A PROFESSIONAL ASSOCIATION
2 SOUTH WATER STREET
MOBILE, ALABAMA

[STATE OF ALABAMA]

[COUNTY OF MOBILE]

AMENDMENT TO RESTRICTIVE COVENANTS FOR

RIVIERE DU CHIEN ESTATES

KNOW ALL MEN BY THESE PRESENTS, that EAST MISSISSIPPI INVESTMENT CORPORATION, BRASHER V. MILLER, JR. and BARBARA J. MILLER, husband and wife, J.N. STRICKLAND, JR. and BETTY STRICKLAND, husband and wife, MICHAEL J. STACK and ANNA MARIA STACK, husband and wife, RICHARD N. SHARPE and PHYLLIS F. SHARPE, husband and wife, BRUCE W. THOMPSON and MARY E. THOMPSON, husband and wife, WILDA GILBERT, a single woman, BURL E. LIVINGSTON, SR. and MARGARET C. LIVINGSTON, husband and wife, WILLIAM R. BRUNER, II and KAYE N. BRUNER, husband and wife, ROBERT H. WETMORE and NORMA J. WETMORE, husband and wife, THAD J. PARKER and JANE H. PARKER, husband and wife, E. CROSBY LATHAM, JR., a single man, ARCHIE E. LEWIS and AUDREY S. LEWIS, husband and wife, JAMES L. TREXLER and MARY TREXLER, husband and wife, J.J. ADAMS, a divorced man and not re-married, PAUL STANCIL and WINIFRED STANCIL, husband and wife, JAMES WENDELL LEE and LINDA LEE, husband and wife, and OLLY McVEAY and SONYA McVEAY, husband and wife, who represent and warrant themselves, collectively, to be the owners of at least sixty percent (60%) of the lots in the certain subdivision which is described in the Aust-Ponder Engineer's Plat of Riviere du Chien Country Club and Estates dated September, 1970, which said plat of subdivision contains one hundred sixty-three (163) residential lots, do hereby amend the restrictive covenants applicable to said subdivision dated February 4, 1971 and recorded in Real Property Book 1026, Page 649, et seq., of the records in the office of the Judge of Probate of Mobile County, Alabama (and which said restrictive covenants apply with equal effect to any and all revised plats of said subdivision validly executed and duly recorded in said

records), as said restrictive covenants may have been amended by instrument dated September 13, 1977 and recorded on February 9, 1978 in Real Property Book 1811, Page 658, et seq., of said records, in order further to carry out the intent and purposes set forth in the preamble to said restrictive covenants, as follows:

A. The certain amendment to said restrictive covenants recorded in Real Property Book 1811, Page 658, et seq., of said records, shall be and the same is hereby revoked and declared to be null and void and of no further force or effect.

B. Item 1 of said restrictive covenants shall be and is hereby amended by appending to and making a part thereof, the following provisions:

> "During such period(s) of time as there is validly in existence the RDC Estates Property Owners Association, Inc., or its corporate successor by whatever name called, the provisions hereinabove in this Item 1 to the contrary notwithstanding, the Architectural Committee validly constituted from time to time under the Articles of Incorporation and By-Laws of said corporation, as amended from time to time, shall serve in the place of the Architectural Committee herein provided for, and shall have all of the powers and duties set forth in these restrictive covenants with respect to the Architectural Committee."

C. Item 2 of said restrictive covenants shall be and is hereby amended by appending to and making a part thereof, the following:

> "Any such private residence, when first constructed on a lot, must be and constitute new construction, and shall not constitute a rebuilt, relocated or reassembled structure. No Board or Committee shall

have authority to modify or waive the provisions of this Item 2."

D. Item 4 of said restrictive covenants shall be and is hereby amended by appending to and making a part thereof the following:

"In addition to the information above required to be provided to the Architectural Committee, shall be and artist's rendering showing in detail all exterior materials and finished colors of the proposed completed dwelling. The copies of all building plans, specifications, plot plans and artist's renderings received by the Architectural Committee shall not be made available to any person, and shall not be used or copied by any lot owner, without the prior written consent of the lot owner who submitted the same, his successors or assigns."

E. Item 9 of said restrictive covenants shall be and the same is hereby amended by appending to and making a part thereof the following:

"On each lot upon which there shall be erected a residence after the recording of this amendment there shall be either attached to said dwelling, or detached from said dwelling, a carport or garage accommodating not less than two (2) automobiles, provided that no such garage or carport shall open toward a street, unless the Architectural Committee determines to permit such an opening because of the unusual configuration of the lot."

F. Item 16 of said restrictive covenants shall be and the same is hereby amended by deleting therefrom the word 'underground.'"

G. Item 18 of said restrictive covenants shall be and is hereby amended by appending to and making a part thereof the following:

"Any sign placed or maintained on any lot may be removed by the Architectural Committee after due notice if it is in a dilapidated condition."

H. Item 20 of said restrictive covenants shall be and the same is hereby amended by appending to and making a part thereof the following:

"No such right of entry shall be construed to permit entry of a golf cart upon any lot or entry over any hedge, wall or fence. Nothing herein shall relieve any such person of liability for damage to person or property. It is anticipated that the Country Club will discipline members who abuse this privilege."

IN WITNESS WHEREOF, the undersigned lot owners have executed or caused to be executed this instrument, on this _____ day of _____, 1983.

EAST MISSISSIPPI INVESTMENT CORPORATION

BY _____
Its _____

_____
BRASHER V. MILLER, JR.

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BARBARA J. MILLER

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J.N. STRICKLAND, JR.

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BETTY STRICKLAND

_____
MICHAEL J. STACK

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ANNA MARIA STACK

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RICHARD N. SHARPE

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PHYLLIS F. SHARPE

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BRUCE W. THOMPSON