DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
ERRYBANE ACRES, PHASE I

KNOW ALL MEN BY THESE PRESENTS, that DARRELL PORTER, hereinafter referred to as "Developer", owner of the following described real property located in Baldwin County, Alabama, to-wit:

> All the lots in Errybane Acres, Phase I, a subdivision according to the plat thereof recorded on Slide #1840 B in the office of the Judge of Probate, Baldwin County, Alabama.

desiring to restrict the use and occupancy of each and all of said lots, for the benefit of all the present and future owners, to promote the development thereof, and to enhance the aesthetic qualities of the subdivision for the mutual benefit of all lot owners, does hereby restrict use and occupancy of all lots as follows:

1. All lots shall be used solely for single-family residential purposes and shall not be used for commercial trade, public amusement, entertainment, or business purposes of any nature.

2. No structure shall be erected, altered, placed or permitted to remain on any lot other than one single-family detached, permanent dwelling with a private double garage (garage doors shall be a minimum of 16 feet wide or two single garage doors of matching size) in conformity with the architectural design of the main residential structure. The exterior of said structure to be at least 70% brick and may have 30% wood or vinyl siding (no total vinyl homes). Any permitted detached structures shall be set back so that the front thereof is no closer to the front (when the word "front" is used herein to describe a particular side or end of a lot, same shall refer to that side or end of the lot common to the street shown on the subdivision plat which it abuts) lot line than the front of the residential structure. No structure of a temporary character, house trailer, mobile home, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence, either temporary or permanent. No building erected or constructed on any lot shall exceed 2½ stories in height and shall contain a minimum of 1400 square feet of living area (exclusive of porches and garages). No structure, new or used shall be moved to any lot or at any time used as a residence. Only conventional on-site construction using new materials shall be permitted. All roofs shall have a minimum of 6/12 pitch and shall be wood, clay tile, metal, asphalt or fiberglass shingles and shall also be subject to the Developer's approval.

3. No buildings, fence, mailbox or structure of any kind shall be erected, constructed, placed or permitted to remain on any lot until the construction plans, specifications, exterior color chart and a plot plan showing the location of such buildings, fence or structure have been approved and by the Developer until all lots and adjoining lands presently owned by the Developer are sold.

4. No residential structure (or permitted detached structure) shall be located on any lot nearer than 25 feet to the front lot line; nearer than 8 feet to any side lot line; nearer than 20 feet to any side street line; nor nearer than 30 feet to the rear lot line. No

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driveway or other improvements shall be located nearer than 5 feet to a side lot line; nor nearer than 10 feet to a rear lot line.

5. No noxious or offensive activities shall be carried on or upon any lot, and nothing shall be done on or upon any lot that may be or become an annoyance or nuisance to the neighborhood. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers and shall be picked up by proper authorities on a regular basis. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

6. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that not more than two dogs, cats or other household pets, may be kept; provided that they are not kept, bred or maintained for any commercial purpose and do not constitute an annoyance or nuisance to the neighborhood.

7. No individual sewage disposal system shall be permitted on any lot and all residences shall be connected to the central sanitary sewage disposal system extended throughout the subdivision.

8. Any construction commenced upon a lot shall be pursued diligently and completed in all events within 6 months.

9. All structures and improvements shall be designed so that the rear, as well as the front, is attractive, neat and orderly in appearance, and all structures, yards, drives and landscaping shall be maintained in an attractive, neat and orderly appearance at all times.

10. A general utility easement 5 feet in width along all lot lines and 10 feet along rear lot lines of each lot for purpose of installation and maintenance of public utilities and drainage facilities is hereby reserved. Within such easements, no structures, planting or other materials of a permanent nature shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of such utilities, or which may change the direction or flow of drainage channels in the easements, or obstruct or retard the flow of water through any such drainage channels. The easement area of each lot and all improvements within same shall be maintained continuously by the lot owner, except for those improvements for which a public authority or utility company is responsible. In the event the easements herein provided for are less than that indicated upon the recorded plat of the subdivision, the easement reflected upon the recorded plat shall govern.

11. All lots shall be conveyed as a whole and no re-subdivision of any lot is permitted.

12. Except for the temporary parking by visitors; cars, trucks, off-the-road vehicles, jeeps, beach buggies, race cars, boats, campers, trailers, tractors, and other vehicles shall not be parked anywhere, temporarily or permanently, except in garages or otherwise enclosed or camouflaged areas to the rear of the back line of the main residential dwelling. Parking shall occur within a garage or on a concrete driveway, and not along the roadway in front of the residence or in the yard of a residence. No tractor and tailer rigs or any commercial

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vehicles over 2 axles shall be kept on any lot at any time.

13. No fence shall be erected nearer to the front lot line of the lot than the front line of the residential structure and any such fence shall be of chain-link, wood, or other decorative material, shall be in conformity with the architectural design of the residential structure and shall not exceed six feet in height. Growing hedges may be used as fences on the front, side and rear of the property, but shall not exceed three feet in height when located nearer to the front lot line of the lot than the front line of the residential structure.

14. All garbage and trash containers, oil tanks, bottled gas tanks and the like shall be hidden from view from all streets, and all outside clotheslines or other items detrimental to the appearance of the subdivision shall not be permitted except that a clothesline which is to the rear of the back line of the residential structure shall be permitted.

15. All driveways shall have the authority to waive in writing minor deviations or grant variances from the provisions of the restrictive covenants where it is clearly demonstrated by the lot owner or other person requesting same that doing so will not impact adversely upon the aesthetic qualities of the proposed improvements, the lot upon which same is located and the subdivision as a whole. Developer shall not in any way or manner be held liable to any lot owner or any other person or entity for its good faith exercise of the discretionary authorities conferred by this section. Developer specifically reserves the right to use any lot or a portion of any lot which Developer may at that time own, for the purpose of extending or installing a street for subdivision development on adjoining land. This right shall not extend to any party other than the herein named developer of Errybane Acres, Phase I without a recorded document so stating signed by the herein named Developer.

16. These covenants shall run with the land, shall be deemed a part of all deeds and contracts for conveyance of any and all lots in the subdivision and shall be binding upon all parties and all persons claiming under them for a period of twenty years from date these covenants are recorded, after which time these covenants shall automatically be extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots in the subdivision has been recorded agreeing to change said covenants in whole or in part; provided, however, that at any time during the force and continuance of these covenants the then owners of at least two-thirds of the lots in the subdivision may, by written instrument recorded in the public records of Baldwin County, Alabama, modify, amend, or waive compliance with same.

17. Enforcement of these covenants shall be by proceedings at law or in equity by Developer, his successors and assigns, or by any lot owner in the subdivision against any person or persons violating or attempting to violate any covenant hereof, and said action may seek either to restrain the violation of any covenant or to recover damages therefore; provided, however, that no violation shall ever work a reverter or forfeiture of title. In any such action or proceeding, the prevailing party shall be entitled to recover reasonable attorney's fees and

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costs. Developer shall not in any way or manner be held liable for failure to enforce the conditions and restrictions herein contained or to any lot owner or any other person or entity for any violation of the restrictions set forth herein by any lot owner other than itself.

18. Invalidation of any of these covenants and restrictions or portions thereof by judgment or court order or otherwise, shall in no way affect the validity or enforceability of any other provision hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal on this the 15th day of September, 1998.

DARRELL PORTER (SEAL)

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that DARRELL PORTER, whose name 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, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 15th day of September 1998.

Notary Public,

MY COMMISSION EXPIRES Sept. 4, 2001

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10.00

DEED TAX
RECORDED IN MISC BOOK 751-54