RESTRICTIONS

RIVIERE DU CHIEN ESTATES

WHEREAS, the undersigned BAY DEVELOPMENT CORPORATION, an Alabama Corporation, and SPURGEON N. ROCHE, are the owners, of real property in the County of Mobile, State of Alabama, described in the Aust-Ponder Engineer's Plat of Riviere du Chien Country Club and Estates dated September, 1970; and

WHEREAS, said property has been subdivided into 163 residential lots in the manner indicated on said plat; and

WHEREAS, BAY DEVELOPMENT CORPORATION and SPURGEON N. ROCHE desire to place certain protective restrictions hereinafter set forth (herein collectively called "restrictions") upon said property, and the future use thereof, to protect the owner of each lot against such improper use of surrounding lots as will depreciate the value of his property, to preserve, so far as practicable, the natural beauty of such lots, to insure the erection thereon of attractive, well designed, properly proportioned, and appropriate homes and other structures constructed of proper and suitable materials, with appropriate locations of such homes and other structures on the lots, to insure proper set-backs from streets and lot lines, to provide adequate free space between structures, and in general to assure the best use and most appropriate development and improvement of the subdivision and of each lot therein;

NOW THEREFORE, BAY DEVELOPMENT CORPORATION and SPURGEON N. ROCHE do hereby impose the following protective restrictions upon said property:

1. ARCHITECTURAL COMMITTEE. An Architectural Committee of three persons shall be designated by BAY DEVELOPMENT CORPORATION and SPURGEON N. ROCHE, by a written instrument to be recorded in the Office of the Judge of Probate of Mobile County, Alabama. BAY DEVELOPMENT CORPORATION and SPURGEON N. ROCHE 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. The decision of a majority of the members of the Committee shall be the decision of the Committee. In the event of 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. 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. BAY DEVELOPMENT CORPORATION and SPURGEON N. ROCHE shall protect and indemnify the members of the Committee against any loss, cost, liability, damage or expense suffered or incurred as a result of actions taken by them in good faith as members of the Committee.

2. RESIDENTIAL USE ONLY. No lot may be improved, used, or occupied for other than private residence purposes, and no flat, duplex, or apartment house or group apartment, though intended for residence purposes, may be erected on any lot.

3. OFFENSIVE ACTIVITIES, ETC. No noxious or offensive activity shall be permitted on any lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.

4. BUILDING PLANS. No building shall be erected, placed, or altered on any lot until a copy of complete building plans, specifications, and plot plans, showing, without limitation, a schedule of exterior materials, exterior colors, and the location of such building, have been approved in writing by the Architectural Committee as to (1) location, orientation and finished ground elevation of the building with respect to streets and existing structures in the subdivision, (2) conformity and harmony of external design with existing structures in, and general development plans for, the subdivision, and (3) compliance with all other requirements stated in these restrictions. The copy of such building plans, specifications, and plot plans submitted to the Committee will be retained by it. Should the Committee fail to approve or disapprove such plans and specifications within 30 days after submission, such approval will not be required, but 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 certified or registered letter 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 therefor but need not contain any suggestions as to corrective measures to be taken.

5. LOCATION OF DWELLINGS. Except as otherwise provided in this instrument, no dwelling or any part thereof, exclusive of steps or eaves, shall be located on any lot nearer to the nearest right-of-way line of any street in the subdivision than 35 feet, nor nearer to any property line of any other lot in the subdivision than 15 feet, nor nearer to the rear property line of the lot than 25 feet; provided, however, that should one building be constructed on two adjacent lots, such building may occupy the adjacent 15 foot side-lot spaces of the two lots; and provided further, that the Architectural Committee may permit dwellings to be located on certain lots notwithstanding the above stated restrictions, because of their unusual lot size and shape.

6. RESUBDIVISION. 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 its parts are combined with adjacent entire lots, a building may, with the approval of the Architectural Committee, 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, but each resulting combined lot shall be subject to these restrictions as fully and completely as if shown on the subdivision plat as a single lot.

7. ANIMALS. Dogs, cats and other domesticated animals in a total number not exceeding four may be kept by each lot owner on each lot owned provided they are not kept, bred or maintained for any commercial use or purpose and are not a nuisance, annoyance or danger to the neighborhood. No other

animals of any kind shall be kept or maintained on any part of said property. Any animals of any kind which are kept or maintained on the property shall be restrained in such a manner so that they shall not be permitted on the golf course.

8. FENCES, WALLS, HEDGES AND ORNAMENTAL STRUCTURES. No hedge shall be located nearer the front property line of any lot than the front of the dwelling on such lot without the written approval of the Architectural Committee, and no fence, wall or ornamental structure shall be constructed upon any portion of any lot without the prior written approval of the Architectural Committee.

9. TYPE AND SIZE OF BUILDINGS. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling, which shall be not more then two stories in height and shall have habitable area, exclusive of basements, open porches and garages, of at least 2,250 square feet if it be one story in height, and at least 2,700 square feet, with at least 1,650 square feet on the ground floor, if it be more than one story in height; provided, however, that a detached garage, servants' quarters or other outbuilding may be erected or permitted to remain upon any lot if the written approval of the Architectural Committee is first obtained.

10. EASEMENTS. The 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 owner of the subdivision reserves unto itself and its successors and

and assigns the right and easement, but not the obligation, 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 and roads and easements shown on the recorded plat of the subdivision, and to construct, install, operate, maintain, repair and replace lights, walls, fences, shrubbery, bushes, trees and other decorative or screening improvements in, on, over and under the property included within certain easements on said plat, with full right of ingress and egress to and from said streets and roads and easements 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 the right to grant unto others such easements, rights, and privileges as the undersigned may deem appropriate or convenient in connection therewith.

11. TRAILERS, ETC. No trailer or semi-trailer designed for human habitation shall be brought on any lot or parked in the subdivision. No trailer, tent, shack, garage, barn or out-building of any type placed or 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, without the prior written approval of the Architectural Committee.

12. INDIVIDUAL WATER AND SEWER FACILITIES. No septic tank, or septic tank drain field, and no well or pump, shall be constructed, used or allowed to remain on any lot unless such system is located, constructed, equipped and maintained in accordance with the requirements of city, county and

state public health authorities. Approval of any such system as installed shall be obtained from such authorities.

13. BEAUTIFICATION AND MAINTENANCE OF LOTS. Appropriate foundation plantings shall be planted and maintained around the front and sides of each dwelling, with a minimum of two shrubs per one hundred square feet of ground floor dwelling area, and grass shall be planted and maintained in each square foot of lawn area from the front lot line to a line 25 feet behind the dwelling. All lots shall be maintained in a neat, attractive and presentable condition at all times.

14. COMPLETION OF CONSTRUCTION. Each dwelling or other building shall be completed within one year after commencement of construction unless completion is prevented by conditions found by the Architectural Committee to be beyond the control of the owner.

15. SWIMMING POOLS. No swimming pool shall be constructed, placed, altered, or maintained upon any lot without the prior written approval of the Architectural Committee of the type, design and location thereof. Any such swimming pool must also be constructed, equipped and maintained in accordance with the requirements of the appropriate city, county and state authorities.

16. GARBAGE DISPOSAL CONTAINERS AND EQUIPMENT. All outside garbage disposal containers must be placed in underground covered receptacles or other type receptacles approved by the Architectural Committee. All outside garbage disposal equipment and containers shall be kept in a clean and sanitary condition.

17. CLOTHES LINES. No outside clothes lines shall be permitted in the subdivision unless screened in such manner as not to be visible from adjacent lots and streets.

18. SIGNS. No sign of any kind shall be placed or maintained upon any lot, except one sign of not more than five square feet advertising the property for sale or rent, and signs used by the builder during the construction period.

19. MAILBOXES. All mailboxes shall be of such size and design as may be approved in writing by the Architectural Committee.

20. GOLF BALL RETRIEVAL. Any person playing or participating in the game of golf on the Riviere du Chien Country Club shall have a right of entry onto any lot or property in the Riviere du Chien Estates for the purpose of reasonably retrieving a golf ball.

21. VIOLATIONS. The Architectural Committee shall, upon written request of 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 violation exists, it shall give written notice of its determination to the complaining lot owner, if any, in person or by registered or certified mail, addressed to such lot owner at his last known address. Should the Committeee determine that a violation does exist, it shall give written notice of this determination in person or by registered or certified mail to the complaining 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 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 shall have the right, but not the obligation, to correct the violation, charge the lot owner with the cost of corrective measures taken, and collect such cost, either with or without suit.

In addition, the Committee and any owner or owners of any part of the property hereby restricted shall each have the right to prosecute any proceedings at law or in equity against any person or persons found by the Architectural 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 and equitable relief to which it, he or they may be entitled under the circumstances.

The foregoing restrictions shall run with the land and shall be binding upon all lot owners, and upon all parties and persons claiming under or through them, each of whom shall, by virtue of his acceptance or acquisition of title or [illegible] interest, accept and agree to be bound by and to abide by all terms and provisions of this instrument, all of which shall be and remain in full force and effect until January 1, 2000, and thereafter, unless before such date the adult record owners of at least 60% of the lots in the subdivision, or unless on or after such date the adult record owners of a majority of the lots in the subdivision (excluding in both instances mortgagees and holders of vendors' liens), shall by instrument in writing annul, amend, or modify such

restrictions in whole or part; provided, however, that no modification or amendment shall place an additional burden or restriction on any lots in the subdivision the owners of which (including in this instance mortgagees and holders of vendor's liens) do not join in such modification or amendment.

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 any legislative enactment of the State of Alabama or of 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. None of the foregoing restrictions shall operate as a cloud upon the title to any of the properties to which such restrictions relate, nor shall any breach thereof cause a forfeiture of title.

IN WITNESS WHEREOF, BAY DEVELOPMENT CORPORATION and SPURGEON N. ROCHE have caused this instrument to be signed, sealed and attested by them thereunto duly authorized, on this 4th day of February, 1971.

BAY DEVELOPMENT CORPORATION

BY _____
As its President

ATTEST:

BY _____
As its Secretary

(AFFIX CORPORATE SEAL)

SPURGEON N. ROCHE

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public in and for said County in said State, hereby certify that FULMAN VANN, and EDWARD V. SMITH, whose names as President and Secretary, respectively, of BAY DEVELOPMENT CORPORATION, a corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and Notarial Seal this the 4th day of February, 1971.

NOTARY PUBLIC

(AFFIX NOTARIAL SEAL)

My commission expires:

January 19, 1973

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public in and for said County in said State, hereby certify that SPURGEON N. ROCHE, 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 the instrument, he executed the same voluntarily

on the day the same bears date.

Given under my hand and Notarial Seal this the 4th day of February, 1971.

Marjorie M. Farnell
NOTARY PUBLIC

(AFFIX NOTARIAL SEAL)

My commission expires:

May 20, 1973