

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR SPANISH FORT ESTATES, TWENTY-FOURTH ADDITION

RECITALS:

(1) DPLL, INC. (The "DEVELOPER") is the owner of that certain real property located in Baldwin County, Alabama described as follows:

Spanish Fort Estates, TWENTY-FOURTH Addition, as per plat thereof recorded in the office of the Judge of Probate of Baldwin County, Alabama, in slide 2058A,

(Sometimes herein referred to as the "PROPERTY").

(2) DEVELOPER has caused the PROPERTY to be subdivided into residential lots in the manner indicated on the plat.

(3) DEVELOPER desires that all lots in the subdivision be held, sold and conveyed subject to this DECLARATION.

NOW, THEREFORE, DEVELOPER hereby declares that all of the PROPERTY shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the PROPERTY and be binding on all parties having any right, title or interest in the PROPERTY or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

A. The Restrictions set forth herein are made for the mutual and reciprocal benefit of each and every part of the PROPERTY and are intended to create mutual, equitable servitude upon the PROPERTY, to create reciprocal rights between the respective owners and future owners of the PROPERTY, and to create a privity of contract and estate between the grantees of the PROPERTY, their heirs, successors and assigns. ALL PROPERTY shall be held, transferred, sold, conveyed, used, leased, occupied, mortgaged or

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otherwise encumbered subject to all the terms and provisions of this DECLARATION.

B. No lot may be improved, used or occupied for other than private single-family residential purposes, and no flat, duplex or apartment house or group apartment, though intended for residential purposes, may be erected thereon. Any residence erected or maintained on any lot may be designated by occupancy by a single family. No noxious or offensive trade or activity shall be carried on upon any lot in the subdivision nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.

C. No building shall be erected, placed or altered on any lot in the subdivision until the building plans, specifications and plat plans showing the location of such building have been approved in writing as to the conformity and harmony of external design with existing structures in the subdivision, and as to the location of the building with respect to topography and finished ground elevation, and as to direction in which the front of said building faces, by an ARCHITECTURAL COMMITTEE of two (2) to be designated by DEVELOPER. The copy of such building plans, specifications and plot plans submitted to the ARCHITECTURAL COMMITTEE will be returned to the owner thereof and shall be retained by such owner. In the event of death of or resignation of one of the members of the ARCHITECTURAL COMMITTEE, the remaining member shall have full authority to approve or disapprove such design and location or to designate a representative of like authority. DEVELOPER may at any time remove any member of the ARCHITECTURAL COMMITTEE or replace any member or name a new member in place of any member who has resigned or died. Notice of disapproval shall be by certified or registered letter addressed to the lot owner submitting such plans and specifications, addressed to his last known address. Such

notice will set forth the elements disapproved and the reasons therefor. Such notice need not, however, contain any suggestions as to the method of correcting the matters and things disapproved. In lieu of notice by certified or registered mail, such notice may be given in writing to the submitting party in person. The judgment of the ARCHITECTURAL COMMITTEE shall be final.

D. Except as may be otherwise provided in this instrument or on the plat of the subdivision, no building or any part thereof, exclusive of steps, shall be located on any residential lot in the subdivision nearer any property line than is shown on the recorded plat of SPANISH FORT ESTATES, TWENTY-FOURTH ADDITION. In the event one building is constructed on two adjacent lots, the building may occupy the adjacent ten (10) foot side lot spaces of the two (2) lots. 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, except that where a lot is subdivided, and all of the parts thereof are combined with adjacent entire lots, a building may 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 the subdivided lot, and each resulting combined lot shall be subject to these restrictions as fully and completely as if shown on the plat of the subdivision as a single lot. The ARCHITECTURAL COMMITTEE may waive or grant a variance in writing as to all setback lines at any time prior to the actual filing of a legal proceeding regarding a violation or encroachment thereof so long as said variance does not conflict or violate any planning or zoning regulations imposed by any government authority.

E. No animals, livestock or poultry of any kind, other than house pets, shall be kept or maintained in any part of the subdivision. Dogs, cats and other house pets in a total number not exceeding four may be kept on each lot provided they are not kept,

bred or maintained for any commercial use or purpose.

F. No fence or wall higher than four (4) feet shall be located nearer the front property line of any lot than the front setback line shown on the recorded plat of SPANISH FORT ESTATES, TWENTY-FOURTH ADDITION. This restriction shall not include hedges, which may be grown to a height of five (5) feet provided the hedge is located no closer to the front property line than the setback shown on the recorded plat of SPANISH FORT ESTATES, TWENTY-FOURTH ADDITION. No chain-link or cyclone fence shall be permitted if visible from any street.

G. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling, which shall not be more than two and one-half (2-1/2) stories in height and shall, if it be one story in height, have a living area of at least two thousand (2,000) square feet, and, if it be two or two and one-half stories in height, shall have a living area of at least two thousand two hundred (2,200) square feet, exclusive of basements, open porches and garages, provided, however, that a detached garage, servants' quarters or other outbuilding may be erected and permitted to remain on any lot. All residential improvements built on a lot shall contain a double carport or double garage. All double carports shall not be visible from the street. All driveways must be surfaced with concrete or other suitable material as approved by the ARCHITECTURAL COMMITTEE and shall be maintained in good condition and repair at all times.

H. None of the restrictions herein set out shall operate as a cloud upon the title to any of the properties to which the restrictions relate nor shall any breach or violation of said restrictions cause a forfeiture of title.

I. Easements shown on the recorded plat of the subdivision are hereby adopted as a part of these restrictions, and all lots in

the subdivision shall be subject to such easements. The undersigned reserves unto itself and its successors and assigns the right and easement to construct, install, maintain and repair power, water, gas, sewer, telephone and other utility lines and facilities and drainage ditches, in, on, over and under the streets and roads shown on said plat and the areas or any of the areas designated on said plat for drainage and/or utility easements, with full right of ingress and egress to and from said streets and roads and areas 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 or all of such things and to grant to others such easements, rights and privileges as the undersigned may deem appropriate or convenient in connection therewith.

J. No house trailer shall be brought on any lot or parked in the subdivision, and no trailer, tent, shack, garage, barn or outbuilding of any type erected on a lot covered by these restrictions shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary nature be used for human habitation, except that servants' quarters may be occupied by the servants of the occupant of the main dwelling on the lot on which the servants' quarters are located.

K. No boat, boat trailer, motor home, camp vehicle, other inoperable cars, house trailer or other similar property shall be stored on any of the PROPERTY if visible from any right-of-way.

L. No satellite dish larger than 18" or towers may be erected or maintained anywhere upon the PROPERTY.

M. At the beginning of occupancy of any dwelling, there shall be grass established in each square foot of lawn area from the front line to a line twenty-five (25) feet behind said dwelling and there shall also be at such time appropriate foundation plantings around the front of said dwelling with a minimum of twenty-four

(24) twelve (12) to eighteen (18) inch, or twelve (12) eighteen (18) to twenty-four (24) inch shrubs.

N. Each dwelling or other building shall be completed within nine (9) months after construction of such dwelling or other building is begun unless completion is prevented by conditions beyond the control of the owner.

O. It is the hope of DEVELOPER that no historic breastworks, fortifications or trenches which may be located on any lot shall be removed or in any way altered without just cause.

P. All mail boxes shall be constructed of brick or other suitable material and shall be decorative as approved by the ARCHITECTURAL COMMITTEE.

Q. DEVELOPER agrees to install at his expense, for a period of two years from the date hereof, and upon the request of the lot owner, a street light. This light will be located next to the nearest available transformer within the public ways of SPANISH FORT ESTATES, TWENTY-FOURTH ADDITION. Thereafter, DEVELOPER shall have no obligation to pay any electric bills, and all bills for electric use and for the maintenance, repair and replacement of the aforesaid street light shall be the obligation of the lot owner.

R. Unless otherwise approved by the ARCHITECTURAL COMMITTEE in writing, each owner shall be responsible for and pay the expense of the secondary residential electrical service to his lot, which shall be underground. All service between any building or other areas of the lot shall likewise be underground and shall be the expense of said lot owner. In addition, each owner shall be responsible for and pay the expense of any other utility service to his lot. The utility service falling outside of the boundaries of the lot may not be underground.

S. No lot shall be used or maintained as a dumping ground for rubbish. Lot owners shall maintain all ditches and open drainage

areas located on the lot owners lot free from dirt, debris, garbage or trash. 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 any street.

T. Each lot owner shall be responsible for building, at his expense, a concrete sidewalk. Such sidewalk must be completed prior to certificate of occupancy and in compliance with the ARCHITECTURAL COMMITTEE specifications.

U. In order to prevent soil erosion during new home construction, it is the responsibility of the lot owner/designated contractor to erect and maintain either silt fences or hay bales, or a combination of both. In the event the lot owner/contractor does not comply with this restriction, the developer reserves the right to do so. In either case, the cost of this requirement is to be born by the lot owner or designated contractor.

V. These restrictions are to run with the land and shall be binding upon all parties and persons claiming under them until October 1, 2031, at which time, said restrictions shall be automatically extended for successive periods of ten (10) years unless thereafter persons owning not less than fifty percent (50%) of the PROPERTY in the subdivision (measured by the front footage of said PROPERTY as shown on the plat of the subdivision) shall be instrument in writing annul, amend or modify the same in whole or in part. Front footage shall in the case of lot owners owning lots with boundaries on more than one street be calculated and determined by the single boundary on whichever street touching said lot may be the larger along its line.

IN WITNESS WHEREOF, the undersigned, being the DEVELOPER herein, has caused this instrument to be duly executed on this the 10th day of October, 2001.

DEVELOPER:

DPLL, INC.  
an Alabama Corporation

BY: David B. Fuller, Jr.  
DAVID B. FULLER, JR.  
Its: President

STATE OF ALABAMA :

COUNTY OF BALDWIN:

I, the undersigned authority, a Notary Public, in and for said State and County, hereby certify that DAVID B. FULLER, JR., whose name as President of DPLL, INC., 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, 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 on this 10th day of October, 2001.

Gloria H. Anthony  
NOTARY PUBLIC  
My Commission Expires:  
NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Oct 29, 2003  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

THIS INSTRUMENT PREPARED BY:  
MINETTE BAY DEVELOPMENT CO., L.L.C.  
1 SPANISH MAIN  
SPANISH FORT, AL 36527



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

2001 October -10 2:39PM

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Instrument Number 621002 Pages 8  
Recording 24.00 Mortgage  
Deed Min Tax  
Index DP 1.00  
Archive 3.00  
Adrian T. Johns, Judge of Probate