Bill

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CERTIFY THIS INSTRUMENT WAS FILED AND TAXED

1997 DEC 18 P 1:45

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STATE OF ALABAMA

COUNTY OF BALDWIN

RESTRICTIVE COVENANTS FOR

RIVER MILL UNIT TWO

WHEREAS, R.M. DEVELOPMENT CORPORATION, an Alabama corporation, is the lessee of certain lots, parcels of land and real property known as RIVER MILL, UNIT TWO, and located in the County of Baldwin, State of Alabama, as more particularly shown by plat of River Mill, Unit Two, recorded on slide # S1784A, in the office of the Judge of Probate of Baldwin county, Alabama; and

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WHEREAS, said R.M. DEVELOPMENT CORPORATION, an Alabama corporation, is desirous of subjecting said lots, parcels of land and real property, and any all conveyances of the same, to the covenants, terms, conditions, restrictions and limitations hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, it is hereby agreed and declared that said property and each of said lots and parcels of land shall become subject to the following covenants, terms, conditions and restrictions effective the date hereof, that is to say:

1. All lots in the tract shall be known and described as residential lots and no lot shall be used except for residential purposes. No building or structure shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single-family dwelling, not to exceed two stories in height (except that an attic or a basement floor under the ground surface shall not be considered a story for this purpose) and a private garage or carport and other appropriate outbuildings incidental to residential use.

2. No building, structure or installed swimming pool shall be erected, altered, placed or permitted to remain on any residential lot until:

a. Two copies of the final building or construction plans, specifications and plot plans showing the location of each building, structure or pool have been submitted to and approved by the Architectural Control Committee for the subdivision as to conformity and harmony of external design with the existing or planned structures in the subdivision and as to location of the building, structure or pool with respect to topography and finished ground elevation; and

b. Such Committee shall have indicated its approval by causing one copy of said building or construction plans, specifications and plot plans showing the location of such building, structure or pool to be endorsed to such effect and signed by a majority of said Committee.

c. The approval, rejection or withholding of any approval by the Architectural Control Committee, of the plans, proposals and specifications and the location of all structures, and every alteration of any structure shall not be construed or interpreted as a representation or determination by the Architectural Control Committee that any building, plumbing, electrical code or other applicable governmental regulations or requirements have or have not been properly met by the Owner. Each Owner shall be responsible for obtaining all necessary technical data and to make application to and obtain the approval of the City of Fairhope, and any other appropriate governmental agencies prior to commencement of any work or construction.

3. The said Architectural Control Committee referred to herein shall be composed of Craig F. Dyas, M. Timothy Michael, Al Chance Sr. In the event of death or resignation of any one or more members of said Committee, the remaining member or members, as the case may be, shall have the full authority to approve and disapprove any of the above-mentioned plans, specifications, and/or plot plans and to have and exercise all authority herein granted and given unto said Committee, including the power and authority to appoint a successor to fill the vacancy created by the death or resignation of any member of said Committee. None of the members of said Committee shall be entitled to any compensation for services rendered pursuant hereto. The actions of the Committee shall be governed by majority vote.

4. All residential structures shall have their front entrances facing the front street lot line. All mail box posts, shall be of the same design and shall be acquired through the Architectural Control Committee or their designated vendor(s). All mail boxes shall be black and of standard size and shape. All lots, lawns and landscaping visible from the street shall be maintained in a neat and well cared for appearance.

5. The minimum floor area of any building or structure, exclusive of open porches, open carports and garages, shall contain not less than 1,450 square feet and the ground floor of any two story building shall not be less than 800 square feet, unless otherwise approved in writing by the Architectural Control Committee. For purposes of this paragraph 5, a basement floor or other area beneath the ground surface and/or an attic shall not be included in computing the designated minimum square footage.

6. No building shall be located on any lot nearer than 30 feet from the front lot line or any nearer than 8 feet to any side line unless otherwise approved in writing by the Architectural Control Committee.

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7. No asbestos shingles or concrete block shall be used on the exterior of any building or structure on any of said lots unless otherwise approved in writing by the Architectural Control Committee.

8. No air conditioning or heating unit, blower, tower condenser, water well or structure related thereto shall be erected, placed, constructed or permitted to remain between the side of any building or structure and the side lot line on which such building or structure is located unless the same is properly enclosed in conformity with the general architecture of the primary residential building or structure.

9. No trade or business activity or noxious or dangerous activity of any kind whatsoever shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance, nuisance, health hazard or safety hazard to the neighborhood.

10. No vehicle, trailer, tent, shack, garage or any other outbuilding on a lot shall at any time be used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence.

11. No recreational vehicle or boat shall be parked or stored on any lot closer to the street than the front wall of the house.

12. No fence, wall or other dividing structure shall be erected or placed on any lot closer to the street than the front wall of the house, unless otherwise approved in writing by the Architectural Control Committee. Absolutely no chain link fences are to be erected in any location, unless otherwise approved in writing by the Architectural Control Committee.

13. No animals, livestock or poultry of any kind shall be raised, bred, harbored or kept on any lot, except that the lessee may keep no more than an aggregate total of two dogs or household cats, provided that they are not kept for any commercial use or purpose, and provided further that they, or either of them, do not become an annoyance or nuisance to the neighborhood.

14. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste material shall not be kept on any lot except in sanitary containers. All incinerators, garbage cans and other equipment for the storage or disposal of such material shall be kept in a clean, sanitary condition and shall not be kept or maintained so as to be visible from the street in front of the lot or residence.

15. No sign or signboard of any kind shall be displayed to the public view on any lot other than signs of not more than 6 square feet each, as may be used by a builder while a residential building or structure or swimming pool is under construction on the lot or one of the same size if a house is being offered for sale.

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16. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind whatsoever shall be permitted upon any lot, nor shall oil wells, derricks, tanks, tunnels, mineral excavations, or shafts be erected or permitted to remain upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected or permitted to remain on any lot.

17. No lot shall be divided or resubdivided or reduced in size without the express approval of the Architectural Control Committee, in writing. However, any lessee of two or more adjacent lots may erect a residential building or structure in the middle (or thereabouts) of said lots so long as the covenants, terms, restrictions, conditions and limitations herein contained are otherwise complied with.

18. No clothes line or other outside apparatus for drying clothes shall be erected or permitted to remain on any lot unless completely concealed and enclosed and unless the same is located behind the residence and not closer than 50 feet from the front lot setback line.

19. Overhead electrical lines will not be permitted and no electrical service requiring installation of a pole will be permitted without prior approval of the Architectural Control Committee.

20. Each lessee of a leasehold property and purchaser of the improvements thereon in the subdivision shall join the River Mill Home Owners Association. Each lessee shall be required to pay an annual fee to the Association. Initially, this fee shall be $125 per year. The Association shall be responsible for, and the fees shall be used for, the maintenance of common areas, including, but not limited to, the entranceway, planted areas and retention ponds. The level of this fee shall be reviewed by the Board of Directors of the Association, as needed. The initial Board of Directors of the Association shall consist of the members of the initial Architectural Control Committee. None of the members of the Association or the Board of Directors shall be entitled to any compensation for services rendered pursuant hereto. The Association shall have meetings annually.

21. Each lessee of a leasehold property and purchaser of the improvements thereon in the subdivision shall by acceptance of a deed, lease and/or bill of sale thereto or the signing of a contract or agreement to lease the same, whether from declarant or a subsequent lessee, binds himself, his heirs, personal representatives, and assigns, to pay all charges and assessments as shall be determined and levied upon such lot and/or lessee by the River Mill Home Owners Association, including interest on such charges and assessments and collection costs thereof, if any, including attorneys' fees; and the obligation to pay such charges, assessments, interest and costs thereby constitutes a lien and an obligation running with the land.

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22. All liens herein provided for shall be enforceable by appropriate legal proceedings, in the manner provided by law. No proceedings for enforcement of any such lien or liens shall be commenced except upon the expiration of two (2) months from and after the date the charge or assessment giving rise to such lien becomes due and payable.

23. Liens of first mortgages placed upon any of said leasehold improvements for the purpose of constructing a residence or other improvement on a leasehold property and recorded in accordance with the laws of the State of Alabama, shall be, from the date of such recordation, superior to any and all liens provided for herein. Declarant may, if requested, execute instruments to subordinate any and all liens provided for herein to such liens of first mortgages.

24. The covenants, terms and conditions, restrictions and limitations herein contained are to run with the land and shall be binding upon all parties and all persons claiming under them and shall inure to the benefit of, and shall be binding upon their, and each of their, heirs, executors, administrators and assigns.

25. No lot shall be leased or demised at any time hereafter, except subject to the covenants, terms, conditions, restrictions and limitations herein contained; and any lease or demise of the property shall be absolutely subject to the covenants, terms, conditions, restrictions and limitations herein contained, which shall run with and be appurtenant to the land and every part thereof, as fully as if expressly contained in proper and obligatory covenants or conditions, in each and every contract and lease of, or concerning any part of, the land or conveyance of the improvements to be made thereon.

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26. If the parties hereto, or any of them, or any of their heirs, executors, successors, administrators or assigns, or any such future lessee or lessees of any property and owner or owners of the improvements thereon within the subdivision or any of their heirs, executors, successors, administrators or assigns, shall violate or attempt to violate any of the covenants, terms, conditions, restrictions and/or limitations herein contained, it shall be lawful for any person or persons leasing 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 the same to prevent such person or persons violating or attempting to violate the same to prevent such person or persons from so doing, or to recover damages for such violations or attempted violations.

27. Invalidation of any of these covenants, terms, conditions and/or limitations, or any part thereof, by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

28. Any one or all of the covenants, terms, conditions, restrictions and/or limitations set forth herein may be annulled, amended or modified at any time by an instrument executed by the lessees of not less than ninety percent (90%) of the leasehold properties in said subdivision, which said instrument shall be acknowledged by each of the persons signing the same and shall be filed and recorded in the office of the Judge of Probate of Baldwin County, Alabama, provided however, that no annulment, amendment or modification shall place an additional burden or restriction on any lot in said subdivision the lessee of which does not join in said amending instrument.

IN WITNESS WHEREOF, R.M. DEVELOPMENT CORPORATION, an Alabama corporation, has caused this instrument to be executed on the 17th day of December, 1997.

R.M. DEVELOPMENT
an Alabama corporation

By: _____
Craig F. Dyas
Its: President

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STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned Notary Public in and for said State and County, hereby certify that Craig F. Dyas, whose name as President of R.M. Development 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 said instrument, that he as such officer and with full authority executed the same voluntarily for and as an act as said corporation on the day the same bears date.

Given under my hand and seal this the 17th day of December, 1997.

_____
NOTARY PUBLIC
My Commission Expires: 4/2/2001