, for the parking of approved vehicles for the Owner's and Owner's family's use and the use of the Owner's guests in accordance with reasonable standards established by the Association. Parking on the paved portion of any roadway not identified as parking areas within the Phase Eleven Property shall be prohibited at all times. Any vehicle violating this restriction may be removed by the Association or its designated agent, and the owner of the vehicle shall be responsible for all charges for towing and storing the vehicle.

Section 3.28 **SWING SETS and PLAYGROUND EQUIPMENT.** The location, type of construction, size, height and appearance of swing sets and playground equipment must be approved in advance by the Association.

ARTICLE IV EASEMENTS

Section 4.01 **DEVELOPER EASEMENTS.** The Phase Eleven Developer reserves unto itself, its successors, assigns, contractors, licensees, and agents a perpetual, alienable and releasable easement and right on, over and under the ground of the Phase Eleven Property (including each Lot) to erect, maintain and use electric, cable television and telephone poles, wires, cables, conduits, drainage ways, sewers, wells, pumping stations, tanks, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, drainage, or other public conveniences or utilities on, in or over those portions of the Phase Eleven Property as may be reasonably required for any purposes and to grant access easements or relocate any existing access easements in, on, or over any portion of the Phase Eleven

Property as the Phase Eleven Developer shall deem necessary or desirable for its purposes; provided, however, that no such easement shall be applicable to any portion of the Phase Eleven Property as may (a) have been used prior to the installation of such utilities for construction of a building or structure whose plans were approved pursuant to this Declaration by the Association, or (b) such portion of the Phase Eleven Property as may be designated as the site for a building or structure on a site plan or for erection of a building or structure which has been filed with the Association and which has been approved in writing by the Association. 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 installation and to maintain reasonable standards of health, safety and appearance.

Section 4.02 **UTILITY and GOVERNMENTAL SERVICES and PRIVATE EASEMENTS.**

All Lots within the Phase Eleven Property shall be subject to utility, governmental services and private drainage easements as shown on the face of the recorded Plat and all rights of ingress, egress and access for persons and equipment associated therewith. In addition to the foregoing, the Phase Eleven Developer and the Association shall have a perpetual, alienable and releasable easement and right on, over and under the ground located ten (10) feet along both sides of all roads and rights-of-way and ten (10) feet along the side and rear lines of each Lot.

**ARTICLE V
ARCHITECTURAL AND DESIGN REVIEW**

Section 5.01 **PURPOSE.** In order to preserve the natural beauty of the Phase Eleven Property and its setting, to maintain the Phase Eleven Property in a pleasant and desirable environment, to establish and preserve a harmonious design for the community, to provide for the community's organized development, and to protect and promote the value of property, no building, fence, paving materials of any kind, screen enclosures, sewer drains, disposal systems, landscaping, or any other structure or improvement of any nature or any future addition or improvement shall be erected, placed, attached to or altered unless and until the proposed plans, design, specifications, exterior color or finish, plot plan (showing the proposed location of such building structure, drives and parking areas), building height, landscape plan, size and construction schedule shall have been approved in writing by the Association prior to commencement of construction and a permit shall have been issued authorizing the structure or improvement in accordance with the TimberCreek Design Guidelines, as amended or modified from time to time.

Section 5.02 **OBJECTIVES.** Architectural and design review shall be directed toward attaining the following:

(a) Preventing excessive or unsightly grading, indiscriminate earth moving, clearing of Phase Eleven Property, or removal of trees and vegetation which could cause disruption of natural water courses or scar natural landforms;

(b) Ensuring that the location and configuration of structures are visually harmonious with the terrain and vegetation of the Lots, with surrounding Lots and structures, do not unnecessarily block scenic views from existing structures or tend to dominate any general development or natural landscape;

(c) Ensuring that the architectural design of structures and their materials and colors are visually harmonious with the Phase Eleven Property's overall appearance, with the surrounding development, with natural landforms and native vegetation, and with development plans officially approved by the Association, or any governmental or public authority, if any, for the areas in which the structures are proposed to be located;

(d) Ensuring the plans for landscaping provide visually pleasing settings for structures on the same Lot and on adjoining or nearby Lots and blend harmoniously with the natural landscape;

(e) Ensuring that any development, structure, building or landscaping complies with the provisions of these Covenants; and

(f) Promoting building design and construction techniques that respond to energy consumption and environment quality considerations such as heat loss, air emissions, and run-off water quality.

Section 5.03 SUBMISSION, APPROVAL and REFUSAL of ARCHITECTURE, SITING, LANDSCAPING and OTHER BUILDING PLANS. Two copies of all plans and related data shall be submitted to the Association prior to any improvements or modifications of any kind being made to any Lot. The Association shall establish a fee sufficient to cover the expense of reviewing plans and related data at the time they are submitted for review and to compensate any consulting architects, landscape architects, urban designers, or attorney's retainer. The fee initially established by these General Covenants shall be Two Hundred and No/100 Dollars (\$200.00) for each submission. The Association shall have the right to increase this amount not more than once in any subsequent twelve (12) month period. Approvals shall be dated and shall not be effective for construction commenced more than nine (9) months after such approval. Disapproved plans and related data shall be accompanied by a reasonable statement of items found unacceptable. In the event approval of such plans is neither granted nor denied within sixty (60) days following receipt by the Association of the written request for approval, the provisions of this Section shall be thereby waived. Refusal or approval of plans, site location, building height, or specifications may be based by the Association upon any ground which is consistent with the objectives of these Covenants, including purely aesthetic considerations, so long as such ground is not arbitrary or capricious.

Section 5.04 ARCHITECTURAL and DESIGN GUIDELINES. The TimberCreek Design Guidelines, as amended, from time to time, set forth minimum criteria and controls for construction of improvements on the Phase Eleven Property. In order to further carry out the objectives set forth in this Section, the TimberCreek Design Guidelines will provide for Lot line setbacks, Lot coverage and clearing limitations, landscaping, construction schedules, types of materials approved for incorporation in the exterior construction of structures and other requirements relating to the development of the Subdivision. All improvements or modifications to the Phase Eleven Property shall meet and comply with the TimberCreek Design Guidelines, as amended or modified from time to time. All plans submitted to the Association must incorporate the provisions of these Guidelines prior to the Association becoming obligated to review the plans, and the failure by the Association to review non-conforming plans shall not be deemed a waiver of any of the provisions of this Section.

Section 5.05 APPROVAL NOT a GUARANTEE or REPRESENTATION of PROPER DESIGN or GOOD WORKMANSHIP. No approval of plans, location or specifications, and no publication of TimberCreek Design Guidelines shall ever be construed as representing or implying that such

plans, specifications or standards will, if followed, result in a properly designed residence or that it will comply with applicable federal, state or local governmental regulations. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence or improvement thereto will be built in a good and workmanlike manner. The Association, its agents and assigns, shall not be responsible or liable for any defects in any plans or specifications submitted, revised or approved under these Covenants nor for any defects in construction pursuant to such plans and specifications. The Property Owner shall have sole responsibility for compliance with approved plans and does hereby hold the Association, their agents or assigns, harmless for any failure thereof caused by the Property Owner's architect or builder. The Association shall have the right to prohibit the Property Owner's builder and/or general contractor from the site in the event it is determined that failure to comply with approved plans is determined by the Association, in its sole discretion, to be intentional or due to gross negligence.

ARTICLE VI DWELLING UNITS

Section 6.01 **BUILDING HEIGHT**. No Dwelling Unit shall be constructed on a Lot which has a height exceeding two and one-half habitable stories (excluding basements) or thirty-five (35) feet above the first living floor. The height of any structure, including all Dwelling Units, within the Property shall be subject to the prior review and approval in writing by the Association and shall be subject to all applicable guidelines of the TimberCreek Design Guidelines and approvals of the Association.

Section 6.02 **BUILDING SIZE**. All Dwelling Units shall be one, one and one-half, two, or two and one-half story buildings and shall have the following minimum amounts of Enclosed Livable Area:

- (a) Lot 1,2, 3, 7-11, 14 -80, 85, 86, 91 -94, and 96 - 100:

One (1) story Dwelling Units shall have a minimum of two thousand (2,000) square feet of Enclosed Livable Area.

One and one-half (1 ½) story Dwelling Units shall have a minimum of two thousand two hundred (2,200) square feet of Enclosed Livable Area, of which a minimum of one thousand four hundred (1,400) square feet of Enclosed Liveable Area shall be on the lower living floor and a minimum of six hundred (600) square feet of Enclosed Liveable Area shall be on the upper living floor.

Two (2) story Dwelling Units shall have a minimum of two thousand four hundred (2,400) square feet of Enclosed Livable Area, of which a minimum of one thousand six hundred (1,600) of Enclosed Liveable Area shall be on the lower living floor and a minimum of eight hundred (800) square feet of Enclosed Liveable Area shall be on the upper living floor.

Two and one-half (2 ½) story Dwelling Units shall have a minimum of three thousand (3,000) square feet of Enclosed Livable Area, of which a minimum of one thousand eight hundred (1,800) square feet of Enclosed Liveable Area shall be on the lower living floor and a minimum of twelve hundred (1,200) square feet of Enclosed Liveable Area shall be on the upper living floors.

The Architectural Review Board has the authority to grant a bonus room in a 1 ½ or 2 story dwelling so long as the bonus room consists of no more than a single room. If the upstairs has a multiple room use such as two bedrooms or a bedroom/office combination, or playroom/bedroom combination, it will be required to meet the square footage requirements of a 1 ½ or 2 story dwelling. The bonus room may not be used to meet the livable square footage requirement for a one story dwelling.

(b) Lots 4-6, 12, 13, 81 - 84, 87 - 90, and 95:

One (1) story Dwelling Units shall have a minimum of one thousand six hundred (1,600) square feet of Enclosed Livable Area. A bonus room shall not be counted in the Enclosed Liveable Area of the dwelling unit.

One and one-half (1½) story Dwelling Units shall have a minimum of two thousand (2,000) square feet of Enclosed Livable Area., which a minimum of one thousand two hundred (1,200) square feet of Enclosed Livable Area shall be on the lower living floor and a minimum of six hundred (600) square feet of Enclosed Livable Area shall be on the upper living floor.

Two (2) story Dwelling Units shall have a minimum of two thousand two hundred (2,200) square feet of Enclosed Livable Area, of which a minimum of one thousand two hundred (1,200) square feet of Enclosed Livable Area shall be on the lower living floor and a minimum of eight hundred (800) square feet of Enclosed Livable Area shall be on the upper living floor.

(c) All Dwelling Units shall comply with all applicable guidelines and approvals of the TimberCreek Design Guidelines and be designed and constructed in an architecturally aesthetic manner in order to carry out the objectives set forth in Section 5.02 of the restated Declaration.

Section 6.03 **SETBACK and SIDE LINE REQUIREMENTS.** All buildings built on any Lot shall comply with the setback and side lines restrictions as required upon such Lot as set forth in the applicable TimberCreek Design Guidelines and the recorded Plat. Such setback restrictions shall be a covenant running with the land. Setback restrictions may be changed by the Association or the Architectural Review Board on some Lots in order to allow for special circumstances affecting siting or building requirements so long as such changes do not violate the provisions of the applicable land use regulations of the public authorities having jurisdiction over the Phase Eleven Property.

Section 6.04 **COMPLETION of CONSTRUCTION.** Dwelling Units may not be temporarily or permanently occupied until the exteriors thereof have been completed. During construction, the Property Owner shall require the contractor to maintain the Lot in a clean and uncluttered condition. Upon completion of construction, the Property Owner shall cause the contractor to immediately remove all equipment, tools, construction material and other debris from the Lot. Any damage to roadways, paths, Common Properties or any other property owned by any person or entity caused by the Property Owner's contractor or other parties providing labor or services to the Property Owner shall be repaired by the Property Owner, or by the Association at the Property Owner's expense.

Section 6.05 **SERVICE YARDS.** Each Property Owner shall provide a visually screened area to serve as a service yard and an area in which garbage receptacles, electric meters, air conditioning equipment, and other unsightly objects must be placed or stored in order to conceal them from view from the road and

adjacent properties. No window air conditioning units may be installed or used on any Lot. No clothes lines are allowed on any Lot.

Section 6.06 **GOVERNMENTAL APPROVAL**. All construction and alternations shall also be subject to applicable permit requirements and to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees, including without limitation, approvals required by the City of Daphne and the Alabama Department of Environmental Management as a condition of obtaining a building permit.

ARTICLE VII ADDITIONAL RESTRICTIONS TO IMPLEMENT EFFECTIVE ENVIRONMENTAL CONTROLS

In order to protect the natural beauty of the vegetation, topography, and other natural features of all properties within the Subdivision and in furtherance of the safe and aesthetic enjoyment of the Subdivision, the following environmental controls and restrictions are hereby established.

Section 7.01 **TOPOGRAPHY and VEGETATION**. In order to protect the natural beauty of the vegetation and topography of the woodlands and other areas within the Phase Eleven Property, written approval of the Association is hereby required for the removal, reduction, cutting down, excavation, filling or alteration of topographic and vegetation characteristics. Written approval will be granted for the amount of earth movement required in plans and specifications approved pursuant to the provisions of Section 5.03.

Section 7.02 **TREE or UNDERBRUSH REMOVAL**. Prior to approval of a Property Owner's final draw-up or plans by the Association, no trees or underbrush may be removed without the written consent of the Association. Trees larger than three (3) inches in diameter at four (4) feet above the ground shall not be removed from any Lot without the prior approval of the Association.

Section 7.03 **ENVIRONMENTAL PERMITS and REGULATIONS**. The Phase Eleven Property is subject to one or more federal and state regulatory laws, regulations and permits, including the Federal Water Pollution Control Act, the Alabama Water Pollution Control Act, and the National Pollutant Discharge Elimination System General Permit (NPDES). By acceptance of a deed to any Lot, each Owner, and such Owner's contractor(s) and agent(s), agree to comply with all federal or state environmental regulations and permits applicable to the Phase Eleven Property, including, without limitation, implementing and maintaining Best Management Practices (BMP) as required by NPDES permits and Alabama regulations. Each Owner further agrees, upon notice by the Phase Eleven Developer or ADEM or otherwise, to make application and maintain any appropriate permit from the Alabama Department of Environmental Management (ADEM) and/or the U.S. Environmental Protection Agency (EPA) required for the discharge of water runoff or the discharge of pollutants into the waters of the State of Alabama as required by all applicable federal or state environmental laws and regulations. The Association and all Owners of Lots discharge and hold harmless the Phase Eleven Developer, its successors and assigns, from any and all claims by the Association and Owners arising from any cause of action, tort or otherwise, regarding compliance by the Phase Eleven Developer with any federal or state environmental law, regulation or permit.

Section 7.04 **WETLANDS**. Portions of the Phase Eleven Property may have been delineated as wetland areas or are located adjacent or contiguous to areas of wetlands. These delineations were made by private consultants and approved by the Corps of Engineers, but the approval (Corps' concurrence) expires

on or before February 7, 2017. Therefore, each Owner is responsible for obtaining renewals of that approval. Any activity, including building or construction, which drains, fills, dewateres, causes discharges or degradation, or otherwise adversely impacts or is environmentally harmful to the wetland areas lying within or adjacent to the Phase Eleven Property is prohibited. All Property Owners and their guests, licensees, agents or invitees shall comply with all laws, regulations and ordinances promulgated by all governmental or quasi-governmental authorities having jurisdiction over the Phase Eleven Property which protect or affect wetlands. Additionally, this Section 7.04 is notice that Owners are prohibited from clearing any property outside the boundaries of their Lots, especially important on those Lots that border wetlands or wetland buffer areas.

ARTICLE VIII PROVISIONS RELATING TO COMMON PROPERTY

Section 8.01 **COMMON PROPERTY.** The Phase Eleven Developer intends to convey by statutory warranty deed to the Association as Common Property the following:

(a) Any Common Property or Common Area as shown on the Plat as such, subject to any and all applicable restrictions, reservations, encumbrances and limitations of record and to all additional restrictions and covenants set forth in the deed of conveyance and specifically SUBJECT TO DECLARATION OF RESTRICTIVE COVENANTS RECORDED AT INSTRUMENT #1460411, IN THE RECORDS OF THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA, ENFORCEABLE BY THE UNITED STATES ARMY CORPS OF ENGINEERS.

(b) Any other property located within or without the Phase Eleven Property that the Phase Eleven Developer elects in its sole discretion to become Common Property.

Section 8.02 **EROSION CONTROL.** The Association shall have the right, but not the obligation, to protect from erosion any property in the Phase Eleven Property including the Common Property by planting trees, plants, and shrubs where and to the extent necessary or by such mechanical means as construction and maintenance of siltation basins, or other means deemed expedient or necessary by the Association. The right is likewise reserved to the Association to take steps necessary to provide and ensure adequate drainage ways, to remove diseased, dead or dangerous trees or underbrush, and to carry out other similar activities.

Section 8.03 **RESERVATION of EASEMENTS.** The Phase Eleven Developer reserves unto itself, its successors, licensees, contractors, agents, and assigns, a perpetual alienable and releasable easement, to go on, over, and under the Common Properties to erect, maintain, and use electric, community antenna television, telephone poles, wires, cables, conduit, drainage ways, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone and television equipment, gas, sewer, water, drainage, or other public conveniences or utilities in the Common Properties. These reservations and rights expressly include the right to cut trees, bushes or shrubbery as is reasonably necessary to provide economical and safe utility installation.

Section 8.04 **PUBLIC RIGHTS LIMITED.** The granting of the easement in Common Properties in this part in no way grants to the public or to the owners of any land outside of the Phase Eleven Property the right to enter such Common Properties or use the roadways or designated access routes located on the

Common Properties without the express permission of the Phase Eleven Developer, or the Association after the Common Properties are conveyed to the Association by the Phase Eleven Developer.

Section 8.05 **RESERVATIONS**. The Phase Eleven Developer expressly reserves to itself, its successors, assigns, licensees and agents every reasonable use and enjoyment of said Common Properties, in a manner not inconsistent with the provisions of this Declaration, including but not limited to the use of the roadways and designated access routes located in the Common Properties.

Section 8.06 **DEVELOPER ACTIONS**. Where the Phase Eleven Developer of the Association is permitted by this Declaration to correct, repair, clean, preserve, clear out or do any action on any property, entering the property and taking such action shall not be deemed a trespass or breach of these Covenants.

Section 8.07 **NO OBLIGATION on DEVELOPER**. It is expressly understood and agreed that the granting of the easements set out in this Article in no way places a burden of affirmative action on the Phase Eleven Developer.

Section 8.08 **WILDERNESS AREAS**. Those areas designated on the Subdivision Plat as Wilderness Areas shall be conveyed to the Association as Common Properties.

ARTICLE IX MEMBERSHIP IN THE ASSOCIATION

Section 9.01 **MEMBERSHIP**. Every Owner shall automatically, and by virtue of such status as an Owner, be a Member of the Association. Membership shall be automatic and shall be appurtenant to and may not be separated from ownership of any Lot. Transfer of record of the ownership of any Lot shall automatically transfer membership in the Association.

Section 9.02 **VOTING RIGHTS and GOVERNANCE of the ASSOCIATION**. Each Member shall be entitled to cast one (1) vote for each Improved or unimproved Lot owned in all matters in which membership voting is authorized in the Restated Declaration, the Articles of Incorporation, the By-Laws or any other rules and regulations binding upon the Association. Association governance is otherwise provided for in the Restated Declaration.

ARTICLE X MEMBERS' RIGHTS IN THE COMMON PROPERTIES

Section 10.01 **MEMBERS' EASEMENTS of ENJOYMENT in COMMON PROPERTIES**. Subject to the provisions of this Declaration, the rules and regulations of the Association, and any fees or charges established by the Association, every Member and every guest or lessee of such Member shall have an easement of enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title to every Lot. A Member's or lessee's spouse and children who reside with such Member or lessee on the Phase Eleven Property shall have the same easement of enjoyment hereunder as a Member. The easement of enjoyment herein shall pass from a Member to a lessee during the lease term; provided, however, the Association may adopt additional restrictions to its rules and regulations limiting the easement of enjoyment of guests and lessees, including but not limited to the specification of minimum lease

terms, the number of guests allowed, or the prohibition or use by lessees or guests of specific Association properties.

Section 10.02 **TITLE to COMMON PROPERTIES.** The Phase Eleven Developer has or will convey the Common properties by statutory warranty deed to the Association, subject to all restrictions and limitations of record and to all additional restrictions and covenants set forth in the deed of conveyance. The Association shall be required to accept such conveyance of the Common Properties and shall, after such conveyance, immediately become responsible for all maintenance, operation and such additional construction of improvements as may be authorized by the Association's Board of Directors, subject to this Declaration. The Common Properties shall also be conveyed subject to all easements and restrictive covenants of record at the time of conveyance and the rights that others may have, as referred to in Section 10.01, to use certain Common Properties.

Section 10.03 **EXTENT of MEMBERS' EASEMENTS.** The easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Association, in accordance with its By-Laws, to place mortgages or other encumbrances on the Common Properties as security for borrowings by the Association;

(b) the right of the Association, in accordance with its By-Laws, to take such steps as are reasonably necessary to protect Common Properties against foreclosure;

(c) the right of the Association, in accordance with its By-Laws, to suspend the voting rights and easements of enjoyment of any Member, lessee or guest of any Member for any period during which the payment of any assessment against the property owned by such Member is delinquent, and for any infraction of its published rules and regulations, it being understood that any suspension for either non-payment of any assessment or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Member's obligation to pay such assessment, and provided that the Association shall not suspend the right to use any roadways belonging to the Association, if any, although such use shall be subject to the rules and regulations established by the Association for such use;

(d) the right of the Association, in accordance with its By-Laws, to charge reasonable user, admission or other fees for the use of the Common Properties and any facilities included therein, it being understood that this right of the Association allows it to have fees and charges apply to any Member, guest or lessee;

(e) the right of the Association, in accordance with its By-Laws and subject to the General Covenants, to place any reasonable restrictions upon the use of the Common Properties shown on the Plat as being within the Phase Eleven Property, subject to an Owner's or lessee's right of ingress and egress, including, but not limited to, the types and sizes of the vehicles permitted to use the pathways and access routes, the maximum and minimum speeds of vehicles using said routes, and all necessary traffic and parking regulations. The fact that such restrictions on the use of the access routes shall be more restrictive than the laws of a state or local government shall not make such restrictions unreasonable;

(f) the right of the Association, in accordance with its By-Laws, to adopt and publish rules and regulations governing the use of the Common properties, and the conduct of Members, their lessees or guests, and to establish penalties for the infraction of such rules and regulations;

(g) the right of the Phase Eleven Developer, or the Association in accordance with its By-Laws, to dedicate or transfer to any public or private utility company, utility or drainage easements on, over or under any part of the Common Properties;

(h) the right of the Association, in accordance with its By-Laws, to give or sell all or any part of the Common Properties including a leasehold interest, to any public agency public authority, public service district, utility company or private concern for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such gift or sale or determination as to the purposes or as to the conditions thereof shall be effective unless such gift, sale or determination as to purposes and conditions shall be authorized by the affirmative vote of at least two-thirds (2/3) of the total number of votes which may be voted by all the Members regardless of class, present or represented by proxy at a meeting called for such purposes, a quorum being present. Notwithstanding the foregoing, such a vote to give or sell as contemplated by this paragraph shall not be effective without the written consent of the Class B Member, so long as there is a Class B Member with voting rights, as set forth here. A true copy of such resolution together with a certificate of the results of the vote taken thereon shall be made and acknowledged by the President or Vice-President and Secretary or Assistant Secretary of the Association, and such certificate shall be annexed to any instrument or dedication or transfer affecting the Common Properties prior to the recording thereof. Such certificates shall be conclusive evidence of authorization by the Members.

(i) restrictions and limitations affecting all Property of the Subdivision as set forth in the General Covenants; and

(j) the rights that others may have, as referred to in Section 10.01, to use certain Common Properties.

Section 10.04 **EASEMENTS of JOINT OWNERS.** In those instances where a Lot or Dwelling Unit is owned by two (2) or more entities or persons (who do not have the relationship of spouse, parent or minor child, one to the other), or by a trust, corporation, partnership or any other form of legal entity, such owners, trust, corporation or partnership or other entity shall annually appoint by written designation one (1) person as the "Primary Member". Such Primary Member shall have the same easement of enjoyment of Common Properties as Members who own or occupy such property singularly. The remaining Members, fiduciaries, beneficiaries, officers or partners [in a number not to exceed six (6)] shall be entitled an easement of enjoyment subject to the limitations set forth in this Declaration in the Common Properties, by each paying to the Association annually an amount equal to ten percent (10%) of the annual assessment charged against the Property owned by such persons, trusts, partnership, corporation or entity. This provision shall not apply to primary family members (husband, wife, son, stepson, daughter stepdaughter), subject to a maximum of two (2) primary families per Dwelling Unit or Lot.

ARTICLE XI COVENANTS FOR ASSESSMENTS

Section 11.01 **CREATION of the LIEN and PERSONAL OBLIGATIONS for ASSESSMENTS.** Each Owner whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all the terms and provisions of this Declaration and

the Restated Declaration and to pay to the Association annual assessments or charges and special assessments or charges, all as provided for in the Restated Declaration, and the Association shall have a lien as provided in the Restated Declaration. Each Phase Eleven Lot will become subject to such assessments and when the Phase Eleven Developer first conveys such Lot to an Owner other than the Phase Eleven Developer. Unimproved Lots owned by the Phase Eleven Developer shall not be subject to assessments.

ARTICLE XII AMENDMENT OF DECLARATION

Section 12.01 **AMENDMENT by DEVELOPER.** The Phase Eleven Developer reserves the right unilaterally to amend this Declaration, and to do so at such time, and upon such conditions, in such form and for such purposes as it, in its sole discretion, shall deem appropriate by preparing and recording an amendment hereto; provided, however, that this right of unilateral amendment shall expire after all Lots included herein have been sold to Owners other than the Phase Eleven Developer, or fifteen (15) years from the date of the recording of this Declaration, whichever shall first occur, after which time this Declaration may be amended only in the manner set forth in the Restated Declaration.

ARTICLE XIII GENERAL PROVISIONS

Section 13.01 **DURATION.** All covenants, restrictions, and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them specifically including, but not limited to, the successors and assigns, if any, of the Phase Eleven Developer for a period of thirty (30) years from the execution date of the Declaration, after which time all said covenants shall be automatically extended for successive periods of ten (10) years each, unless changed in whole or in part by an instrument approved by the affirmative vote by all of the members, regardless of class, present or represented by proxy at a meeting called for such purposes.

Section 13.02 **ENFORCEMENT.** This Declaration shall be enforceable by the Association, the Phase Eleven Developer, the Architectural Review board, or any Member of the Association by a proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any covenant or restriction, either to restrain violation or to recover damages, and to enforce any lien created by this Declaration. Failure by the Association or any Member or the Phase Eleven Developer to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right of any of the foregoing to enforce same thereafter.

Section 13.03 **INTERPRETATION.** The Board of Directors of the Association shall have the right to determine all questions arising in connection with this Declaration and to construe and interpret its provisions, and the determination of the Board shall be final and binding.

Section 13.04 **SEVERABILITY.** Should any covenant or restriction herein contained, or any article, section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the

other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 13.05 **AUTHORIZED ACTION**. All actions which the Association is allowed to take under this instrument shall be authorized actions of the Association in the manner provided for in the Articles and By-laws of the Association, unless the terms of this instrument provide otherwise.

Section 13.06 **NOTICE**. Any notice required to be sent to any member under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed, to the address of such Member appearing on the Association's Membership list not less than thirty (30) days prior to the date of the meeting at which any proposed action is to be considered. Notice to one or more co-Owners or co-tenants of a Lot shall be considered notice to all co-Owners. It shall be the obligation of every member to immediately notify the Secretary of the Association in writing of any change of address. Any person who becomes a Member following the first day of the calendar month in which said notice is mailed shall be deemed to have been given notice if notice was given to the member's predecessor in title.

Section 13.07 **LIMITED LIABILITY**. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Association contemplated under this Declaration, the Association shall not be liable to an owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way relating to the subject matter of any such review, acceptance, inspection, permission, consent, or required approval, whether given, granted, or withheld.

Section 13.08 **OTHER PROPERTY NOT SUBJECT to DECLARATION**. This Declaration shall not apply to or affect any other property owned by the Phase Eleven Developer or located adjacent to or contiguous to the Property which is not specifically subjected to this Declaration by the Phase Eleven Developer by written instrument recorded in the Public Records.

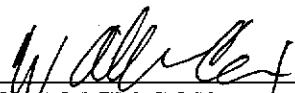
Section 13.09 **ADDITIONAL RESTRICTIONS**. The Phase Eleven Developer hereby reserves the right to add additional restrictive covenants in the future which may apply to any portion of the Property which has not been conveyed by the Phase Eleven Developer to any grantee.

Section 13.10 **SUCCESSORS to DEVELOPER**. The Phase Eleven Developer reserves the right to assign to the Association or to any other entity any of its rights or functions reserved in these Covenants.

Section 13.11 **CAPTIONS**. The captions in this Declaration are for convenience only and are not a part of this Declaration and do not in any way limit or amplify the terms and provisions of this Declaration.

IN WITNESS WHEREOF, the parties hereto have executed these presents on the dates of their acknowledgments hereto to be effective as of the day and year first set forth above.

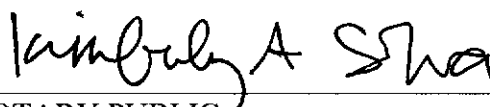
INTERSTATE-BALDWIN INVESTMENTS, LLC
A Delaware limited liability company

By: 
W. ALLEN COX, as Manager

STATE of ALABAMA
COUNTY of BALDWIN

I, the undersigned notary public in and for said state and county, hereby certify that W. ALLEN COX, whose name as Manager of INTERSTATE-BALDWIN INVESTMENTS, LLC., a Delaware 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 the instrument, he, as such Manager and with full authority, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal this 5th day of June, 2014.


NOTARY PUBLIC
My Commission Expires: 7/29/2014

THIS INSTRUMENT PREPARED BY:

Richard E. Davis, Esquire
DAVIS & FIELDS, P.C.
Post Office Box 2925
Daphne, Alabama 36526
(251) 621-1555

