

BLAKELEY FOREST

DECLARATION OF COVENANTS AND RESTRICTIONS

SPANISH FORT INVESTMENT VENTURE, an Alabama general partnership, hereinafter called the "Developer", the owner of all the following described real property situated in Baldwin County, Alabama, viz:

(SEE EXHIBIT "A" ATTACHED HERETO AND MADE  
A PART HEREOF)

which Developer intends to subdivide and add to "Blakeley Forest", a residential subdivision limited to single family residences being developed by Developer, as Unit II thereof, for the purposes of insuring that the property will be used for single family residences only, to prevent nuisances, to prevent impairment of the attractiveness of the property, to maintain the desired tone of the subdivision, and thereby to preserve, as far as practicable, the natural beauty of each lot therein, to insure the erection thereon of attractive, well designed, properly proportioned and appropriate homes constructed of proper and suitable materials, with appropriate locations of such homes on the lots, and thereby to secure to each lot owner the full benefit and enjoyment of his home with no greater restriction on the free and undisturbed use of his lot than is necessary to insure the same advantages to the other lot owners, does hereby covenant and agree with each and every future owner of said property, and any part thereof, and each and every future owner shall, by virtue of becoming such an owner, agree with the Developer and with each other such owner or future owner that the following covenants, restrictions, and limitations apply to the property in said subdivision.

MISC. 65 PAGE 1747

1. ARCHITECTURAL COMMITTEE. An Architectural committee (the "Committee") consisting of three (3) persons shall exist and function in the manner and with the powers hereinafter stated. No member of the Committee shall be in any way liable to any lot owner for any act, or inaction by the Committee or any member thereof in connection with these restrictions and covenants.

The initial members of the Committee shall be:

Robert J. Isakson  
Maury Friedlander  
Charles H. Hale

The term of service of the initial members of the Committee shall be five (5) years from the date hereof, provided, however, that until (a) the time when Developer no longer owns any lot in, or planned for, the subdivision (including all planned additional Units), or (b) the expiration of five (5) years from the date hereof, or (c) Developer relinquishes control of the subdivision in writing, whichever first occurs, Developer may, by written instrument duly recorded, at any time remove any member of the Committee, or replace any member, or name a new member in place of any member who has resigned or died. After the first to occur of such events, control of the subdivision shall be transferred to all lot owners, and thereafter the owners (including Developer if it is still a lot owner) of a majority of the total lots in, or planned for, the subdivision (including all planned additional Units) may, by written instrument duly recorded, remove any member of the Committee, or replace any member, or name a new member in his place in the event he for any reason ceases to so serve, and fix the term of service of each new member. On all

issues decided by a vote of the lot owners, whether pursuant to this Paragraph or any other provision of this instrument, each lot owner other than Developer shall be entitled to one vote for each lot owned by him, and Developer shall be entitled to one vote for each lot in, or planned for, the subdivision (including all planned additional Units) owned by Developer. In the event of the death, resignation, or removal of one or more members of the Committee, the remaining members shall have full authority to act in the name of the Committee pending the appointment of a successor member. With respect to all matters that are, by the terms of this instrument, to be decided by the Committee, the decision of a majority of the members of the Committee shall be final and binding on all parties.

2. RESIDENTIAL USE ONLY. No lot may be improved, used, or occupied for other than private single family residential purposes. No flat, duplex, or apartment or ground apartment, though intended for residential purposes, may be erected on any lot. No building or structure shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family residential dwelling not to exceed three (3) stories in height above the highest elevation of said lot, and other appropriate out buildings incidental to residential use as shall be approved in writing by the Committee. Each dwelling shall include an enclosed garage, which shall not open on any side facing the front of the lot or any street adjacent to the lot, unless otherwise approved in writing by the Committee.

No lot shall be resubdivided. A maximum of two (2) outbuildings per lot shall be permitted, which shall not be metal or prefabricated and shall be no closer than twenty (20) feet to any lot line and shall be designed in such fashion as to blend with the design of the dwelling on the lot and the surroundings and shall be located so as to minimize visibility from the street.

3. BUILDING PLANS. No house, garage, carport, play house, boat house, servants quarters, out building, fence, wall, swimming pool, sidewalk, walkway, driveway, or other above ground structure shall be commenced, erected, placed, altered, or maintained on any lot until a copy of complete building plans, specifications, and plot plans, showing, without limitation, the schedule of exterior materials, exterior colors, and the elevation and location of such structure, has been approved in writing by the Committee. The copy of such building plans, specifications, and plot plans so submitted may be retained by the Committee. Should the Committee fail to approve or disapprove such plans and specifications within thirty (30) days after submission, approval shall be deemed given, provided, however, such lot shall be and remain in all other respects subject to these restrictions. If such plans and specifications are disapproved, written notice of such disapproval shall be given to the submitting lot owner in person, or by registered or certified letter addressed to the lot owner at the address furnished by him with the plans and specifications. Such notice will set forth the particulars upon which disapproval was made, but need not contain any suggestions as to corrective measures to be taken. All submissions to the Committee shall be made in care of Spanish Forest Investment Venture Architectural Committee, 740 Museum Drive, Mobile, Alabama 36608, or such other address as the Committee shall from time to time designate by instrument recorded in the Probate Court of Baldwin County, Alabama.

4. OFFENSIVE ACTIVITIES. No obnoxious, offensive, or illegal activity shall be permitted or conducted upon any lot, nor shall anything be done thereon that may be or become an annoyance or a nuisance to the neighborhood or violation of the laws and regulations of Baldwin County, the State of Alabama, or the United States of America. No junk, inoperable motor vehicles or other unsightly personal property shall be kept or maintained on the property or any lot or street in the subdivision except

MISC  
65 PAGE 1748

for minor emergency repair. Inoperable motor vehicles or those in a state of disrepair, shall be made operable or repaired at locations other than any such lot or street.

5. AREA. The living area of each dwelling, exclusive of open porches, open carports and garages, shall contain not less than two thousand (2000) square feet. The first floor of each dwelling containing more than one floor of living area, shall contain not less than twelve hundred (1,200) square feet of living area; exclusive of open porches, open carports and garages.

6. CONSTRUCTION TIME. Each dwelling, including the garage thereto, shall be completed within six (6) months after initial construction of the dwelling and garage has begun, unless the Committee shall give its written approval to a longer period. Each playhouse, boat house, servants quarters or other outbuilding, fence, wall, swimming pool, sidewalk, walkway, driveway, or other above ground structure approved by the Committee shall be completed within six (6) months after initial construction of such structure has begun, unless the Committee shall give its written approval to a longer period.

7. CONSTRUCTION REQUIREMENTS. Plans and specifications submitted for any lot shall include provision for concrete pipe culverts, if any, for access to the property. The exterior walls of the dwelling shall be faced by brick or other suitable material from ground level. No asbestos shingles, or concrete block, utilized in the construction shall show above ground level. All exposed windows and window units shall be constructed of wood or such primed and finished metal as shall be approved in writing by the Committee. No bright metal windows shall be allowed. Unless otherwise approved by the Committee in writing, each lot owner shall be responsible for the secondary residential electrical service to his lot, which shall be underground. All service between any buildings or other areas on the lot shall likewise be underground. Each lot owner shall be responsible for building, at his expense, a concrete sidewalk four (4) inches thick with wire mesh reinforcing, four (4) feet in width across each side of his lot adjoining a street. Such sidewalk must be completed on or prior to completion of the dwelling or within three (3) years after the closing of his purchase of his lot, whichever is sooner. All sidewalks must connect with those of the adjoining lots as a compatible extension thereof. The location, design and construction of all sidewalks must be approved in writing by the Committee prior to construction. No oyster shell driveways shall be allowed, however clam shell driveways shall be permitted. The driveway entrance to each lot must be approved in writing by the Committee prior to construction to ensure compatibility of esthetics and that the owner has established adequate erosion control. Outside garbage disposal containers must be delineated on plans and specifications submitted for approval, must be located to the rear of the rear plane of the residence no closer than 20 feet from any property line and must be in either underground covered receptacles or visually screened from view according to plans approved in writing by the Committee. All outside garbage disposal equipment and containers shall be kept in a clean and sanitary condition.

8. FENCES, HEDGES AND WALLS. No fence, wall, or hedge, shall be constructed further forward on any lot than the rear most extension of the dwelling located thereon, unless plans and specifications are submitted to the Committee therefor and the Committee gives its written approval thereto. No chain link or cyclone fence shall be located to the front of the rear most extension of the dwelling on the lot. If any chain link or cyclone fence is installed to the rear of the rear most extension of such dwelling, such fence must be factory coated black or dark green. No chicken wire, thin wire, barbed wire or other farm

MSD  
65 PAGE 1749

type fence shall be allowed.

9. CLOTHES LINES. No outside clothes line shall be permitted in the subdivision at any time, unless approved in writing by the Committee.

10. MECHANICAL AND ELECTRICAL DEVICES. All heating, ventilation and air conditioning equipment, including, without limitation, compressors, and all gas meters, butane tanks and other mechanical and/or electrical devices on any lot shall be located to the rear of the front most extension of the dwelling located thereon, and shall be visually screened from the street and adjoining property owners.

11. TRAILERS AND PROHIBITED USES. No house trailer, truck (other than a pick-up truck) or mobile home shall be permitted on any lot, except trucks may be permitted for use during construction and temporary repairs to a dwelling with the written permission of the Committee. Travel trailers, hauling trailers, "habitable motor vehicles", boat trailers and boats must be stored to the rear of the rear most extension of the dwelling located on the lot, more than twenty (20) feet from the boundaries of the lot, and shall be visually screened from the street and adjoining property owners.

12. TREES. No Magnolia, Dogwood or Oak tree over four (4) inches in diameter measured fifty-four (54) inches from the ground, and no other tree over thirty-six (36) inches in diameter measured fifty-four (54) inches from the ground, may be cut from any lot, except with the prior written approval of the Committee. Provided, however, such approval shall not be necessary for the cutting of trees that are within the perimeters of the buildings constructed on the lot with the written approval of the Committee.

13. MAINTENANCE. All buildings and improvements on each lot shall be maintained and kept in a proper and good state of repair. All exposed areas of each building shall be kept well painted. All mailboxes shall be decorative and of such size and design as may be approved in writing by the Committee.

14. SIGNS. No sign, billboard, banner or flying paraphernalia of any kind shall be placed or maintained upon any lot after sale by the Developer except address and mailboxes and one (1) sign of not more than five (5) square feet advertising the property for sale or rent, and signs used by the builder during the construction period not to exceed one hundred twenty (120) days. Nothing herein contained shall prevent the placing or maintenance of any sign, billboard, banner or flying paraphernalia of any kind anywhere in the subdivision by Developer, its successors, assigns or contractors; nor shall anything herein contained prevent the flying of the American Flag at anytime by any lot owner on his lot.

15. PETS. Dogs, cats, and other small domesticated household animals in a total number not exceeding two (2) may be kept by each owner on each lot owned. No chickens, horses, pigs, cows, sheep, goats or other recreational, work, farm or large animals of any kind shall be kept or maintained on any part of said property. Any animals of any kind that are kept or maintained on the property shall be fenced or restrained in such manner that they may not run loose upon other properties within the subdivision.

16. SETBACK LINES. No dwelling shall have its front, or any part thereof, located closer to the right-of-way line of the road or street that it faces than fifty (50) feet, nor nearer than twenty (20) feet to any other property line of the lot.

17. ADJOINING LOT OWNERSHIP. For the purposes of this instrument any owner having two or more adjoining lots may treat, use and build on them as though they were one (1) after making

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written application and receiving written approval by the Committee. Said approval shall be recorded and operate as an amendment to this instrument.

18. EASEMENT. The easements shown on the plat of the subdivision are hereby adopted as part of these restrictions, and all lots in the subdivision shall be subject to such easements. The Developer reserves unto itself and its successors and assigns the right and easement, but (except as expressly provided in the last sentence of this Section) does not assume any obligations, to construct, install, maintain, repair and replace power, water, gas, sewer, telephone and other utility lines, equipment and facilities and drainage ditches in, on, over, and under the streets, roads and easements shown on the plat of the subdivision, and to construct, install, operate, maintain, repair, or replace lights, walls, fences, shrubbery, bushes, trees and other decorative and screening improvements in, on, over and under any easement on the property as shown on said plat, with full right of ingress and egress to and from said streets, roads and easements and the right to contract generally with others for the doing of any or all of such things as the Developer, in its sole discretion, may deem appropriate or convenient in connection therewith. Notwithstanding the foregoing, however, Developer, at its expense, shall maintain the street lights and supporting structures in the subdivision for a period of two (2) years from the date hereof.

19. SEPTIC TANKS. If sanitary sewage service is unavailable to a lot at the time of commencement of construction to the dwelling to be located thereon, a septic tank may be placed on such lot in a location to be approved by the appropriate governmental authorities, and to be approved in writing by the Committee, provided, however, that no septic tank or septic tank drain field and no well or pump shall be placed in front of the rear most plane of the dwelling on the lot or nearer than twenty (20) feet to any side or rear property line of the lot. Notwithstanding that a septic tank shall be installed on a lot, the owner of the lot must connect to the central sanitary sewage disposal system when it is extended to the lot and shall not, thereafter, use the septic tank for any purpose as long as the central sanitary sewage disposal system is available.

20. SATELLITE DISHES. All satellite dishes installed on a lot must be located to the rear of the rear most plane of the dwelling on the lot and not closer than twenty (20) feet to any property line of the lot and must be visually screened from the adjoining lots and from the street.

21. VIOLATIONS AND VARIANCES. The Committee shall, upon written request by any lot owner, or upon its own initiative, if it so elects, investigate any possible violation of these restrictions and determine by majority vote whether a violation exists. If the Committee determines that no such violation exists, it shall give written notice of its determination to the complainant lot owner, if any, in person or by registered or certified mail, addressed to such lot owner at his last known address. Should the Committee determine that a violation does exist, it shall give written notice of this determination in person or by registered or certified mail to the complainant lot owner, if any, and to the owner of the lot on which, or as to which, such violation exists, addressed to each at his last known address. The owner of the lot on which, or as to which, such violation exists shall be allowed thirty (30) days after the giving of such notice, or such longer period as the Committee may deem appropriate, in which to correct such violation. Should the violation not be corrected within such period, the Committee, or any owner or owners of any part of the property hereby restricted, shall each have the right, but not the obligation, to prosecute any proceedings at law or in equity against the person or persons found by the Committee to be violating any of these restrictions and prevent him or them from so doing, recover damages for such violation, and obtain any other legal or

equitable relief to which it, he, or they may be entitled under the circumstances. No such proceedings shall be commenced until and unless the Committee determines that a violation exists or unless the Committee fails to act for thirty (30) days after receiving a written complaint of a violation. It is further provided that the Committee may waive or grant a variance in writing as to any one or more of the covenants, restrictions, limitations, or requirements herein specified, at any time prior to the actual filing of legal proceedings regarding a violation thereof, provided, however, that no such waiver or variance shall permit the improvement, use or occupancy of any lot in the subdivision for other than private single family residential purposes.

22. TERM OF RESTRICTIONS. The covenants, terms, conditions, restrictions and limitations herein contained shall run with the land and be binding upon all owners and future owners, and parties claiming under them, and shall inure to the benefit of and shall be binding upon them, and each of their heirs, executors, administrators and assigns, for a period of twenty (20) years after the date hereof, at which time the said covenants, restrictions, and limitations shall automatically be extended for an additional period of twenty (20) years, unless at the end of the first twenty-year period or at any time during the second twenty-year period, by vote of owners of two-thirds of the lots then in the subdivision it is agreed to terminate or change said covenants in whole or in part, said termination or change to be signed by the members of the Committee and recorded in the Probate Court of Baldwin County, Alabama. Should any provision, clause, restriction, limitation or condition of this instrument be declared unenforceable, illegal, against public policy, or inconsistent with or contrary to the laws or Constitution of the State of Alabama or the United States of America by any court of competent jurisdiction, or by legislative enactment of the State of Alabama, or the United States of America, every remaining provision, clause, restriction, limitation, or condition contained herein not affected by such judicial or legislative declaration, decision, or act shall be and remain in full force and effect.

23. ADDITIONS AND AMENDMENTS. Developer reserves the right to add one or more additional Units to the subdivision, which, if added, shall be subject to these covenants and restrictions, and all amendments thereto, unless different covenants and restrictions applicable to any such additional Unit are adopted by the Developer and filed of record at such time. Until the time when control of the subdivision is transferred to all lot owners as provided in Paragraph 1 above, Developer may, by written instrument duly recorded, at any time amend these covenants and restrictions, and any amendments thereto, by filing the same of record in the Office of the Judge of Probate Court of Baldwin County, Alabama, provided, however, that no such amendment shall permit the improvement, use or occupancy of any lot in the subdivision for other than private single family residential purposes and no owner of any lot previously sold by Developer (whether or not then owned by the original purchaser) shall be bound by any such amendment if it adversely affects his use and enjoyment of his lot. After control of the subdivision is transferred to all lot owners as provided in Paragraph 1 above, the owners (including Developer if it is still a lot owner) of a majority of the total lots in, or planned for, the subdivision (including all planned additional Units) may, by written instrument duly recorded, exercise the foregoing right of amendment subject to the foregoing restrictions.

24. BOAT HOUSES AND BOAT RAMPS. Nothing herein contained to the contrary withstanding, the owners of any lots on any lake, creek or body of water, if any, in any phase or Unit of the subdivision, may each construct on their respective lots a boat house, pier and/or boat ramp, subject to approval of the appropriate governmental agencies, and further subject to written

approval of the Committee. Nothing herein contained shall be construed to give anyone other than the owner of the respective lot having thereon a boat house and/or boat ramp, any right to use the same, or to give to the owners of other lots, any rights or privileges, express or implied, to obtain ingress or egress to such lake, creek or body of water across the lot of any other lot owner. All boathouses, piers and boat ramps for any lot shall be constructed entirely within the projected sidelines of the lot and no closer on either side than twenty (20) feet of the projected sideline extended in a straight line across, over and under the water.

25. HOMEOWNERS' ASSOCIATION. Each lot owner, upon acquiring his lot in the subdivision, shall automatically become a member of Blakeley Forest Homeowners' Association, Inc. (the "Association"), an Alabama nonprofit corporation organized and to be operated as the residential real estate management association for the subdivision, and shall pay when due all fees and assessments and shall abide by the Articles of Incorporation, By-Laws and rules and regulations from time to time made and promulgated by the Association for such purpose.

The Association shall be responsible for maintaining all streets in the subdivision and all utilities serving the subdivision to the extent that the same are not maintained by the county or a unit of local government in which the subdivision is located or, in the case of utilities, by the public utility company or cooperative furnishing such utilities, including, without limitation, all utility trench maintenance, including settling and washouts, and, after the Developer's responsibility therefor ceases under Section 18, the street lights and supporting structures.

IN WITNESS WHEREOF, Spanish Fort Investment Venture, an Alabama general partnership, has cause these presents to be executed by Maury Friedlander, as its Attorney-in-Fact hereunto duly authorized, on this the 22 day of December, 1989

SPANISH FORT INVESTMENT VENTURE,  
an Alabama General Partnership

By: [Signature]  
As Its Attorney-in-Fact

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REC- 65-1753

MISC 65 PAGE 1753

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, the undersigned Notary Public in and for said State and County, do hereby certify that Maury Friedlander, whose name as Attorney-in-Fact of SPANISH FORT INVESTMENT VENTURE, an Alabama general partnership, 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 Attorney-in-Fact and with full authority executed the same voluntarily for and as the act of said general partnership, on the day the same bears date.

Given under my hand and seal, this the 22 day of December 1989.

Ruth A. Ratliff  
Notary Public  
My Commission Expires 10/19/93

This instrument prepared by:

MAURY FRIEDLANDER, Marr & Friedlander, P.C.  
740 Museum Drive, Mobile, AL 36608, (205)344-1663

EXHIBIT "A"  
CERTIFICATION

I, C. H. Overman, Jr., a Registered Land Surveyor in the State of Alabama, certify that this is a correct plat of Blakeley Forest Unit Two as described:

Commence at the Northeast corner of Section 20, Township 4 South, Range 2 East, Baldwin County, Alabama; thence South  $00^{\circ}06'20''$  East a distance of 2963.42 feet; thence North  $89^{\circ}58'00''$  West a distance of 2649.82 feet; thence South  $61^{\circ}20'06''$  West a distance of 91.26 feet to the Point of Beginning; thence continue South  $61^{\circ}20'06''$  West a distance of 929.75 feet to the Northeastly right-of-way line of Ford Cook Road (Baldwin County Road No. 72 - 100' R/W); thence North  $31^{\circ}17'10''$  West along said right-of-way a distance of 143.10 feet to the Point of Curvature of a circular curve concave to the Southwest, having a radius of 1770.22 feet and a delta angle of  $04^{\circ}26'06''$ ; thence Northwesterly along the arc of said curve (and along the said right-of-way) for an arc distance of 137.03 feet (chord bearing of North  $33^{\circ}30'13''$  West; chord distance of 136.99 feet) to the most Southerly corner of Lot 7, Blakeley Forest Unit One, a subdivision of a portion of said Section 20, as recorded in Slide Number 1184-A (filed January 4, 1989) of the Public Records of said County; thence North  $55^{\circ}34'28''$  East along the Southeasterly line of said Lot 7 a distance of 320.00 feet to the most Easterly corner of said Lot 7; thence North  $41^{\circ}26'17''$  West (this course and the next four courses are along the perimeter of said Blakeley Forest Unit One) a distance of 431.53 feet; thence North  $53^{\circ}11'54''$  West a distance of 424.34 feet; thence North  $64^{\circ}51'01''$  West a distance of 424.34 feet; thence North  $73^{\circ}42'23''$  West a distance of 219.66 feet to the Northwest corner of Lot 1 of said Blakeley Forest Unit One; thence South  $12^{\circ}12'11''$  West along the Westerly line of said Lot 1 a distance of 320.00 feet to the aforementioned Northeastly right-of-way line of Ford Cook Road and a point on a circular curve concave to the Southwest having a radius of 1770.22 feet and a delta angle of  $13^{\circ}09'18''$ ; thence Northwesterly along said right-of-way and the arc of said curve for an arc distance of 406.44 feet (chord bearing of North  $83^{\circ}04'44''$  West; chord distance of 405.55 feet); thence North  $45^{\circ}10'29''$  West a distance of 84.41 feet to the Easterly right-of-way line of Alabama Highway No. 225 (100' R/W); thence North  $00^{\circ}13'54''$  East along said right-of-way a distance of 1322.76 feet; thence South  $89^{\circ}53'06''$  East a distance of 894.31 feet; thence South  $00^{\circ}05'42''$  West a distance of 274.44 feet; thence South  $89^{\circ}54'18''$  East a distance of 153.19 feet to the Point of Curvature of a circular curve concave to the northwest having a radius of 25.00 feet and a delta angle of  $85^{\circ}10'01''$ ; thence northeasterly along the arc of said curve for an arc distance of 37.00 feet (chord bearing of North  $47^{\circ}30'42''$  East; chord distance of 33.83 feet); thence South  $85^{\circ}04'19''$  East a distance of 60.00 feet; thence South  $04^{\circ}55'41''$  West a distance of 408.49 feet to the Point of Curvature of a circular curve concave to the Northeast having a radius of 470.00 feet and a delta angle of  $64^{\circ}04'17''$ ; thence Southeasterly along the arc of said curve for an arc distance of 525.58 feet (chord bearing of South  $22^{\circ}06'28''$  East; chord distance of 498.62 feet) to the Point of Tangency of said curve; thence South  $59^{\circ}08'36''$  East a distance of 283.01 feet to the Point of Curvature of a circular curve concave to the Southwest having a radius of 1330.00 feet and a delta angle of  $05^{\circ}58'46''$ ;

LIST 65 PAGE 1754

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