

STATE OF ALABAMA :

COUNTY OF BALDWIN :

**SUPPLEMENTAL DECLARATION OF
PROTECTIVE COVENANTS - DECLARATION OF RIGHTS,
COVENANTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS
AND CONDITIONS APPLICABLE
TO
THE WOODLANDS AT FAIRHOPE, A SUBDIVISION**

This Supplemental Declaration of Protective Covenants - Declaration of Rights, Covenants, Restrictions, Affirmative Obligations and Conditions Applicable to The Woodlands at Fairhope, a Subdivision (this "Supplemental Declaration") is made this 18th day of May, 2001, by Rock Creek Partners, L.L.C. (the "Declarant"), and for the successors, grantees and assigns of the Declarant.

RECITALS:

1. The Woodlands at Fairhope, Inc., an Alabama Corporation did subdivide certain real property located in Baldwin County, Alabama, under the name The Woodlands at Fairhope, Unit One, as per plat thereof recorded on Slide 1395A (the "Unit One Plat") and subjected the property described on the Unit One Plat to that certain Protective Covenants - Declaration of Rights, Covenants, Restrictions, Affirmative Obligations and Conditions Applicable to The Woodlands at Fairhope, a Subdivision, dated October 8, 1993, and recorded October 12, 1993, as Miscellaneous Book 75, Pages 1240 through 1270 (the "Declaration"). The terms used in this Supplemental Declaration shall have the same meaning as those contained in the Declaration, unless the context otherwise requires.
2. The Woodlands at Fairhope, Inc., did assign, transfer and convey to the Declarant all rights of The Woodlands at Fairhope, Inc. associated with The Woodlands at Fairhope, a Subdivision as set forth in the Declaration.
3. The Woodlands at Fairhope, Inc. did not create the Association provided for in the Declaration.
4. An Association of Owners for the operation of The Woodlands at Fairhope has been formed on even date herewith under the laws of the State of Alabama known as The Woodlands Homeowners Association, Inc. (the "Association").
5. The Declarant desires to add the real property described on the plat of The Woodlands at Fairhope, Unit Two recorded on Slide 2045 A, Slide 2045 B and Slide 2045 C (the "Unit Two Plat") to the Declaration by incorporating the same into the Declaration, the same as if the real property described on the Unit Two Plat had been originally included in the Declaration, all in accordance with Article II of the Declaration and in accordance

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with the provisions of this **Supplemental Declaration**.

The recording references referred to in this **Supplemental Declaration** are to the **Office of the Judge of Probate, Baldwin County, Alabama**.

NOW, THEREFORE, the **Declarant** makes the following **Supplemental Declaration** as to the use to which the real property described on the **Unit Two Plat** and the **Unit One Plat** and the improvements thereon may be put, specifying that the **Declaration**, as amended by this **Supplemental Declaration**, shall be binding upon the **Declarant**, and the successors, grantees and assigns of the **Declarant** and all owners of all or any part of the real property described on the **Unit One Plat** and the **Unit Two Plat** together with their grantees, successors, heirs, executors, personal representatives, devisees or assigns.

A. Increment. As provided in **Article II** of the **Declaration**, the **Declarant** elects to incorporate the real property described on the **Unit Two Plat** into **The Woodlands at Fairhope, a Subdivision**. Except as amended by this **Supplemental Declaration**, the real property described in the **Unit Two Plat** shall be held, sold or conveyed subject to the easements, restrictions, covenants and conditions set out in the **Declaration** and shall run with the real property and be binding on all parties having any right, title or interest in the real property described on the **Unit Two Plat**.

B. Special Provisions Pertaining to Unit Two.

1. Section 3.07 LIGHTS is amended for **Lots** in **The Woodlands at Fairhope, Unit Two** as follows:

Section 3.07 LIGHTS The design and location of all exterior lighting fixtures shall be subject to the approval of the **Declarant**. 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**. No floodlights shall be attached to the soffits of any building.

2. Section 3.08 ANIMALS. is amended for **Lots** in **The Woodlands at Fairhope, Unit Two** as follows:

Section 3.08 ANIMALS. No animals, livestock, or poultry of any kind shall be raised, bred, kept or pastured on the real property, except that a reasonable number of common household pets such as dogs and cats may be kept in any own 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 the prior approval of the **Declarant**. No dog runs, animal pens or fences of any kind shall be allowed on any **Lot** without the prior written approval of the **Declarant**.

3. **Section 3.20 LANDSCAPING** is amended for Lots in The Woodlands at Fairhope, Unit Two as follows:

Section 3.20 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. Simultaneously with the submittal of the plans and specifications to the **Declarant** as provided for in **Paragraph 6.02**, of the **Declaration**, the improvements for the site of the structure must be staked, the trees must be flagged and such site approved by the **Declarant** before tree cutting is done. No tree may be cut or removed without consent of the **Declarant** until the building plans, site plans, landscape plans and site staking are approved by the **Declarant**. No trees under six inches (6") in diameter shall be removed unless approved in writing by the **Declarant**. The **Owner** must faithfully execute the building plans, site plans, landscape plans and site staking as submitted to and approved by the **Declarant**. The landscape plan must be approved by the **Declarant** 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**. Front, rear and side yards shall be grassed with solid sod. All planting material shall be three (3) gallons or larger with the exception of ground cover. The recorded **Plat** of the **Property** designates certain areas as a "Greenbelt Area". In order to protect the natural beauty of the vegetation and topography of the **Greenbelt Area**, and to provide privacy to **Lot Owners**, written approval of the **Declarant** is required for the removal, reduction, cutting down, excavation, filling or alteration of any topographic and vegetation characteristics. Irrigation systems are required to cover all areas of the **Lot** and must be installed underground and shall be subject to approval of the **Declarant**. All of the landscaping contained in the landscape plan approved by the **Declarant** shall be completed prior to occupancy of the improvements on the **Lot** by the **Owner** or any tenant, guest or invitee of the **Owner**.

4. **Section 3.22 FENCES AND HEDGES.** is amended for Lots in The Woodlands at Fairhope, Unit Two as follows:

Section 3.22 FENCES AND HEDGES. All fences, hedges, and similar improvements must be constructed, installed, and maintained in accordance with plans to be submitted to and approved by **Declarant**. 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 plans approved by **Declarant**. Wooden fences, if used, shall have posts exposed on the outside of the fence with the pickets recessed a minimum of two (2") inches from the face of the posts. Posts shall be a minimum of four (4") inches by four (4") inches for spacings of eight (8') feet on center and six (6") inches by six (6") inches for larger spacings. All posts shall have caps approved by the **Declarant**.

5. **Section 3.23 GARAGES** is amended for the Lots in The Woodlands at Fairhope, Unit Two as follows:

Section 3.23 GARAGES. Garages and carports are optional but if they are used they may not face any street. If garages are constructed, electric automatic door openers/closers shall be installed and used. Any garages visible from the street must be kept closed when not in use. If carports are constructed, the carport must be located at the rear of the improvements on the Lot.

6. **Section 3.28 PARKING AND DRIVEWAYS** is amended for Lots in The Woodlands at Fairhope, Unit Two as follows:

Section 3.28 PARKING AND DRIVEWAYS. Each Owner shall provide sufficient space, off Subdivision roadways, for the parking of approved vehicles for the Owner's and Owner's family use and the use of the Owner's guests in accordance with reasonable standards established by the Declarant. Parking on the paved portion of any roadway not identified as parking areas within the Subdivision shall be prohibited at all times. Any vehicle violating this restriction may be removed by the Declarant or its designated agent, and the owner of the vehicle shall be responsible for all charges for towing and storing the vehicles. Driveways shall be only at such locations and constructed of concrete, brick pavers, or other material specifically approved by the Declarant. Driveways must be located a minimum of three (3) feet from any side Lot line and may not be constructed upon any easement shown on the recorded Plat of said Subdivision.

7. **Section 5.02 BUILDING SIZE** is amended for Lots in The Woodlands at Fairhope, Unit Two as follows:

Section 5.02. BUILDING SIZE. The liveable area (heated and cooled areas) of the main building or structure, exclusive of open porches and garages, shall be not less than the square footages set out in this Section 5.02 on the following Lots. All references in this Section 5.02 to "sf" shall mean or refer to square footage within the liveable area (heated and cooled areas) of the main building or structure. The numbers in parenthesis (e.g. 1,800 sf) are the minimum square footage required on the ground floor liveable area (heated and cooled areas) of the main building or structure, exclusive of open porches and garages:

<u>STORIES</u>	<u>LOT 1 through LOT 67</u>
1	2,600 sf
2	2, 600 sf (1,800 sf)

8. **Section 5.04 MISCELLANEOUS CONSTRUCTION CRITERIA** is amended for Lots in The Woodlands at Fairhope, Unit Two as follows:

Section 5.04 MISCELLANEOUS CONSTRUCTION CRITERIA Unless waived by the Declarant or the Architectural Review Board on a case by case basis, the following shall apply: Roof pitch must be a minimum of 6" rise in a 12" run and a maximum of 12" rise in a 12" run. Roofing shall be dimensional shingles equal to GAF Timberline Series, cedar shakes, slate or other natural material. No roof penetrations may be placed on the front of any house and all penetrations, flashing and diverters shall be painted to match the roof color. Aluminum and other metal windows are allowed. Reflective glass is prohibited. Exposed chimney flues shall be enclosed and contain wind screens at the top of all chimneys. Chimneys may only be constructed of stucco, brick or stone. Improvements on any Lot must not contain more than two (2) exterior construction materials. No unfinished foundation walls or exposed concrete block shall be allowed on the exterior of any building. Vinyl and aluminum siding shall not be allowed on the exterior of any building. The side wall of any building facing a street shall be required to have the same finishing and exterior details as the front facade of the building.

9. **Section 5.05 YARD STRUCTURES** is amended for the Lots in The Woodlands at Fairhope, Unit Two as follows:

Section 5.05 YARD STRUCTURES. Swimming pools, decks, patios, gazebos, arbors, trellises, fountains and/or ponds are allowed only if approved by the Declarant. Tennis courts and outdoor lights that shine onto another's property are not allowed. No above-ground pools shall be erected, constructed or installed on any Lot except that above-ground spas or jacuzzis may be permitted with the approval of the Declarant. Any in-ground pool to be constructed on any Lot shall be subject to the requirements of the Declarant, which include, but are not limited to the following:

- a. Pool screen may not be visible from the street in front of the Lot.
- b. All pool enclosures shall be of a color in harmony with the structure. No raw aluminum color screen will be allowed.

C. **Special Provisions pertaining to Unit One and Unit Two. Section 3.14. ANTENNAS** is amended for Lots in The Woodlands at Fairhope, Unit Two and for Lots in The Woodlands at Fairhope, Unit One as follows:

Section 3.14. ANTENNAS Except as provided in this Declaration, no exterior antennas, aerials, satellite dishes, towers or other apparatus, or support for said apparatus, for the reception or transmission of television, radio or other signals of any kind shall be erected, installed, placed, allowed or maintained upon any portion of **The Woodlands at Fairhope, a Subdivision**, except:

A. An antenna designed to receive direct broadcast satellite services, including direct-to-home satellite services, that is **one (1) meter** or less in diameter;

B. An antenna designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services and local multipoint distribution services, that is **one (1) meter** or less in diameter or diagonal measurement; or

C. An antenna that is designed to receive television broadcast signals. (collectively, "**Permitted Antennas**")

Permitted Antennas are subject to such reasonable **Rules and Regulations** as to location and screening as may be set forth by the **Board of Directors**, consistent with applicable law, in order to minimize obtrusiveness as viewed from streets and adjacent property. The **Declarant** and/or the **Master Association** shall have the right, without obligation, to erect an aerial, satellite dish or other apparatus for a master antenna, cable or other communication system for the benefit of all or a portion of **The Woodlands at Fairhope, a Subdivision**, should any master system or systems be utilized by the **Master Association** and require such exterior apparatus.

No machinery or equipment shall be placed or operated upon any **Lot** except such machinery or equipment as is usual in maintenance of a private single-family residence. No roof penetrations, such as vents and pipes, shall be placed on any roof so as to be visible from any road or **Common Area**.

D. **Adoption.** As altered and amended, the **Declaration** and every part and provision of the **Declaration** is in all respects ratified and confirmed and by reference adopted and incorporated in this **Supplemental Declaration**, the same as if fully set out in this **Supplemental Declaration**.

E. **Proviso.** **Provided, However**, the **Common Area** shown on the **Unit Two Plat** is **NOT DONATED NOR GRANTED TO THE PUBLIC**, but is private property to be conveyed by **Declarant** to the **Association** in accordance with the **Declaration**.

IN WITNESS WHEREOF, the Declarant has caused this Supplemental Declaration to be executed on the day and year first above referred to.

Rock Creek Partners, L.L.C., an
Alabama Limited Liability Company

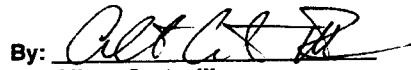
By: Country Club Development, L.L.C.
an Alabama Limited Liability Company
Its: Member

By: 
James G. Tanner, III
Its: Member

AC3, Inc., an
Alabama
Corporation

(Corporate Seal)

By: AC3, Inc., an Alabama Corporation
Its: Member

By: 
Albert Corte, III
Its: President

By: Cheval, L.L.C., an Alabama Limited
Liability Company
Its: Member

By: 
James G. Tanner, III
Its: Member

By: Country Club Development, L.L.C.
a Louisiana Limited Liability
Company
Its: Member

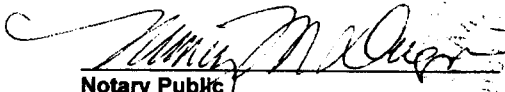
By: 
James G. Tanner, III
Its: Member

STATE OF LOUISIANA :

PARISH OF EAST BATON ROUGE :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that James G. Tanner, III, whose name as **Member of Country Club Development, L.L.C., an Alabama Limited Liability Company**, acting in its capacity as a **Member of Rock Creek Partners, L.L.C., an Alabama Limited Liability Company** is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, James G. Tanner, III, as **Member of Country Club Development L.L.C., an Alabama Limited Liability Company**, and with full authority, executed the same voluntarily for and as the act of **Country Club Development L.L.C., an Alabama Limited Liability Company**, acting in its capacity as **Member of Rock Creek Partners, L.L.C., an Alabama Limited Liability Company**.

Given under my had and seal this 17th day of May, 2001.


Notary Public

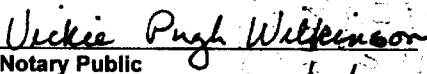
My Commission Expires: AT DEATH

STATE OF ALABAMA :

COUNTY OF BALDWIN :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Albert Corte, III, whose name as **President of AC3, Inc., an Alabama Corporation** acting in its capacity as a **Member of Country Club Development, L.L.C., an Alabama Limited Liability Company**, acting in its capacity as a **Member of Rock Creek Partners, L.L.C., an Alabama Limited Liability Company** is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, Albert Corte, III, as **President of AC3, Inc., an Alabama Corporation**, and with full authority, executed the same voluntarily for and as the act of **AC3, Inc., an Alabama Corporation** acting in its capacity as **Member of Country Club Development, L.L.C., an Alabama Limited Liability Company**, acting in its capacity as a **Member of Rock Creek Partners, L.L.C., an Alabama Limited Liability Company**.

Given under my had and seal this 17th day of May, 2001.


Notary Public

My Commission Expires: 11/19/2002

STATE OF LOUISIANA :

PARISH OF EAST BATON ROUGE:

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **James G. Tanner, III**, whose name as **Member of Cheval, L.L.C., an Alabama Limited Liability Company**, acting in its capacity as a **Member of Rock Creek Partners, L.L.C., an Alabama Limited Liability Company** is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, **James G. Tanner, III** as **Member of Cheval, L.L.C., an Alabama Limited Liability Company**, and with full authority, executed the same voluntarily for and as the act of **Cheval, L.L.C., an Alabama Limited Liability Company**, acting in its capacity as **Member of Rock Creek Partners, L.L.C., an Alabama Limited Liability Company**.

Given under my hand and seal this 17th day of **May, 2001**.


Notary Public

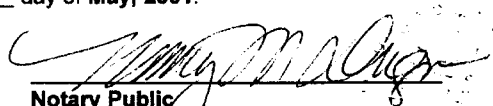
My Commission Expires: AT DEATH

STATE OF LOUISIANA :

PARISH OF EAST BATON ROUGE:

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **James G. Tanner, III**, whose name as **Member of Country Club Development, L.L.C., a Louisiana Limited Liability Company**, acting in its capacity as a **Member of Cheval, L.L.C., an Alabama Limited Liability Company**, acting in its capacity as a **Member of Rock Creek Partners, L.L.C., an Alabama Limited Liability Company** is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, **James G. Tanner, III**, as **Member of Country Club Development, L.L.C., a Louisiana Limited Liability Company**, and with full authority, executed the same voluntarily for and as the act of **Country Club Development, L.L.C., a Louisiana Limited Liability Company**, acting in its capacity as **Member of Cheval, L.L.C., an Alabama Limited Liability Company**, and with full authority, executed the same voluntarily for and as the act of **Cheval, L.L.C., an Alabama Limited Liability Company**, acting in its capacity as **Member of Rock Creek Partners, L.L.C., an Alabama Limited Liability Company**.

Given under my hand and seal this 17th day of **May, 2001**.


Notary Public

My Commission Expires: AT DEATH

JOINDER BY MORTGAGEE

This **Supplemental Declaration of Protective Covenants - Declaration of Rights Covenants, Restrictions, Affirmative Obligations and Conditions Applicable to The Woodlands at Fairhope, a Subdivision**, is joined into by **Regions Bank** for the purpose of consenting to this **Supplemental Declaration** and for the purpose of consenting to the conveyance of the **Common Area** shown on the **Unit Two Plat** from the **Declarant** to the **Association**.

Regions Bank, an Alabama Banking Corporation

By: _____

Stephen J. Davitt
Its: Senior Vice President

STATE OF ALABAMA :

COUNTY OF MOBILE :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **Stephen J. Davitt**, whose name as **Senior Vice President of Regions Bank, an Alabama Banking Corporation**, 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, that he, as such officer and with full authority, executed the same voluntarily for and as the act of said **Corporation**.

Given under my hand and seal this 18th day of **May, 2001**.

Brenda McCool
Notary Public
My Commission Expires:

THIS INSTRUMENT PREPARED BY:

Sam W. Irby
Irby & Heard, P.C.
Attorneys At Law
317 Magnolia Avenue
Post Office Box 1031
Fairhope, Alabama 36533
(334)928-4555

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Apr 26, 2005
BONDED THIRD PARTY NOTARY PUBLIC UNDERWRITERS



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

2001 May -23 2:37PM

Instrument Number 598255 Pages 10
Recording 30.00 Mortgage
Deed Min tax
Index DP 1.00
Archive 3.00
Adrian T. Johns, Judge of Probate

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