STATE OF ALABAMA
COUNTY OF BALDWIN

DECLARATION OF RESTRICTIONS AND COVENANTS OF STILLWATER, PHASE 2 AND AMENDMENT AND SUPPLEMENT TO DECLARATIONS OF RESTRICTIONS AND COVENANTS OF STILLWATER SUBDIVISION, PHASE 1, AND OF STILLWATER ESTATES

KNOW ALL MEN BY THESE PRESENTS, that this Declaration is made, adopted, published and declared as of the 24th day of May, 2006, by STILLWATER DEVELOPMENT CO, INC. ("SDC"), RAVIN DEVELOPMENT, L.L.C. ("RV"), and SDC/RAVIN PROPERTIES, L.L.C. ("Developer").

RECITALS

SDC, RV, and/or Developer have heretofore developed (a) Stillwater, Phase 1 (also known as Stillwater Subdivision, Phase One), as shown on the plats recorded at Slides 2062-F and 2143-D of the records in the Office of the Judge of Probate, Baldwin County, Alabama, consisting of Lots 1 - 65 ("Phase 1"); and (b) Stillwater Estates as shown on the plat recorded at Slide 2146-B ("the Estates"). The Declarations of Restrictions and Covenants for Phase 1 and the Estates, recorded at Instrument Numbers 632254, 792622, and 797059, contemplate that Phase 1 and the Estates will be, for some purposes, combined with other real property to form a larger residential subdivision known generally as Stillwater ("the Community"). To facilitate the establishment of the Community, SDC, RV, and Developer reserved the rights to file and effect supplements and amendment to said Declarations.

Developer owns that certain real property known as Stillwater, Phase 2 ("Phase 2"), consisting of Lots 1 - 90, as shown on the plat recorded at Slide 2268-A, 2268-B, 2268-C, and 2268-D and desires to impose certain restrictions and covenants on the Phase 2 Lots, comparable though not necessarily exactly the same as those imposed on the Phase 1 Lots or the Estates Lots. Further, SDC, RV, and Developer desires to supplement and amend the Declarations for Phase 1 and the Estates in order to provide further for the Community.

Consequently, Phase I, the Estates, and Phase 2, though each may have a separate identity for certain purposes, shall henceforth, together with any future additions, be considered as part of the Community known as Stillwater.

on 0435

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

2006 June - 5 12:18PM

Instrument Number 979435 Pages 23
Recording 69.00 Mortgage
Deed Min Tax

To serve the Community, Developer has built a swimming pool, tennis facility, clubhouse, and pier on the land shown as Common Area No. 4 on the Phase 2 plat. Said Common Area No. 4[1] and Common Areas No. 1, 2, and 3 shall be common to the entire Community. The Common Areas as shown on the Phase 1 Plat will also be common to the entire Community. The Common Areas, however, shown on the Estates Plat will not be common to the Community but will be exclusively for the Estates Lots. Each of the three (3) lakes shown as an "Existing Lake" on the Phase 2 Plat shall be common to the entire Community except for fishing purposes as provided for below in this Declaration; further, the northernmost of said lakes may initially not be deeded to the Master Association but instead shall only be licensed to the Master Association.

Developer has formed or will form Stillwater Master Property Owners Association, Inc. ("the Master Association"), an Alabama non-profit corporation, to hold title to and maintain the Common Areas that are common to the Community, including said Common Area No. 4.[2] The Owners of all Lots in the Community (inclusive of Phase 1, the Estates, Phase 2, and any other additions to the Community) shall be members of the Master Association.[3] The Master Association shall have two (2) classes of members, Class A for Owners of Lots on any of the lakes and Class B for all other Owners. Developer will also establish a separate association known as Dellwood Creek Circle - Stillwater Property Owners Association, Inc. with respect to Common Area No. 5 as shown on the Phase 2 Plat for the Owners of Lots 62 - 71. Building covenants and other provisions applicable to each phase of the Community may vary according to the terms of the particular declaration of covenants and restrictions applicable to such phase.

NOW THEREFORE, SDC, RV, and Developer do hereby adopt the Recitals as part of this Declaration and supplement and/or amend the Phase 1 and the Estates Declarations in order to establish the Community and provide for the governance thereof and the maintenance of common areas thereof, and Developer hereby imposes the following protective covenants on the Phase 2 Lots:

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[1]Though common, a portion of the land that comprises Common Area No. 4 is restricted as specifically noted below in paragraph 15.

[2]The Master Association is the same association as has previously been referred to as the Phase 1 Association.

[3]The existence of the Master Association and the Estates Lots Owners' membership therein shall not affect the independent nature, responsibilities, or purpose of the Stillwater Estates Owners Association, Inc., formed or to be formed for the common areas pertinent only to the Estates.

1. **RESIDENTIAL USE ONLY:** All Lots in Phase 2 shall be known and described as single family residential Lots. No lot may be improved, used or occupied for other than private residence purposes, and no flat, duplex, apartment house, group apartment, or condominium, though intended for residential purposes, may be erected thereon.

2. **ARCHITECTURAL REVIEW**: No building or any other improvement, including without limitation, any pier, wharf, or other water-related type structure, any fence, pool, or any other device or article attached to the ground or to any building shall be erected, placed or altered on, or attached to, any lot until such building or other improvement shall be approved in writing by Developer or the designated representative.

To request such approval, the requesting party must submit to Developer or its designated representative: Two complete sets of final building or construction plans, specifications, and plot plans showing the location of each building, fence, wall and any other improvement, private road, driveway (in this case also showing the course, width of same and curb cut), pool, and all other proposed structures. Said plans shall be prepared by a qualified architect, engineer, or draftsperson, duly licensed to do business in Mobile or Baldwin County, State of Alabama, and such person shall be qualified to draw home plans. Plans or exhibits shall show, without limitation, (i) a schedule of exterior materials and colors, (ii) orientation, front, rear and side elevations, and finished ground elevation of the structure, and (iii) the habitable area square footage as referred to in paragraph 9 hereof. Approval, which shall be given or withheld or conditionally given in Developer's sole discretion, shall be based on compliance with all requirements stated in these covenants and on the compatibility of the proposed improvements with other existing or anticipated improvements in Phase 2, and the quality and attractiveness of the proposed improvements. Developer review shall be limited to outward appearance only and shall not include any responsibility or authority to review for structural integrity, interior design, compliance with building or zoning codes or standards, or any other similar or dissimilar factors.

All proposed building or construction plans, specifications, plot plans or related data, drawings or requests for approval shall be submitted as follows: c/o Joe Vinson Builders, Inc., 440 Azalea Road, Mobile, Alabama 36609, unless and until Developer shall designate a different agent or depository.

Developer reserves the right from time to time to retain the services of an architect or draftsperson to review any proposed plans for Developer, and if Developer elects to retain such services for the proposed plans submitted as to any lot, then the owner of such lot shall be responsible

for and shall pay upon demand such consultant's fees, not to exceed $200.00 per lot.

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

The following conditions apply:

Exterior Color: Houses and other buildings must be painted or otherwise colored, except where finished with brick approved by Developer. All proposed colors to be applied to the exterior of any structure must be submitted to Developer for approval. Any color that is not deemed by Developer, in its sole discretion, as compatible with Phase 2 shall not be approved.

Exterior Materials: Brick, stucco, and wood are allowed. Other materials and styles may be approved by Developer in one or more instances if, in its sole discretion, these materials and/or styles are deemed compatible with Phase 2 and any existing and/or contemplated improvements within Phase 2.

Windows: Solid wood units, aluminum clad wood window units, vinyl clad wood window units, and other vinyl units as Developer may deem acceptable are allowed; other window types may from time to time be approved by Developer.

Ceiling Height: Minimum of nine feet (9') required on first floor; ten feet (10') encouraged.

Elevation: First floor elevation at the front of any house must be a minimum of twelve inches (12") off finished grade on any lot, unless specific written approval is given by the Developer for a variation from the above required elevations.

Slabs: Slabs shall not be exposed.

Driveways: All driveways shall be paved with concrete or constructed with masonry type material acceptable to Developer.

Roof Pitch: Without Developer's prior written consent, no roof pitch shall be less than eight inches (8") in a twelve inch (12") run. Roof materials shall be subject to the approval of Developer.

Chimneys: There shall be no exposed pipes for, or at, the chimneys, except that a reasonable amount of exposed pipe may protrude from the top of the casing, and only masonry type material may be used for each chimney unless specific written authorization is granted by Developer to use some other type of material. If a fireplace consists only of gas firelogs, then the Developer may approve a painted black stack in lieu of a traditional chimney

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

Outdoor Lighting: No mercury vapor lights or other outside lights shall be permitted on any lot without the prior written approval of Developer. Developer approval of any outside lighting may be withdrawn if Developer determines that the lighting is or becomes a nuisance. No floodlights or permanent lighting may be directed toward any street or any other lot.

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

Landscaping: The yard facing any street and the side yards visible from any street must, at the time that a house has been constructed on such lot, be planted with solid sod grass and landscaped, unless the owner of such lot submits a detailed landscape plan to the Developer and obtains specific prior written approval from Developer in each and every instance, if any, to vary from such requirements.

Satellite dish: No satellite disc or dish or other type of television or electronic device shall be installed in any front yard; dishes of one (1) meter or less are allowed in the back yard or other areas as Developer may approve in writing.

Sidewalks: Prior to or upon erection or location of a building on any of the Lots in Phase 2 and not later than December 31, 2008, the Owner of such Lot shall, at such Owner's expense, install, or cause to be installed, a sidewalk on such Lot in accordance with the same standards as would be applicable if the lot was located within the City of Spanish Fort and, the location, the dimensions and other features of such sidewalks shall be subject to the prior written approval of the Developer or its designated representative.

Vehicular Access to Certain Lots: No Lots in Phase 2 shall have vehicular access directly to Highway 225, and vehicular access to Lot 72 shall be limited to access from Boardwalk Drive.

Construction Period/Reconstruction: Each dwelling must be completed within twelve (12) months from the date when construction begins. If the construction of any dwelling is not completed within such twelve (12) month period, then the Owner shall promptly remove such partially-constructed dwelling at the Owner's expense; provided, however, that Developer may, when it in its absolute discretion deems it is reasonable to do so, extend the construction completion deadline for one (1) or two (2) periods of up to ninety (90) days each. Any building or other improvement constructed on any lot that is destroyed partially or totally by fire, storm or any other means shall be rebuilt or repaired in accordance with this Declaration or demolished within a reasonable period of time and the lot on which such was located restored to an orderly and attractive condition.

Permitted Builders: Declarant shall have the right to designate, from time to time, certain builders who may construct homes in the Community and to, as a result, prohibit other builders from building homes in the Community. The designation of any builder shall not be deemed to be a representation to anyone that such builder is qualified or that such builder is recommended. Declarant shall have no liability whatsoever to any Owner or any other person arising out of which builders Declarant may permit to build within the Community and which are not so permitted.

The quality and attractiveness of every improvement must meet the standards of Developer. Developer is hereby granted broad discretion in judging the compatibility, quality, attractiveness, and compliance of the proposed improvements with this Declaration. Developer shall have the right to accept, modify, or refuse to approve any plans or specifications or landscape plans, which are not reasonably suitable or desirable, in Developer's sole discretion, for aesthetic or other reasons, and in so passing upon such plans, specifications and landscape plans, and without any limitation of the foregoing, it shall have the right to take into consideration the suitability of the

proposed building, other structure or landscape plan, and of the materials of which it is to be built or planted, the site upon which it is proposed to be erected or planted, the harmony thereof with the surroundings and the effect of the building, other structure or landscape as planned, on the outlook from the Lots within Phase 2. Each person that acquires any lot or any interest therein, and such person's heirs, successors and assigns shall abide by the decision of Developer in all cases in which Developer's approval is required in this Declaration.

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

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

Neither Developer nor any representative of Developer shall be liable to any lot owner or any other person, association or entity, for any damage, loss or prejudice suffered or claimed on account of: (i) the approval or disapproval of any submitted materials, whether or not defective; (ii) the construction or performance of any work, whether or not pursuant to approved materials; (iii) the development of the lot; (iv) the structural capacity or safety features of any proposed improvements; (v) whether or not the location of the proposed improvement on the building site is free from possible hazards from flooding or from any other possible hazards, whether caused by conditions occurring either upon or off any property located within Phase 2; (vi) soil erosion causing sliding conditions; or (vii) any decision made or action taken or omitted to be taken under the authority of this Declaration.

Upon such terms and conditions as Developer may elect, Developer may, but is not required to, adopt, review and approve or disapprove, in whole or in part, with or without conditions, applications for the modification or waiver of any requirement or restriction contained in this Declaration. Such applications shall contain such information as Developer may prescribe and shall affirmatively show, to Developer's satisfaction, that the application of such requirements, under the

circumstances, creates unnecessary or undue hardships or that its modification or waiver is not materially inconsistent with the scheme of development.

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

Other paragraphs in this Declaration provide that certain actions may be taken only with prior written approval of Developer. The powers and rights under this paragraph 2 and such other powers and rights of approval set forth elsewhere in this Declaration, including, but not limited to, the power to make rules and regulations, may be, in whole or in part, (i) relinquished by Developer from time to time by recording a written relinquishment in the Baldwin County Probate Court real estate records; or (ii) assigned to a third person (which may be, without limitation, a committee of individuals established by Developer or a property owners association) by recording a written assignment in said records, in which case, the assignee shall have such rights and powers of approval. Such powers and rights of approval shall cease on and after December 31, 2056. Thereafter, any approval described in this Declaration shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the Lots within Phase 2 and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by the Developer.

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

Developer has obtained an Alabama Department of Environmental Management ("ADEM") National Pollutant Discharge Elimination System Permit ("the Permit"), which relates to certain activities that affect storm water discharges from construction, excavation, land clearing, and other land-disturbance activity. The Owner of each Lot shall, with respect to construction or other land-disturbance activity on such lot, be responsible for taking such measures as are required by the Permit and applicable laws and regulations related to preventing sediment or other pollutants and

storm water run-off from leaving the construction site or associated areas. However, upon conveyance of any Lot by Developer, the new Owner shall immediately apply for and obtain, in such Owner's own name and at such Owner's own expense, a separate permit for such Lot and shall abide by the terms thereof, which may include, without limitation, use of silt fences, staked hay bale rows, netting or mesh, rock filter check dams, catch basins, seeding, proper grading, revegetation, and other erosion control. Each Owner shall indemnify and hold Developer harmless from such owner's failure to take such measures. Should ADEM or other authorities assess a fine or require correction action with respect to the matters assigned to any Owner under this paragraph, such owner shall be responsible for the payment of such fine and/or the implementation of such correction action, and if such owner should fail to pay such fine and/or implement such corrective action, Developer may, but shall not be obligated to, pay such fine and/or implement such action on behalf of such owner, without any liability on the part of Developer to such owner, and owner shall reimburse Developer the cost thereof, plus an administrative fee equal to 25% of such costs, plus interest at the rate of 12% per year until paid.

3. **BUILDING LOCATION:** No building on any lot shall be located nearer the Lot line than the setback area shown on the Phase 2 plat. For the purpose of this covenant, eaves, steps and open, uncovered porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. The building location must also comply with any applicable zoning ordinances unless a special exception is obtained from the appropriate governmental agency and approved by Developer. Each primary residence shall be so located that its front and rear ends are parallel with the lot lines on which it is located, unless otherwise approved by Developer.

4. **WATER ACCESS:**

(a) The Community presently contains three (3) lakes as shown on the Phase 2 Plat. There is no general access to any of the lakes, except that the pier on the southernmost lake attached to Common Area No. 4 is for general social purposes (not for swimming, fishing, etc.) within the Community. Access to any lake is limited to Owners whose yard abuts such lake and such Owners' tenants and invitees, and such access shall be limited to the shoreline of the Lot owned by the person accessing the lake. The lakes are or will become common area to be owned and maintained by the Master Association. However, the northernmost lake shall be subject to the rights of the current owner thereof and its successors, which may include Developer and/or affiliates of Developer to use such lake in connection with the development of land abutting the lake and not presently included in the Community. No lake lot owner shall acquire any rights to the ownership

of the lake or any other rights with respect thereto, except that lake lot owners and their tenants, invitees, and invitees of their tenants may make such other safe recreational (non-commercial) use of the lake, such as fishing, as does not unreasonably interfere with the use thereof by other lake lot owners or unreasonably disturb the enjoyment of other lake lot owners of their Lots. Developer reserves the right to impose such rules and regulations as it deems necessary or reasonable to protect the safety and enjoyment of those permitted to use the lake and/or lake front owners and otherwise to provide for the orderly use of the lake. In no event shall any owner use the lake water as a source for a private well or irrigation. Lake-front Owners may use boats in the lake powered by electric but not gasoline or diesel motors, and no personal watercrafts are allowed.

(b) Should the owner of any Phase 2 lot located on any lake shown on the Phase 2 plat desire to construct a wharf or pier on such lake, such construction shall not occur unless and until such owner has obtained the prior written approval of the plans and specifications of such improvement by Developer. As Lots located on the lake may be irregular in configuration and due to other circumstances of the land, no owner of any lake lot is guaranteed that wharf or pier approval will be obtained. Developer's approval may be given, withheld or conditionally given in its sole discretion. In all events, no wharf or pier shall serve as a dock for more than two (2) boats; no wharf or pier, or any part thereof, shall extend more than twenty-five feet (25') from the landside edge of such wharf or pier; no wharfhouses, boathouses, lifts, or other structure having walls, roof, sheltering or any protrusion above the deck of the wharf or pier shall be situated over the water; no television antenna, satellite dish, or similar type apparatus or equipment shall be located on any wharf or pier; and no lights shall be installed on any wharf or pier with any switching mechanism (whether light sensitive, time actuated or otherwise) which operates to turn such lights on at a predicted time of day and no lights will be continuously operated on any wharf through the hours of darkness. No lake lot owner shall erect any bulkhead, jetties, or similar structure, and any lot owner desiring a waiver of this Restriction must submit a detailed plan of such bulkhead, jetties or similar structures, drafted by a certified engineer, to the Developer and demonstrate to Developer's satisfaction that under the particular circumstances, a waiver of this Restriction is appropriate.

5. **RESUBDIVISION:** Except as hereinafter provided, no building or any part thereof, of any character, may be erected or maintained on any part of a lot which is subdivided subsequent to the date hereof. Where a lot is subdivided and all of its parts are combined with adjacent entire Lots, a building may, with the approval of the Developer, be erected and maintained on each of the Lots as so combined even though a portion of such building may be located on a part of such subdivided lot, but each resulting combined lot shall be subject to this Declaration as fully and completely as if shown on the plat as a single lot. Where a portion of a lot, which portion is less than

ten percent (10%) of the total area of the lot, is conveyed to the owner of the lot adjacent to such portion, a building may, with the approval of the Developer, be erected and maintained on the remaining portion of such lot, which remaining portion of the lot shall be subject to this Declaration as fully and completely as if shown on the plat as a separate lot. Additionally, provided Developer's prior written consent has been obtained, any three (3) contiguous Lots may be combined into two (2) separate building sites, each of which is larger than each of the original three (3) Lots, and for all purposes thereafter, other than the payment of assessments and voting, such three (3) Lots shall be treated as two (2) Lots, the same as if those three (3) Lots were originally platted as two (2) Lots; however, each of such two (2) Lots shall be entitled to 1.5 votes on matters before the Association and each shall pay assessments at 1.5 times the normal rate; further, with the prior written consent of Developer, any two (2) contiguous Lots may be combined into one (1) building site, and for all purposes thereafter, except payment of assessments and voting, such two (2) Lots shall be treated as one (1) Lot, the same as if those two (2) Lots were originally platted as one (1) Lot.

6. **OFFENSIVE ACTIVITIES, ETC.:** No commercial, noxious, hazardous, annoying or nuisance-creating activity may be carried on within any lot in, on or over the lake. No structure, including fences, shall be erected so as to channel water on an adjacent lot. No outside clothes lines shall be permitted unless screened in such manner as not to be visible from adjacent Lots or streets or the lake. No trawl, cast net, gill net, or other fishing, shrimping equipment or paraphernalia shall be dried, kept, or maintained on any lot in such a location or manner as to be visible from any street, any lot or any lake. No guns may be discharged upon any part of Phase 2 for any purpose, nor shall there be hunting of any nature on the property herein described.

7. **NEATNESS, ETC.:** All Lots and adjacent right-of-ways, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained by the owner of all such Lots in a neat, attractive and presentable condition, even when such improvements are under construction. They shall be maintained in such manner as to prevent their becoming unsightly by reason of weeds, underbrush, or unattractive growth on such lot or the accumulation of piles, rubbish, debris or unsightly objects thereon; nor shall any such rubbish, debris, or unsightly objects be dumped on any other lot or on any adjoining property, or otherwise disposed of in any manner not consistent with applicable laws. Building materials shall not be stored on a lot unless a structure is under construction. Trash, garbage or other waste material shall not be kept on any lot except in sanitary containers. Also, lot owners shall be responsible for periodic clean ups on their respective Lots during the period the house is under construction to prevent their trash from blowing onto other Lots and causing an unsightly situation for the neighborhood. In order to implement effective control, Developer reserves for itself and its agents the right, after ten (10) days' notice to any lot owner, to

enter upon any residential lot with such equipment and devices as may be necessary for the purpose of mowing, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which, in the opinion of Developer, detracts from the overall beauty or safety of Phase 2. Such entrance upon such property for such purposes shall be only between the hours of 7:00 A.M. and 6:00 P.M. on any day except Sunday and shall not be a trespass. Developer may charge the lot owner a reasonable cost for such services, plus a 25% administrative charge and interest at the annual rate of 12% until paid, which charge shall constitute a lien upon such lot enforceable by appropriate proceedings at law or equity. The provisions of this paragraph shall not be construed as an obligation on the part of Developer to mow, clear, cut or prune any lot nor to provide garbage or trash removal services.

8. **TRAILER, MOBILE HOME, ETC.:** No trailer, mobile home, tent, shack, garage, barn, or other outbuilding erected on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any structures of a temporary character be used as a residence. Subject to receiving specific written approval from Developer, house trailers, mobile homes, motor homes, campers, and/or trailers may be kept on the premises only if kept either within a fully enclosed garage or under a carport and substantially screened from view from any street, any lot or the lake. All boats, other than canoes, "johns" boats and other similar craft, must be kept on trailers in the rear yard not visible from any street, any lot or any lake or within a garage.

9. **TYPE AND SIZE OF BUILDINGS:** No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling, which shall be not more than two and one-half stories in height and shall have habitable area, exclusive of basements, open porches and garages, in accordance with the following:

Lots	Minimum total heated and cooled area	Minimum heated and cooled area on ground floor if greater than one (1) story
1 - 29; 56 - 58; 72 - 90	2,400 square feet	1,400 square feet
30 - 55; 59 - 61	1,800 square feet	1,200 square feet
62 - 71	3,000 square feet	1,600 square feet

A detached garage or other attractive outbuilding may be erected or permitted in any case in which Developer shall grant its written approval of such building, including the location (which must comply with applicable construction setback areas) and design of said outbuilding prior to construction.

Each dwelling shall contain at least a two-car garage. Absent a written waiver from Developer, no garage shall open onto any street, except in the case of a corner lot in connection with which Developer specifically determines that relief from this prohibition is appropriate.

All wired utilities must be provided underground. Septic tanks shall not be permitted. Each owner assumes responsibility for activating electric, telephone, sanitary sewer, water, cable television (if available), and gas services (if available) and paying the appropriate utility companies the fees or charges required by such companies and to sign and be bound by such agreements as such companies may require.

10. **ANIMALS:** Dogs, cats and other domesticated animals not exceeding three (3), 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. Specifically, no horses, cows, sheep, goats, or other hoofed animals may be maintained on any lot.

11. **GARBAGE DISPOSAL CONTAINERS AND EQUIPMENT:** No lot shall be used as a dumping ground for rubbish, and all debris and trash from clearing or construction must be immediately removed. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean, sanitary condition.

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

13. **FENCES, WALLS, HEDGES AND ORNAMENTAL STRUCTURES:** Any fence or hedge built on any Lot must to be located on or within the rear and side Lot lines. No fence or hedge on any Lot shall be located nearer the front of such Lot than ten (10) feet to the rear of the front of the house. In all events, no fence, wall, or ornamental structure may be erected without prior written Developer approval. All fences must be made of wood, faced with wood or have the outward appearance of being made of wood, or other materials specifically approved by the Developer.

14. **SIGNS:** No sign of any kind shall be displayed to public view on any lot except one professionally lettered sign not more than four (4) square feet 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 a security service sign shall also be allowed when applicable.

15. **EASEMENTS:** All easements shown on the Plat, including, but not limited to, drainage easements are hereby adopted as a part of these Restrictions and all Lots in Phase 2 shall be subject to such easements. Developer reserves unto itself, 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, street lights, equipment and facilities and drainage ditches and natural drains, in, on, over and under the streets and roads and easements shown on the Plat, 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 the property included within the areas designated as fences, drainage and/or utility easements, if any, with full right of ingress and egress to and from said streets and roads and easements across adjoining property; and the undersigned reserves unto itself and its successors and assigns the right to contract generally with others for the doing of any and all such things and the right to grant unto others such easements, rights and privileges as the undersigned may deem appropriate or convenient in connection therewith. Any drainage, utility, and/or access easements not maintained by any governmental authority or utility provider shall be maintained by the Master Association; provided, however, the owners of Lots burdened by any such easements shall be responsible for the routine maintenance (such as grass-cutting) of the areas on said Lots that are subject to easements. The Master Association shall have such easements as are reasonably necessary to facilitate the discharge of any of the Master Association's responsibilities.

Common Area No. 3 as shown on the Phase 2 plat is <u>not</u> for use by Owners in general. Instead, usage thereof shall be limited to access to the dam and lake for maintenance by the Master Association. This Common Area No. 3 shall be maintained by the Association. Notwithstanding the foregoing, however, the Owner of Lot 14 shall have an easement, subordinate to the needs of the Master Association, to treat the western one-half of the twenty (20) foot wide strip between Lots 13 and 14 as part of such Owner's yard. Further, the Owner of Lot 13 shall have an easement, also subordinate to the needs of the Master Association, to treat both the eastern one-half on said strip and the area directly between Lot 13 and the southern shore of the lake to the north as part of such Owner's yard. The Owner of Lot 12 shall have an easement, subordinate to the needs of the Master Association, over the portion of Common Area No. 3 as is situated between Lot 12 and the southern shore of the lake. The dividing line between the easement in favor of Lot 12 and the easement in

favor of Lot 13 shall run due north from the northeast corner of Lot 13, which is also the northwestern corner of Lot 12. Likewise, the portion of Common Area No. 4 as is situated between Lots 89 and 90 or between Lot 90 and the eastern shore of the lake to the west shall not be for use by Owners in general. Instead, usage thereof shall be limited to access to the lake for maintenance by the Master Association. Notwithstanding the foregoing, however, the Owner of Lot 89 shall have an easement, subordinate to the needs of the Master Association, to treat the northern one-half of the twenty (20) foot wide strip between Lots 89 and 90 as part of such Owner's yard. Further, the Owner of Lot 90 shall have an easement, subordinate to the needs of the Master Association, to treat both the southern one-half on said strip and the area directly between Lot 90 and the eastern shore of the lake to the west as part of such Owner's yard.

16. **AMENDMENT OR MODIFICATION:** Any or all of the provisions of this Declaration may be annulled, amended, or modified at any time by an instrument executed by the owner or owners of not less than sixty percent (60%) of the Lots then considered part of the Community, which said instrument shall be acknowledged by each such owner signing same and shall be filed for record in the office of the Judge of Probate of Baldwin County, Alabama, PROVIDED, that no amendment shall place an additional burden or restriction or requirement on any lot the owner of which does not join in said amending instrument and provided further no amendment shall be valid without the prior written consent of Developer if Developer still owns any Lot subject to this Declaration or otherwise then a part of the Community. Developer reserves the right to amend or modify this Declaration for and during such a period of time as Developer continues to own at least one (1) Lot in the Community.

17. **TERM:** The herein stated Restrictions shall run with the land and shall be binding on all lot owners, or upon all parties and persons claiming under or through them, each of whom shall, by virtue of his acceptance or acquisition of title or other interest, accept and agree 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 December 31, 2056. After which time said Restrictions shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by at least sixty percent (60%) of the then owners of the Lots has been recorded, agreeing to change said covenants in whole or in part, prior to December 31, 2056, or prior to the then pending ten (10) year term, as the case may be.

18. **VIOLATIONS:** Any violation of these covenants shall not act as a cloud upon the title of the property concerned and title shall not be forfeited as a result of such violation.

19. **ENFORCEMENT:** If any person or persons shall violate or attempt to violate any of the Restrictions contained herein, it shall be lawful for Developer or any party owning any real property situated in said Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Restriction, either to prevent him or them from so doing or to recover damages for such violation, and in the event that it is the Developer who has filed legal action, it shall be entitled to receive an award of a reasonable attorney's fee for the successful prosecution of such an action. The Developer shall be under no obligation to enforce any of the Restrictions herein contained, but in the event that the Developer shall choose not to enforce the same, the owner of any lot in Phase 2 may, as an individual, seek to enforce the same through lawful means.

20. **OWNERS ASSOCIATIONS AND POTENTIAL ADDITIONAL COMMON FACILITIES:**

(a) Master Association. Developer has formed or will form Stillwater Master Property Owners Association, Inc. as an Alabama non-profit corporation. Owners of all Lots in the Community are, by virtue of accepting a deed to their Lots, members of the Master Association, and Owners of Lots in any future additions to the Community shall automatically become members if so provided by Developer or Developer's successors or affiliates at such time.

As explained in that certain Declaration of Restrictions and Covenants of Stillwater, Phase I recorded at Instrument Number 632254, the Master Association has two (2) classes of membership. The Class A membership shall consist of the Owners of Lots that front on any of the existing lakes. The Class B membership shall consist of the owners of all other Lots. After the expiration or termination of the period during which Developer appoints the Board of Directors, the Association shall have nine (9) Directors on the Board of Directors. Until such time as the Developer causes the first meeting of the Association membership to be held, the Board shall consist of three (3) members, all of whom shall be appointed by Developer. At the first meeting of the Master Association, the Board of Directors shall be elected by the Association membership; three (3) of the Board members shall be elected by the Class A Members, and six (6) of the Directors shall be elected by the Class B Members. The Directors must be members of the Association, except such Directors as are appointed by Developer.

The responsibilities as to assessments, rights as to voting, etc. for the two (2) classes of membership shall be the same, except that the Class B membership shall not be responsible for assessments associated with fishing in any of the lakes and shall have no voting rights with respect

to fishing in any of the lakes. All non-fishing matters, such as without limitation stormwater management, shall concern the entire membership (both classes). Likewise, the Class B Member-elected Directors shall not vote on matters related to fishing.

The Master Association shall hold title to and maintain the Common Areas that are designated as common to the Community, including any green areas and entrance ways. Neither Common Area No. 5 as shown on the Phase 2 Plat nor the common areas that are part of the Estates shall be owned or maintained by the Master Association. The Master Association shall also be responsible for landscaping and sprinkler systems in the common areas and, except to the extent that a governmental agency assumes responsibility, for maintaining the street lights and paying the bills for the service provided thereto. With respect to construction or other land-disturbance activity on any common area, the Master Association shall be responsible for taking such measures as are required by any applicable permit and applicable laws and regulations related to preventing sediment or other pollutants and storm water run-off from leaving the construction site or associated areas. Any drainage, utility, and/or access easements not maintained by any governmental authority or utility provider shall be maintained by the Master Association; provided, however, the owners of Lots burdened by any such easements shall be responsible for the routine maintenance (such as grass-cutting) of the areas on said Lots that are subject to easements. The Master Association shall have such easements as are reasonably necessary to facilitate the discharge of any of the Master Association's responsibilities.

If, and when Developer or any affiliate or successors elects to add other real property to the Community, the Master Association shall hold title to and maintain the common areas of the additional phases(s) to the extent that Developer or its affiliate or its successor so provides upon such addition.

All members of the Master Association, and by acceptance of a deed to a lot, whether or not so expressed in such deed, are deemed to covenant and agree to pay to the Master 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 becomes due. Such assessments, together with interest, costs, and reasonable attorney fees, shall also be a charge and a continuing lien upon the lot against which such assessment is made. Such lien may be perfected by filing a statement of lien in the appropriate records of the Office of the Judge of Probate of Baldwin County, Alabama, setting forth the lot upon which the lien is claimed, the amount for which the lien is claimed, and the name of the property owner. The lien shall be enforceable in accordance with Alabama law.

The general assessment levied by the Master Association annually shall be used exclusively for the maintenance of the common areas and the discharge of the Master Association's responsibilities as set forth above, and for such other expenses related thereto as the Master Association deems necessary.

By a two-thirds vote of the Board of Directors of the Master Association (by the Class A-elected Board members for fishing-related assessments), the annual assessment rates shall be fixed on the basis provided above; provided, however, that the annual assessment shall be sufficient to meet the Master Association's obligations as budgeted. The Board shall set the date such annual assessments shall become due, and any assessment not paid within thirty (30) days from said date shall bear interest from the due date at a per annum percentage rate of twelve percent (12%) and be subject to an administrative charge equal to 25% of the delinquent amount. The Board may elect to require that annual assessments be paid in monthly installments. Upon any voluntary conveyance of a lot, the grantor and grantee of such lot shall be jointly and severally liable for all unpaid assessments pertaining to such lot to the extent that such assessments accrue to the date of such conveyance, without prejudice, however, on the part of the grantee to recover from the grantor any amounts paid by the grantee, but the grantee shall be exclusively liable for assessments accruing after grantee becomes lot owner.

Assessments for each Phase 2 Lot shall begin as of July 1, 2006.

(b) Dellwood Creek Circle - Stillwater Property Owners Association, Inc. Dellwood Creek Circle - Stillwater Property Owners Association, Inc. will be a non-profit corporation established by Developer solely for the purpose of owning and maintaining Dellwood Creek Circle, a private street as shown on the Phase 2 Plat, the median therein, any gate, any other infrastructure within or along such street not maintained by any governmental entity or utility service provider, and all other land located within the area shown as Common Area No. 5 on the Phase 2 plat. The only members of the Dellwood Creek Circle Association shall be the Owners of Lots 62 - 71 (these Owners are also members of the Master Association). Articles of incorporation and bylaws for this separate association will be prepared and recorded by Developer.

21. **CHANGES; ADDITIONS; AND RESERVATION:** Developer reserves the right to make such changes to this Declaration (a) as Developer may deem necessary in order to comply with or address a governmental regulation or similar directive or to meet any other requirement or limitation that binds Developer or Phase 2, or (b) as do not materially and unreasonably adversely affect any lot that Developer has already conveyed. Developer also reserves the right to cause property to be withdrawn from this Plat and/or from the scope of this Declaration and to make such

other changes to the Plat as do not alter the boundaries of any lot not still owned by Developer. Further, Developer may, but is not obligated to, develop additional land, whether or not currently owned by such Developer, as additional phases of the Community. If Developer develops other land as additional phases of the Community, Developer shall record a supplemental declaration, in which case, owners of Lots in such additional phases(s) shall, if Developer so provides, become members of the Master Association in such then existing class designated by the Developer or in a new class then created by the Developer, and the provisions in this Declaration, except to the extent as is provided in the supplemental declaration in Developer's discretion, shall apply to the additional phases. Any common area included in any such additional phase as Developer elects to designate as common to all Owners in the Community shall be the responsibility of the Master Association. Developer reserves the right to access such additional development, if any, as Developer determines is appropriate. If Developer or any affiliate or any successor in interest elects to develop other land in the vicinity of the Community, such other land may or may not be developed, in such Developer's discretion, as an additional phase of the Community, and such other land may be developed as Developer or affiliate or successor sees fit.

22. **WETLAND; FLOOD PLAIN LINES; FLOODING; FILL:** Each Owner acknowledges that the wetland lines and flood plain lines shown on the Plat are approximate; further, each Owner acknowledges such Owner's responsibility for determining whether wetlands exist on such Owner's Lot in addition to those wetlands shown on the Plat. Pursuant to requirements set forth in permitting from the United States Army Corps of Engineers applicable to Protected Wetlands within the Community, Declarant has recorded a declaration of covenants, and all Owners shall adhere to the provisions thereof. Without limiting, and in addition to, the foregoing, no Owner of any Lot shall place fill in or excavate soil from any wetland area on said property. Further, no building shall be constructed within five (5) feet of any wetland. Each Owner acknowledges that Developer is not responsible or liable for any drainage, storm water discharge, flooding, etc., whether within or outside the confines of any easement areas, streets, or Lots or anywhere else. Each Owner acknowledges that such Owner's Lot may have been filled by Declarant or others and agrees that, irrespective of whether such Owner's Lot has been filled in whole or part, such Owner shall be responsible for determining the quality of soils on such Owner's Lot and the suitability thereof for construction and other purposes.

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

IN WITNESS WHEREOF, SDC, RV, and Developer, by and through their respective duly authorized representatives, have caused this instrument to be executed as of the day and year first above written.

SDC/RAVIN PROPERTIES, L.L.C.
An Alabama limited liability company

By: **ROWAN REALTY & DEVELOPMENT CO., INC.**
As a Manager

By:_____
Richard O. Rowan, as President

By: **ROBERTS DEVELOPMENT COMPANY, INC.**
As a Manager

By:_____
Ben Tom Roberts, as President

STILLWATER DEVELOPMENT CO., INC.

By:_____
BEN TOM ROBERTS, President

Attest:

_____
RICHARD O. ROWAN, Secretary

RAVIN DEVELOPMENT, L.L.C.

By:_____
JAMES RAY, as Manager

By:_____
JOE VINSON, as Manager

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned Notary Public, in and for said County in the said State, do hereby certify that RICHARD O. ROWAN, whose name as President of ROWAN REALTY & DEVELOPMENT CO., INC., as a manager of SDC/RAVIN PROPERTIES, L.L.C., an Alabama limited liability company, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the said conveyance, he, as said officer and with full authority, executed the same voluntarily for and as the act of the said corporation.

Given under my hand and official seal on this 2nd day of June, 2006.

Shawn S. Shaw
NOTARY PUBLIC
My commission expires: 5-10-08

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned Notary Public, in and for said County in the said State, do hereby certify that BEN TOM ROBERTS, whose name as President of ROBERTS DEVELOPMENT COMPANY, INC., as a Manager of SDC/RAVIN PROPERTIES, L.L.C., an Alabama limited liability company, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the said conveyance, he, as said officer and with full authority, executed the same voluntarily for and as the act of the said corporation.

Given under my hand and official seal on this 2nd day of June, 2006.

Shawn S. Shaw
NOTARY PUBLIC
My commission expires: 5-10-08

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that BEN TOM ROBERTS, whose name as President of STILLWATER DEVELOPMENT CO, INC., an Alabama 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, he, as such President and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand this the 2nd day of June, 2006.

Sharon S. Mott
NOTARY PUBLIC
My Commission Expires: 5-10-08

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that RICHARD O. ROWAN, whose name as Secretary of STILLWATER DEVELOPMENT CO, INC., an Alabama 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, he, as such Secretary and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand this the 2nd day of June, 2006.

Sharon S. Mott
NOTARY PUBLIC
My Commission Expires: 5-10-08

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that JAMES RAY, whose name as a Manager of RAVIN DEVELOPMENT, L.L.C., 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 for and as the act of said company.

GIVEN under my hand this the 2nd day of June, 2006.

Shawn S. Shaw
NOTARY PUBLIC
My Commission Expires: 5-10-08

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that JOE VINSON, whose name as Manager of RAVIN DEVELOPMENT, L.L.C., 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 for and as the act of said company.

GIVEN under my hand this the 2nd day of June, 2006.

Shawn S. Shaw
NOTARY PUBLIC
My Commission Expires: 5-10-08

THIS INSTRUMENT PREPARED BY:

Richard E. Davis, Esquire
DAVIS & FIELDS, P.C.
Post Office Box 2925
Daphne, Alabama 36526
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