

FAIRFIELD PLACE

DECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that FAIRFIELD FINANCIAL, L.L.C., an Alabama limited liability company, (hereinafter referred to as the "Developer"), as the owner of the real estate property situated in Baldwin County, Alabama, as hereinafter described, does hereby fix, establish and declare the following restrictive covenants relative to the use and development of the Lots in the hereinafter described Property.

1. **PROPERTY COVERED:** The real property which is and shall be held, conveyed, transferred, sold, used and occupied subject to the liens, charges, rights, limitations, conditions, covenants, reservations, easements and restrictions contained herein is described as follows:

Fairfield Place, Unit V, Lots 125 through 166, according to plat thereof recorded at Slide No.2047-A of the Baldwin County, Alabama, Probate Court Records.

All of the foregoing property is herein referred to as the "Property" and, as herein used, "Lot" or "Lots" shall refer to the foregoing Lots 125 through 166 unless otherwise specifically specified.

2. **PURPOSE OF DECLARATION:** The purpose of this Declaration is to insure the best use and most desirable development and improvements of the Property for residential purposes only; to protect the declarant and future owners of Lots against such improper use of the surrounding Property as to depreciate the value of their Lot; to preserve, so far as practicable, the natural beauty of said Property, to guard against the erection thereon of poorly designed structures or structures built of improper or unsuitable materials; and, in general, to protect and enhance the value of investments made by purchasers of Lots therein.

3. **PERMITTED USES AND STRUCTURES:** All Lots in the subdivision and every one thereof are hereby declared to be residential Lots and no Lots shall be used except for single-family purposes, and no duplex, apartment house or condominium may be erected thereon. All buildings and structures erected on any Lot shall be of new construction and no building or structure shall be moved from any other location onto any Lot. No building or structure shall be erected, altered, placed or permitted to remain on any Lot other than a single-family dwelling not to exceed two and one-half (2 1/2) 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 garage, a servants' or guests' quarters, and other appropriate structures incidental to residential use. All dwellings must contain a garage which shall not have a flat roof; said garage shall be for not more than four (4) automobiles and shall be so located that the entrance does not face any street, except in the case of corner Lots, and then only with the written approval or the Architectural Control Committee. Nor carports will be allowed.

4. **ARCHITECTURAL CONTROL COMMITTEE:** No building, fence, wall, private road, driveway, installed swimming pool, or other structure shall be, at any time, erected, altered, remodeled, reconstructed, added to, placed or permitted to remain on any Lot until:

(a) No construction of any improvement shall be commenced on, in or within the Property until the primary contractor to perform such construction shall have been approved in writing by the Architectural Control Committee (hereinafter referred to as "Committee"), it being the intent thereof to assure quality construction by reputable and/or experienced contractors as determined by this Committee in its sole discretion. In the event that the Committee fails to approve or disapprove a written request for the approval of a primary contractor to perform such construction within twenty (20) days after written request is submitted to it, such approval will not be required and the provisions of this paragraph will be deemed to have been fully complied with.

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(b) Two (2) complete sets of final building or construction plans, specifications, and plot plans showing the location of each building, fence, wall, private road, driveway (in this case also showing the course and width of same), pool, or other structure are submitted to and approved in writing in all respects by the Committee, which initially shall be composed of Paul C. Monroe, Lowry M. Lomax, Pat Achee, Pat Loftus, and John Eckenstaler. Said plans shall be prepared by a qualified architect, engineer, or draftsman, 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 elevation and finished ground elevation of the structure, and (iii) the habitable area square footage as defined in paragraph 5 hereof. Approval shall be limited to outward appearance only and shall not include any responsibility or authority to review for structural soundness, interior design, compliance with building or zoning codes or standard, 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 to the Committee in care of its authorized representative Paul Monroe, P.O. Box 531, Fairhope, Alabama 36533, together with a fee in the amount of \$400.00 (per Lot) which will be paid by Lot owner or the Lot owner's builder.

The Developer reserves the specific right and authority to appoint all members of the Committee until such time as the Developer has sold and conveyed all Lots within Fairfield Place, and all Lots within units added, if any, to Fairfield Place, such as in Unit III, Unit IV, and Unit V; however, upon the occurrence of such event, the Committee shall be appointed by the Board of Directors for the Association (as hereinafter defined).

Committee 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.

(c) Plans shall be submitted to the Committee prior to construction and one (1) copy shall become the property of the Committee without cost. Said Committee shall have indicated its approval by causing one (1) copy of the said building or construction plans, specifications and plot plan to be endorsed to such effect and signed by a representative for said Committee, which approved set shall be retained by the builder or homeowner.

The quality and attractiveness of every improvement must meet the standards of the Committee. The Committee is hereby granted broad discretion in judging the compatibility of proposed improvements. The Committee 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 its opinion, 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 or other structure, and of the materials of which it is to be built, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effects of the building or other structure as planned, on the outlook from the adjacent or neighboring property and Buyer, his Purchaser, successor or assigns, shall abide by the decision of the Committee on all plans whether submitted by Buyer, its Purchaser, successor or assigns, or any other person or entity.

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

In the event said Committee fails to approve or disapprove such plans, specifications and plot plan within thirty (30) days after same have been submitted to it, such approval with not be required, but such Lot shall be and remain in all other respects, subject to these covenants. If such plans and specifications are disapproved, written notice of such disapproval shall be given to the submitting Lot owner in person or by U.S. Mail, addressed to the Lot owner at the address furnished by him with the plans and specifications. Such notice will set forth the elements disapproved and the reasons therefore but need not contain any suggestions as to corrective measures to be taken.

Upon submission of a written request for same, the Committee may, from time to time, in its sole discretion, permit owners to construct, erect or install improvements which are in variance from the covenants, restrictions or architectural standards which are provided in this Declaration or the applicable restrictive covenants. In any case, however, such variances must, in the Committee's sole discretion, blend effectively with the general architectural style and design of the community and must not detrimentally affect the integrity of the Property, nor harmony with the natural surroundings. Written requests for variances shall be deemed to be disapproved if the Committee has not expressly and in writing approved such request within thirty (30) days of the submission of such request. No member of the Committee shall be liable to any owner for any claims, causes of action or damages arising out of the grant of any variance to an owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any owner shall not constitute a waiver of the Committee's right to strictly enforce the covenants, restrictions and architectural standards provided hereunder against any other owner.

THE FOLLOWING ARE REQUIRED OR DISALLOWED:

WINDOWS: No mill finish aluminum windows shall be allowed.

FOUNDATION: Concrete or concrete block shall not be exposed as a result of a slab or pier foundation. They must be faced or covered to Grade or below Grade with Brick, Stucco, or other exterior materials acceptable to the Committee.

ELEVATION: First floor elevation at the front of the house must be a minimum of 18" off finished grade on a Lot sloping down from the street; if Lot is level or sloping up from the street, the elevation must be located a minimum of 18" off finished grade, unless otherwise approved by the Committee. Notwithstanding the foregoing, the first floor shall have at least an elevation of 73 feet above mean sea level.

CEILING HEIGHT: All ceilings must have a minimum height of at least nine (9) feet.

DOORS: Storm doors are not allowed on the front of the house.

CHIMNEYS: Externally exposed chimneys shall either be constructed of or faced with brick or other approved material.

DRIVEWAYS: All driveways shall be surfaced with concrete, brick or other similar hard surfaced material. No asphalt driveway will be permitted.

TREE OR UNDERBRUSH REMOVAL: Prior to approval of a Property Owner's final draw-up or plans by the Committee, no trees or underbrush may be removed without the written consent of the Committee.

5. **TYPE AND SIZE OF BUILDING:**

(a) On Lots 125 through 166, specifically, the following shall apply:

- (i) Each residence shall have not less than 2,250 square feet of enclosed livable area;
- (ii) The ground floor of the main structure, exclusive of open porches and garages, shall not be less than 2,250 square feet of enclosed livable area in a one-story structure and 1,300 square feet in the case of a one and one-half (1 1/2) story structure; 1,300 square feet in the case of a two-story structure; and 1,300 square feet in the case of a two and one-half (2 1/2) story structure.

(b) Enclosed Livable Area. The "enclosed livable area" is defined as that area of the building that is completely enclosed and protected from the weather and intended as the living areas of the residence. Areas protected only by curtains or by screens of any form, or any combination thereof, shall not be computed as a portion of the enclosed livable area. The square footage area of the enclosed livable area shall be measured between the outside surfaces of the enclosing surfaces of the enclosing walls.

(c) Covered Porches. None of the square footage of actual useable floor area of any screened and/or open porch which is covered by the permanent roof of the main structure, shall be included in computing the enclosed livable area.

(d) Areas Not Considered. The areas contained within any garage, deck, patio, storage area below the main floor level or unfinished basement floor or outbuilding, shall not be considered in computing the required enclosed livable area.

6. **BUILDING LOCATION:** No building on any Lot shall be located nearer than thirty (30) feet from the street as noted on the recorded plat, nor more than thirty-five (35) feet greater than the minimum setback line, without the written approval of the Committee. No building shall be located nearer than eight (8) feet to an interior Lot line. No dwelling shall be located on any Lot nearer than thirty-five (35) feet to the rear Lot line.

7. **ROOFS:** Flat roofs are not allowed except as approved by the Committee. Roof must blend with and reflect the same quality as the main structure. The Committee shall have final approval of roof materials and colors. Minimum roof pitch is 8/12 (8 foot vertical rise for every 12 horizontal feet) unless specifically approved by the Committee.

No plumbing or heating vent shall be placed on the front side of the roof. All vents protruding from roofs shall be painted the same color as the roof covering.

8. **LANDSCAPING:** The Committee must approve appropriate landscaping for all areas between the front of any residence and the street. All landscaping plans must be submitted to the Committee at least two (2) weeks prior to any commencement of landscaping work.

9. **FENCES:** Fences or hedges shall not be placed nearer to the street than the front of the dwelling, with the exception of fencing or hedges around heating and air conditioning equipment which must be properly screened as described in Section 12 below. In the case of a corner Lot, no fencing can be located nearer to a side street than the building set back line as shown on the recorded plat. Type and location of fencing or walls must be approved by the Committee prior to placement upon any portion of any Lot and must be in conformity with the main structure and the subdivision. Chain link fencing will not be allowed. Each Lot owner shall be responsible for maintaining all privacy fences located on said Lot owner's Property; and privacy fences are not permitted across the rear of any Lot located adjacent to Fairfield Lake and/or Cowpen Creek and/or Bishop Creek. Any fence located on the rear Lot line of any Lot located adjacent to Fairfield Lake and/or Cowpen Creek and/or Bishop Creek shall not exceed 42 inches (42") in height. Any fence located on a side Lot line of any Lot located adjacent to Fairfield Lake and/or Cowpen Creek and/or Bishop Creek shall not exceed 42 inches (42") in height for a distance of forty (40) feet from the said Fairfield Lake and/or Cowpen Creek and/or Bishop Creek.

10. **STORAGE SHEDS:** No storage sheds, metal buildings or detached structures shall be permitted upon any Lot except with the prior written approval of the Committee. Exterior design of said structures must be in harmony with the main structure and the subdivision. Said structures must be located in the rear portion of the yard. Said location to be approved by the Committee.

11. **MAILBOXES:** Every Lot owner shall use a standardized mailbox to be constructed at the Lot owner's expense. Developer is to provide Lot owner with design and material information for said mailbox which shall be exclusively used by Lot owner.

12. **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 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 the Committee.

Garbage containers shall be kept in a clean and sanitary condition. In no event shall any clothes lines be erected or permitted on any Lot.

All outside radio and T.V. antennas shall be installed in such a way as not to be offensive from any street. Antennas shall be placed on the back side of the chimney where possible; otherwise, they shall be placed on the back side of the roof. Any satellite dish must be concealed behind a privacy fence or hedge such that the satellite dish will not be visible from any street, or from the adjacent Lots, and said satellite dish shall not be located in a front yard. Only compact dishes with diameters of 48 inches or less shall be allowed.

13. **OUTDOOR LIGHTING:** No mercury vapor lights or other outside lights shall be permitted on any Lot without the prior written approval of the Committee. Committee approval of outside lighting can later be withdrawn if it creates a nuisance to neighbors.

14. **STORAGE OF VEHICLES AND TEMPORARY DWELLINGS:** No trailer, mobile home, barn, tent, garage, or any other outbuildings 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. No trailers, mobile homes, habitable motor vehicles, campers and/or trailers or boats of any nature shall be kept on or stored on any part of a Lot except within a fully enclosed garage or behind fencing or shrubbery not visible from any street, in a manner approved by the Committee. No tractor, trailer, motor vehicle, habitable motor vehicle or boat shall be parked, stored or allowed to stand upon any street in the Property or in the front yard of any residence for a period of more than eight (8) hours.

15. **SIGNS:** No sign or signboard of any kind, including, but not limited to, commercial "For Sale", rent, political and similar signs shall be displayed to the public view on any Lot except one (1) professional sign not more than four (4) square feet in size, except during the construction period, one (1) additional sign may be erected by the builder and a security service sign shall also be allowed when applicable. This restriction excludes the Property entrance sign and signs erected by Developer.

16. **SWIMMING POOLS:** No swimming pool shall be constructed, placed, altered or maintained upon any Lot without the prior written approval of the Committee 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 the location thereof approved by the Committee. Swimming pools shall be constructed and located in a manner that does not allow the overflow to drain onto or across adjacent property.

17. **PERMITTED ANIMALS:** No animals, livestock or poultry of any kind shall be raised, bred, harbored or kept on any Lot except that the owner may keep three (3) domesticated household pets. No such pets shall be kept for any commercial purpose, and any such pets may be kept only so long as they or any of them do not become an annoyance or nuisance to the neighborhood. All pets shall be kept under the close supervision of their owners, kept behind a fence when not on a leash, and in compliance with all applicable laws, rules, regulations and ordinances, including, but not limited to, health, safety and leash laws.

18. **UTILITIES:** All electrical, cable and telecommunication lines located upon the Property, other than those existing on the date of this Declaration, shall be installed and maintained underground. All electrical lines to any structure such as gazebo, outbuilding, pole, or any outside fixture on any Lot must be underground.

19. **CONSTRUCTION PERIOD:** Construction equipment access to the Lot shall be limited to the permanent driveway location. A waste container must be kept on site during the period of construction. The construction site must be kept reasonably clean, and the Developer reserves the specific right and authority after proper notice to the builder to have any site cleaned at the owner's expense. Construction on any Lot shall be completed within a reasonable time from date of the actual commencement of construction. Reasonable time, as used herein, shall mean the normal time consumed to construct a residence of similar design in similar subdivisions in the City of Fairhope, Alabama, but in no case more than nine (9) months unless special hardship waiver is granted by the Committee.

20. **OFFENSIVE ACTIVITIES, ETC.:** No trade or business activity of any kind, nor noxious, offensive or dangerous activity of any kind whatsoever shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance, nuisance, health hazard, or safety hazard to the neighborhood.

21. **HOMEOWNERS ASSOCIATION:** There shall be formed a homeowners association called "Fairfield Place Homeowners Association, Inc. (the "Association"). The Association will hold title to the Common Areas (including, but not limited to, the dam and spillway located within the Common Area and adjacent to Fairfield Lake, Cowpen Creek, and Bishop Creek). Among the purposes of such organization shall be the establishment of rules and policies with respect to the use and maintenance of all Common Areas.

The Association's responsibilities shall include maintenance of landscaping in front of fencing and/or wall along County Road 44, maintenance of the "Fairfield Lake" dam and spillway, Cowpen Creek, Bishop Creek, decorative lights within Common Areas, improvements and landscaping located on the center islands within the Property and maintaining all Common areas as shown on the recorded plat; and, to pay all costs (including utility charges) incurred in the maintenance and landscaping of said Common Areas. All Lot owners of Fairfield Place, Unit One, Unit Two, Unit Three, Unit Four, Unit Five, and all Lot owners of future units in Fairfield Place, if any, shall be members of the Association. Each owner of any Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to abide by and be governed by the Articles of Incorporation of the Association and its By-Laws and to pay to the Association the following:

(a) Annual General Assessments as herein described; and,

(b) Special Assessments for capital improvements, repairs, or other expenses which exceed the Annual General assessment as described herein.

All such assessments, together with interest thereon and the costs of collection thereof, including a reasonable attorney's fee as hereinafter provided, shall be the personal obligation of such Lot owner and shall be a charge and a lien on each Lot and improvements against which each such assessment is made.

Each year the Board of Directors of the Association shall estimate the cost of the maintenance of the Common Areas and such other expenses as it deems necessary for its operations. Such estimate shall be deemed the Annual General Assessment. The Annual General Assessment levied by the Association shall be used exclusively for the maintenance, repair, replacement, beautification, landscaping, property taxes, and costs of operations of the Common Areas, other property owned by the Association, insurance (as determined by the Board of Directors for the Association), and, if any: irrigation systems, property signage and as deemed necessary, such as, for example, the expense of clerical assistance incurred in maintaining the records and operations of the Association.

From time to time, the Association may determine the cost of necessary capital improvements, major repairs and necessary expenses not provided for in the Annual General Assessment. Such costs shall be deemed a Special Assessment.

Except as hereinafter stated, each Lot of the said subdivision, whether improved or unimproved, shall be assessed its pro rata share of the Annual General Assessment and any Special Assessment in accordance with the formula set forth in the Articles of Incorporation of the Association. The following property, individuals, partnerships, or corporations subject to this Declaration shall be exempted from the assessments, charges and lien created herein:

- (1) the Developer and any Lot(s) owned by the Developer;
- (2) the grantee in conveyance made for the purpose of granting utility and drainage easements;
- (3) the Common Areas;
- (4) property which is used in the maintenance and service of facilities within Common Areas, or by non-profit, governmental or charitable institutions; and
- (5) Lots owned by approved builders and contractors (pursuant to paragraph 4(a)) shall not pay more than \$50.00 per Lot during the first year of ownership.

A vote of two-thirds of the Board of Directors of the association shall fix the Annual General Assessment and any Special Assessment upon the basis provided above. The Board shall set the date each such assessment shall become due and may provide for the collection of the assessments in monthly, quarterly or annual installments, provided, however, that upon default in the payment of any one or more installments, the entire balance of said assessment may, at the option of the Board, in its sole discretion, be accelerated and declared to be due and payable in full.

The lien for unpaid assessments shall be effective from and after the time of recording in the Records of the Office of the Judge of Probate, Baldwin County, Alabama, a claim of lien stating the Lot number, the name of the record owner, the amount due and the date when due. Such claim of lien shall include only sums which are due and payable when the claim of lien is recorded and shall be signed and certified by an officer of the Association.

Upon any voluntary conveyance of a Lot, the grantor and grantee of such Lot shall be jointly and severally liable to the Association for all unpaid assessments accrued up to the date of such conveyance without prejudice to the right of the grantee to recover from the grantor any such amounts.

Any Lot owner, prospective purchaser of a Lot, or holder of a mortgage or other lien on any Lot may, at any time, obtain from the Association a certificate showing the amount of unpaid assessments pertaining to such Lot. The Association shall provide such certificate within ten (10) days after request therefore. Any person, other than the Lot owner, at the time of issuance of any such certificate, may rely upon such certificate, and his liability for unpaid assessments shall be limited to the amounts set forth in such certificate.

Any entity, its successors and assigns, obtaining title to a Lot as a result of foreclosure of a first mortgage or vendor's lien shall not be liable for assessments which became due prior to the foreclosure. Such unpaid share of assessments shall be deemed to be an expense of the Association to be collected as part of a future Special Assessment.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a percentage rate established by resolution of the Board of Directors with notice of such rate to be given to each Lot owner in a manner to be designated by said Board.

The Association may bring an action at law against the owner personally or may foreclose the lien created by the terms hereof in accordance with the statutes and laws of the State of Alabama then in effect for the foreclosure of real estate mortgages and shall have the right to sell said property at public outcry at the front door of the Courthouse of Baldwin County, for cash to the highest bidder, giving notice of the time, place and terms of said sale, together with a description of said property to be sold, by an advertisement published once a week for three (3) consecutive weeks in a newspaper published in said county; to make proper conveyance

to the purchaser in the name of the Lot owner; and the proceeds of said sale to apply first to the payment of the costs of said sale, including a reasonable attorney's fee; second, to the payment of the amount of said assessment, whether due or not, with the unpaid interest thereon to the date of sale, and any amount that may be due the Association by virtue of the special liens herein declared; and, third, the balance, if any, to pay over to the said Lot owner. At any sale under the powers herein stated, the Association may bid for and purchase said property like a stranger thereto, and in the event the Association should become the purchaser at said sale, either the auctioneer conducting the sale or the Association may execute a deed to the Association in the name of the Lot owner.

Proceeding against the owner personally shall not be deemed a waiver of the right to foreclose the lien. No owner may escape liability for assessments provided for herein by the abandonment or transfer of such owner's Lot.

The Association shall have the authority to periodically inspect the exterior of any dwelling unit, outbuilding, fence, retaining wall or structure of any kind or description situated at any location upon the Property, and if the same are determined by said Association to be unsafe, in need of repair, or in such condition that the adjoining property may be adversely affected thereby, then said Association may cause the Owner of said property to correct any such condition and/or said Association shall have the authority to enter upon said property and correct same at the owner's expense, which expense will be added to said owner's Lot assessment. For the purposes of this paragraph, an easement in, on, over and across all Lots is hereby reserved in favor of said Association, its agents or employees, and no such entry, nor any action taken pursuant to this covenant, shall be deemed a trespass or other wrong to such property or its owner.

Subject to the provisions of this Declaration, the rules and regulations of the Association, and any fees or charges established by the Association, every Member and every guest or lessee of such Member shall have an easement of enjoyment in and to the Common Areas, and such easement shall be appurtenant to and shall pass with the title to every Lot. A Member or lessee's spouse and children who reside with such Member or Lessee on the Property shall have the same easement of enjoyment hereunder as a Member. The easement of enjoyment herein shall pass from a Member to a lessee during the lease term; provide, however, the association may adopt additional restrictions to its rules and regulations limiting the easement of enjoyment of guests and lessees, including but not limited to the specification of minimum lease terms, the number of guests allowed, or the prohibition or use by lessees or guests of specific properties.

22. **LIABILITY:** Neither the Developer, the Committee or the Association, its employees, agents or assigns, shall be liable to any Lot owner(s) in Fairfield Place for (i) the manner in which it exercises or for its failure or refusal to exercise any right or authority herein granted to it, whether discretionary or not; (ii) for the failure or refusal of any Lot owner to comply with any of the provisions hereof; or, (iii) the failure or refusal of the Developer, the Committee or the Association to enforce any of the provisions hereof against any Lot owner, his Builder, agent or assigns.

23. **COMMON AREAS AND LAKE:**

(a) The Common Areas shown on the recorded plat(s) of Fairfield Place, Unit One, Unit Two, Unit Three, Unit Four, and Unit Five and Common Areas contained within future units, if any, shall be conveyed to Fairfield Place Homeowners Association, Inc., a non-profit corporation.

(b) The Association and its Members may not operate any gasoline motor driven launch, boat, jet ski, or amphibious vehicle over and across "Fairfield Lake".

(c) No pier, wharf, boathouse or launch ramp may hereafter be constructed by a Lot owner until approved in writing by the Committee and same may not extend more than twenty-five (25) feet from the shore line of "Fairfield Lake" as the same is designated on the recorded plat of the Property.

(d) No motorcycles, motorbikes or other motorized vehicles (except those used for maintenance, repairs and upkeep of the Common Areas) shall be permitted on the Common Areas. Said Common Areas shall be utilized only for walking, jogging, bicycle riding and such other uses as may be approved by the Board of Directors of the Association.

(e) No planting or gardening by owners shall be permitted within the Common Areas, and no fences, hedges or walls or other obstructions shall be erected or maintained upon the Common Areas except such as are installed by Developer in connection with the construction of the initial improvements hereon or such as are subsequently approved by the Board of Directors of the Association.

24. **MINERAL OPERATIONS PROHIBITED:** No oil drilling, oil development operations, oil refining, quarrying, boring for natural gas 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 500 feet 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.

25. **SUBDIVIDING:** No Lot shall be divided or re-subdivided; however, two (2) or more complete Lots may be combined to form one (1) Lot and/or adjacent Lots, or portions thereof, may be annexed by the adjacent Lot owner with Committee approval.

26. **DURATION OF RESTRICTIONS:** The covenants, terms, 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, each Lot owner, and upon each of their heirs, personal representatives, executors, administrators, grantees, successors and assigns for a period of twenty (20) years from the date hereof (the "Primary Period"), at which time said covenants, terms, conditions, restrictions and limitations herein, unless otherwise herein specified, shall automatically be extended for an additional period of ten (10) years (the "Extension Period"). With the agreement of the Developer (for so long as the Developer is the owner of at least one (1) Lot in the Property), by vote of not less than sixty percent (60%) of the then owners of the Lots, one (1) vote being allowed for each Lot, these covenants may be terminated or changed in whole or in part, but no change shall impose a burden or restriction on any Lot whose then owner does not join in such restriction. Execution of an instrument to such effect shall become effective when recorded in the Office of the Judge of Probate Court of Baldwin County, Alabama.

Notwithstanding anything to the contrary herein contained, it shall be the responsibility of the Association to maintain and repair the Common Areas, and no amendment to this Declaration shall remove the responsibility of the Association and/or Members thereof to maintain and repair the Common areas (as herein defined) in accordance with the requirements of this Declaration and, also, the requirements of any governmental authority having jurisdiction over the Property. Any such attempted amendment shall be void and to no effect.

27. **EASEMENTS:** All easements shown on the recorded plat of the Property are hereby adopted as a part of these restrictions, and all Lots in the subdivision shall be subject to such easements. The undersigned owner of the Property reserves unto itself, and 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, equipment and facilities and drainage ditches in, on, over and under the streets, right-of-ways and easements shown on the recorded plat of the Property, 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 owner 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 right to grant unto others such easements, rights and privileges as the undersigned Developer may deem appropriate or convenient in connection therewith.

28 **AMENDMENT OF MODIFICATION OF RESTRICTIONS:** The Developer herein

28. **AMENDMENT OF MODIFICATION OF RESTRICTIONS:** The Developer herein expressly reserves unto itself the sole and unilateral right to amend, modify, change, cancel or annul, without vote of other Lot owners as stated in paragraph 26, above, and so long as Developer owns at least one (1) Lot in the Property, or subsequent Units, if any, such covenants, limitations and restrictions, in whole or in part, at any time during the pendency or term of same as existing may be amended, modified, changed, cancelled or annulled in accordance with the foregoing reservation. Such action on the part of the Developer is to be evidenced by an instrument executed by a duly authorized officer of Developer and recorded in the Office of the Judge of Probate, Baldwin County, Alabama.

It is expressly reserved and stipulated herein that such action as may be taken by Developer in accordance with the foregoing authority and power may result in any, all or part of any covenant, restriction or limitation as existing or as may be amended or changed, being either more or less restrictive or burdensome than the foregoing covenants, restrictions or limitations contained herein.

No action on the part of the Developer pursued in accordance with the foregoing reserved authority shall place an additional restriction or limitation on a specific Lot previously conveyed by Developer unless the then owner of same shall consent thereto by joining in said instrument or by executing such other instrument as will properly evidence owner's consent, same being subsequently recorded as set forth hereinabove. It is further stipulated and reserved herein that Developer may at any time waive any, all or part of the covenants, restrictions or limitations as set forth herein.

29. **FUTURE DEVELOPMENT:** The Developer, its successors and assigns, may develop other property and may as a matter of right, without the consent of the Association or the Lot Owners, convey additional parcels of land within the Property. At the time of conveyance to the Association, these properties shall be designated as Common Areas. The Developer shall not be required to follow any predetermined sequence, schedule or order of improvements and development; and it may take, subject to this Declaration, additional lands and develop the same before completing the development of the Lots and Common Areas as shown on the Plat. Any property conveyed by the Developer to the Association may also be subject to additional covenants and restrictions as specifically set forth in the deed of conveyance.

The Developer, its successors and assigns, shall have the right, without further consent of the Association or the Lot Owners, to bring within this Declaration any additional property. Such property may be subjected to this Declaration as one parcel or as several smaller parcels at different times. The additions authorized under this subsection shall be made by filing in the Office of the Judge of Probate, Baldwin County, Alabama, a supplementary Declaration with respect to the additional property which shall extend the operation and effect of this Declaration to such additional property.

Any supplementary Declaration may contain such additions and/or modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient, in the sole judgment of the Developer, to reflect the different character, if any, of the additional properties.

30. **PARTIAL INVALIDITY:** Neither the invalidation of any one of these covenants, terms, conditions, restrictions and/or limitations, or any part thereof, by judgment or court order, nor the abandonment or waiver thereof, shall in any way effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, FAIRFIELD FINANCIAL, L.L.C., has caused its undersigned, duly authorized attorney-in-fact to execute these presents on this the 7th day of June, 2001.

FAIRFIELD FINANCIAL, L.L.C., An Alabama Limited Liability Company

By: Paul C. Monroe
PAUL C. MONROE
Its: Attorney-In-Fact

The undersigned do hereby execute these presents for the purposes of joining-in, approving, consenting to, and ratifying this Declaration of Restrictive Covenants, the Articles of Incorporation of Fairfield Place Homeowners Association, Inc. (the "Association") and the By-Laws of said Association.

STATE OF AL)
COUNTY OF Baldwin)

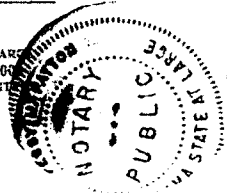
I, the undersigned, a Notary Public in and for said State and County, hereby certify that PAUL C. MONROE, whose name as Attorney-In-Fact for Fairfield Financial, L.L.C., is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in his capacity as Attorney-In-Fact, executed the same voluntarily on the day the same bears date.

GIVEN under my hand this the 7th day of June, 2001.

Peggy M. Patton
NOTARY PUBLIC

SEAL

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 4, 2005
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS



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

2001 June - 7 1:35PM

Instrument Number 600114 Pages 11
Recording 33.00 Mortgage
Deed Min Tax
Index DP 1.00
Archive 3.00
Adrian T. Johns, Judge of Probate