

7/17/08

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR BAKER PLACE SUBDIVISION**

THE UNDERSIGNED, being the owners and proprietors of the properties which in the aggregate comprise that certain tract of land lying and being situated in Colbert County, Alabama and described by metes and bounds in Exhibit A, attached hereto and made a part hereof for all purposes (hereinafter referred to as the "Property"), do hereby make the following declaration of covenants as to limitations, restrictions and uses to which the said Property may be put, hereby specifying that the covenants contained herein are covenants running with the land and shall be binding upon and inure to the benefit of each and every owner of any properties described or referred to herein and their respective personal representatives, heirs, successors and assigns unless or until amended as herein provided, in same manner as prescribed for the approval of a subdivision plat.

ARTICLE I

Definitions

- 1.1 Association shall mean and refer to a nonprofit incorporated association of members of all Lot owners within this subdivision, embraced by this dedication, the major purpose of which is to maintain and provide common community facilities and services respecting Common Areas for the common use and enjoyment of all Lot owners and residents therein. Membership in said Association shall be automatic for each and every Lot owner therein. The name of the Association shall be Baker Place Property Owners Association, Inc.
- 1.2 Owners. Owner shall mean and refer to the record owner, whether one or more persons, firms or corporations, of the fee simple title to any Lot which is a part on the Property, but excluding those having such interests merely as security for the performance of an obligation.
- 1.3 Property. Property shall mean and refer to that certain tract of real property herein above described and such additions thereto which may be brought within the scheme of this Declaration.
- 1.4 Lot(s). Lot(s) shall mean and refer to any number of tract (s) of land, embraced by the Plat of the Property upon which approved residential buildings and appurtenances may be built, excluding those parcels and tracts of land designated on the Plat as streets and/or Common Areas.
- 1.5 Declarant and/or Developer. Declarant and/or Developer shall mean and refer to RidgeCrest Construction, LLC, together with their successor and/or assigns, being the entities responsible for the platting and general initial development of the subdivision described in the Plat of the Property.
- 1.6 Subdivision. Subdivision shall mean and refer to the Baker Place Subdivision as described in the Plat of the Property.
- 1.7 Common Area. Shall mean and refer to those areas of land so designated and embraced by the plat of the subdivision and any other property acquired by the Association. Common area shall also mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. Additional real property may be conveyed to the Association for the common use and enjoyment of Owners as the Property is developed.
- 1.8 Plat. Plat shall mean and refer to any duly recorded plat or replat of the Subdivision initially embraced by this Declaration as filed in the Plat Records of Colbert County, Alabama, and showing the Lots, Easements, Streets, and other features relevant thereto.
- 1.9 Architectural Review Committee. Architectural Review Committee shall mean and refer to a committee which shall have the authority as granted hereinafter to approve or disapprove, among other things, any development or redevelopment of any part of the Property, including approving resubdivisions of Lots to Section 2.8 herein.
- 1.11 Approval. Shall mean and refer to official favorable action taken by the Architectural Review Committee, on matters within the purview of their respective authority to act and decide.

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W Thomas Crosslin, Judge Of Probate, Colbert

- 1.12 Easements. Shall mean and refer to the Easements designated as such on the recorded Plat of the Subdivision and intended to be devoted to the benefit and use of Owners, their guests and invitees, and by Declarant (and its successors and assigns) for drainage of surface water, fire, police, and other emergency vehicular access and for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems (including water supply systems) and landscaping improvements.

ARTICLE 2

General Land Usage

- 2.1 Lot Usage. All Lots in the Subdivision shall be used and occupied for single-family residential purposes only. No owner or other occupant shall use or occupy any Lot, or permit the same or any part thereof to be used or occupied, for any purpose other than as a private single family residence for the Owner or such Owner's tenant and their families. As used herein, the term "single family residential purposes" shall be deemed to prohibit specifically, but without limitation, the use of Lots for duplex apartments or other apartment use, Except as provided herein, no Lot shall be used or occupied for any business, commercial, trade or professional purpose.
- 2.2 Building Structure. No building other than single-Family dwellings and outbuildings used in connection therewith, shall be erected, altered, placed or permitted to remain on Lots. The term "outbuildings" shall include only garages, carports, and similar storage for motor vehicles, pump houses and other buildings for domestic animals permitted hereunder and pets, children's playhouses, guest and servants' quarters and structures of a similar nature for the convenience and pleasure of the occupants of the main dwelling and which are not incident to any commercial enterprise, business or profession.
- 2.3 Temporary and Other Structures. No structure of a temporary character, trailer, mobile home, tent, shack, barn, or any other structure or building, other than the residence to be built thereon, shall be placed on any Lot either temporarily or permanently, and no residential building, garage or other structure appurtenant thereto, shall be moved upon any Lot from another location; except, however, that Declarant reserves the exclusive right to erect, place and maintain, such facilities in and upon the Properties as in its sole discretion may be necessary or convenient during the period of and in connection with the constructing of other improvements within the Subdivision. Such facilities may include, but not necessarily be limited to, a temporary construction and/or sales office building, storage area, signs and portable toilet facilities. Declarant and builders shall also have the right to use a residence situated on a Lot as a temporary office or model home during the period of and in connection with construction and sales operations in the Subdivision, but in no event, shall a builder have such right for a period in excess of one (1) year from the date of substantial completion of his last residence in the Properties.
- 2.4 Nuisance. No noxious or offensive activity shall be carried on or permitted upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the Subdivision or to other Owners. No trucks larger than one ton, motor vehicles not currently licensed, or heavy construction equipment, shall be permitted to be parked on any Lot, unless screened from public view or in an enclosed garage, or on any street, except passenger cars and trucks not larger than one ton may be parked on the street in front of a Lot for a period not to exceed twenty-four (24) hours. The use or discharge of firearms on any part of the Property is prohibited. No motorbikes, motorcycles, motor scooters, "go-carts," four wheelers or other similar vehicles shall be permitted to be operated on any Lot in such a manner as to create a nuisance.
- 2.5 Signs. No bill boards or other advertising sign shall be erected or placed on any Lot, except that any Owner may display on a Lot one (1) sign of not more than six (6) square feet to advertise the Lot and any residence for sale. During the building of homes in the subdivision, the developer of

subdivision may place (2) two 4"x 8' signs at the entrance or on one lot to advertise the subdivision. Any builder or builder in the active progress in building, may appeal to the architectural committee to place a sign in the subdivision.

- 2.6 **Animals.** No animals, livestock, horse, poultry or fowl of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, and other household pets may be kept.

- 2.7 **Garbage and Refuse Storage and Disposal.** All Lots shall at all times be kept in a healthful, sanitary and attractive condition. No Lot shall be used or maintained as a dumping ground for garbage, trash, junk or other waste matter. All trash, garbage or waste matter shall be kept in adequate containers constructed of metal, plastic or masonry materials, with tightly fitted lids, which shall be maintained in a clean and sanitary condition and be screened from public view and not left in the street or driveway for more than (12) hours during day of pickup. No Lot shall be used for open storage of any material whatsoever, if such storage is visible from the street, except that new building materials used in the construction of improvements erected on any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, not exceeding one (1) year, as long as the construction progresses without unreasonable delay, until completion of the improvements, after which time such materials shall either be removed from the Lot, or stored in a suitable enclosure on the Lot. During all phases of construction of new homes and/or outbuildings or during all phases of construction involving existing homes and/or outbuildings, garbage and refuse shall be stored on the lot in such a manner as to prevent the garbage and/or refuse from leaving the lot except under approved disposal means and methods.

- 2.8 **Minimum Lot Size.** All Lots shall be conveyed as a whole except that two or more contiguous Lots may be re-subdivided into equal or lesser number of contiguous parcels provided that: (a) the square foot area of each re-subdivided parcel may not have less square foot area of the smallest lot on the Plat recorded on slide 146, in the Office of the Judge of Probate of Colbert County, Alabama, and (b) the Architectural Review Committee shall approve the same. Thereafter, such re-subdivided lots shall constitute lots for purposes of this Declaration. No Lot shall be re-subdivided from the recorded plat, nor shall any single family residential building be erected or placed on any Lot having an area less than the amount shown on the recorded plat, and in these restrictions without prior approval of the Developer/Declarant.

- 2.9 **Lot Maintenance.** The Owner or occupants of all Lots at all times shall keep weeds and grass thereon cut in a healthful and attractive manner and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The drying of clothes and the storage of yard equipment, pool equipment, well pumps, gas bottles and other machinery shall be screened from public view.

- 2.10 **Owner's Easement of Enjoyment.** Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall Pass with the title to every lot or building site, subject, however, to the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by members of the Association by vote of two-thirds (2/3) of the membership. Any Owner may delegate, in accordance with the by-laws, his right of enjoyment to the Common Area and facilities for the members of his family invitees, his tenants or contract purchasers who reside on the property.

- 2.11 **Satellite Dish.** In accordance with Federal Law, satellite dishes will be allowed and the dish may be placed in a position as to afford the best possible reception. Whenever possible the satellite dish will be placed out of view from the street.

- 2.12 **Mailboxes.** All mailboxes placed, erected, or constructed on any Lot or building site in the subdivision will be provided by the developer within 90 days of purchase.

- 2.13 **Vehicles.** No off-the-road vehicles, beach buggies, boats, campers, trailers, motor homes, recreational vehicles trucks (weighing over one ton), step-vans, or other such vehicles shall be permitted to be parked anywhere in the subdivision, including, but not limited to, lots and Common Areas, either lots and Common Areas, either temporarily or permanently, unless

totally screened from public view, except as provided for in 2.4 of this covenant.

ARTICLE 3

Architectural Review Committee and Architectural Control

- 3.1 Architectural Review Committee. The Architectural Review Committee (herein "ARC") shall consist of three (3) members at all times, who initially shall be Robert Norris, Jr., R. Brian Norris and Kyle Gean. Their address is 1614 State St. Suite C-2 Florence, Al 35633, and the point of contact is Brian Norris. If any member of the Architectural Review Committee shall resign, become unable to serve or die, then the remaining member(s) shall appoint a successor member(s) to the Architectural Review Committee, who need not be an Owner. If no member of the ARC remains to appoint new members of the ARC, then the Developer shall have the exclusive right to appoint members of the ARC until the Class B voting status of the Developer shall cease as provided for under Section 4.5 herein. After the Class B voting status of the Developer shall cease, then the members of the ARC shall be appointed by the Directors of the Association.

At any time the members of the Association, by the casting of two-thirds of the votes that can be voted by the members, shall have the right, through an instrument recorded in the public records of Colbert County, Alabama, to remove appointed members of the Architectural Review Committee. The Architectural Review Committee shall receive no compensation for services rendered and performed hereunder; provided, however, that the Architectural Review Committee shall have the right to charge a reasonable fee for review of plans submitted in accordance with this Article and construction inspection, such fee reasonably calculated to reimburse the Architectural Review Committee only for its actual out-of-pocket expenses (including employment of professional advisors).

- 3.2 Approval of Plans. A detailed plan shall be reviewed and approved in accordance with the guidelines, which this declaration authorizes the Board of Directors to establish. No building, structure, fence, wall, tennis court, swimming pool, landscaping or other outdoor recreational facility, including lighting or other improvements, shall be commenced, erected, constructed, placed or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the detailed plans, specifications and plot plans have been submitted to and approved in writing by the Architectural Review Committee.
- 3.3 Construction Requirements. (a) Only new construction materials (except for used decorative brick) shall be used and utilized in constructing any structures situated on a Lot. (b) All exterior construction on the primary residential structure must be completed in accordance with approved plans not later than twelve (12) months, following commencement of construction. For the purpose here-of, the term "commencement of construction" shall be deemed to mean the date on which the building permit is purchased. Construction halted for more than twelve (12) months, or manifestly incomplete after the termination of the twelve (12) month period following the commencement of construction, or abandoned indefinitely, must be removed at the Owner's expense. Such removal shall include all roofs, walls and foundations, and any remaining excavations shall be filled in and natural vegetation allowed to recover. Notwithstanding the foregoing, the Architectural Review Committee may, at its sole discretion, grant an extension in writing to such twelve (12) month period, provided that exterior construction has been diligently pursued and/or the operations of extenuating circumstances warrant such extension.
- 3.4 Size of Residence. No residential structure erected on any Lot shall have less than fourteen hundred (1400) square feet of heated floor space, exclusive of the area of attached garages, porches, guest or servants' quarters or other appurtenances or appendages. No residential structure erected on any lot shall have a roof pitch less than 7 on 12. All residential structures must use architectural or dimensional shingles; traditional flat shingles will not be allowed.
- 3.5 Building Location and Setback. Unless otherwise provided for on the plat, the front building setback shall be a minimum of thirty (30) feet from the front line. Side building setback shall be a minimum of ten (10) feet unless otherwise specified in the plat. Rear setback for outbuildings shall be a minimum of five (5) feet. For the purposes of this Subsection 3.5, eaves, steps, and open porches shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of a building to encroach upon, or overhang any other Lot. If two or more Lots, or fractions thereof, are consolidated into one single building site, these building setbacks shall be applied to such resultant building site as if it were one original, platted lot. In no case shall setback violate any Colbert County setback requirement.

- 3.6 Landscaping, Walls and Fences. Walls or fences constructed or erected on any Lots shall be of ornamental iron, wood, vinyl or masonry construction. No wall or fence shall be constructed from the front property line to 20 feet behind the corner of the house nearest front property line. All Lots shall be grassed in the entire designated yard area by sodding and the yard shall be landscaped upon the completion of construction and before occupancy. It shall be the Owner's responsibility to maintain any landscaping, walls or fences situated on a Lot so that such improvements remain in an attractive, well-kept condition.
- 3.7 Garages. Every residential structure shall include, at minimum, a two-car garage. Off-the-road vehicles, jeeps, beach buggies, boats, campers, trailers, motor homes, recreational vehicles, vans, motorcycles, motorbikes, farm tractors, farm implements, tractor trailers, mowers, commercial vehicles, of any kind, or any other vehicle, machine, equipment, or apparatus shall not be parked anywhere temporarily or permanently (except for short term parking not to exceed twenty-four (24) hours, except in garages, carports or otherwise enclosed or camouflaged so as not to be detrimental to the appearance of the property from any Lot line. Campers, recreational vehicles shall not be allowed in a temporary nature (over twenty-four hours) in driveway, in front of home or in yard.
- 3.8 Off-Street Parking. Each Lot Owner shall provide adequate space and facilities for parking at least three (3) automobiles off the street and within the boundaries of the Lot.
- 3.9 Driveway and Walkway Construction. All driveways shall be constructed of concrete and have a minimum width of eight (8) feet. Where curbs are required to be cut for driveway entrances, the curb shall be repaired in a neat and acceptable fashion. All driveways must be constructed in a manner that will not alter the requirements of the drainage system constructed for the Baker Place Subdivision. All driveways and walkways must be approved by the Architectural Review Committee. All curbs must be cut before being removed to construct driveways and shall be repaired in a neat and workmanlike manner.
- 3.10 Utility Connections. All house connections for all utilities including, but not limited to, water, electricity, telephone, and television shall be run underground from the proper connecting points to the dwelling in such a manner to be acceptable to the governing utility authority, and not encroaching on other lots adjoining.
- 3.11 Lots on Wetland Area, Body of Water. No Lot shall be increased in size by filling in of any wetlands, body of water, creek or any waterway on which it may abut without appropriate governmental permits (if any are required) and prior written approval of the Architectural Review Committee.
- 3.12 Minimum Construction Standards and Inspections. In addition to compliance with the requirements set forth under this Declaration, any and all improvements on any Lot shall comply with the standards and provision of the Colbert County, and Alabama Building Code. During all phases of construction and improvements on any Lot, the Architectural Review Committee or its designated representatives may make periodic inspections for the purpose of determining compliance with the provisions of this Declaration.
- 3.13 Easements. An easement is reserved over and across each Lot in the subdivision (except those portions on which a residential dwelling is actually constructed) for the purpose of installing, repairing, and maintaining or conveying to proper parties for the installation, repair or maintenance of electrical power for the Lots in the subdivision, and easements shown or reserved on the recorded plat of the subdivision if any, are hereby adopted as part of these restrictions.
- 3.14 Lot Drainage. No one shall change the natural contours of the land causing undue and harmful flow of surface water drainage to adjoining property owners. These drainage patterns shall not be altered. On Lots with drainage easements, (as reflected on recorded plat) no structures, planting, or other materials including fencing, of a permanent nature, shall be placed or permitted to remain which may change the direction or flow of drainage channels in the easements, or obstruct or retard the flow of water through any such drainage channel.
- 3.15 Waivers By Architectural Review Committee - The Architectural Review Committee shall have the right to grant variances from the specific requirements of these covenants for building setbacks for both primary buildings and outbuildings and for pools, fencing, building material and eave overhangs if, by not granting the variance, the lot owner will experience, in the sole opinion of the Architectural Review Committee, an undue hardship.

ARTICLE 4

Association Creation, Membership and Rights of Members

- 4.1 Formation of a Homeowners Association. The Developer shall create a nonprofit corporation (Association) under the laws of the State of Alabama which shall have the power and obligation of perpetually managing and maintaining, repairing, replacing, improving and insuring the Common Areas, facilities and easements within this subdivision. The Association shall collect assessments and make disbursements of proceeds and shall take appropriate disciplinary action concerning delinquent accounts. The Association shall be known as the Baker Place Property Owners Association, Inc.
- 4.2 Board of Directors. The affairs of the Association shall be managed by the Board of Directors.
- 4.3 Composition and Term of Board of Directors. The Board of Directors of the Association shall be elected for one (1) year terms by a simple majority vote of the Members of the Association who are present in person or by any person holding the written proxy of a Member at the annual meeting of Members, such election to be held and conducted in accordance with the By-Laws of the Association. Directors shall meet at least once during any twelve (12) calendar month time period. Any vacancy occurring in the Board of Directors may be filled by the affirmative Vote of the majority of remaining Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.
- 4.4 Association Memberships. Every Owner of a Lot, which is subject to assessment, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment.
- 4.5 Voting Classes. The Association shall have two (2) classes of voting membership:
- Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds interest in a Lot, all such persons shall be members. The vote for such Lot shall be exercised as determined by the Owners thereof, but in no event shall more than one vote be cast with respect to any one Lot
- Class B. The Class B member shall be the Declarant, which shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:
- (a) When the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership; or
 - (b) Six (6) months after seventy-five percent (75%) of the Lots to the project have been conveyed to Lot purchasers; or
 - (c) Seven (7) years following the conveyance of the first Lot

ARTICLE 5

Assessment for the Maintenance and Improvements of Common Areas & Other Services

- 5.1 Creation of the Lien and Personal Obligation of Assessments. Each Lot owner of any Lot, by acceptance of and deed therefore from the Declarant, agrees to pay to the Association: (1) annual assessments or charges for maintenance and upkeep of Common Areas within the subdivision; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided, but not prior to the deed from the Declarant. The Declarant shall at no time be responsible for the payment of any annual and special assessments or capital contributions. The annual and special assessments and capital contributions shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment shall be the personal obligation of the person who was the Lot owner of such property at the time when the assessment fell due.
- 5.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the subdivision and, in particular, for the improvement and maintenance of Common Areas and related facilities devoted to this purpose, including, but not limited to electrical, water, taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

- 5.3 Basis of Annual Assessments. The Board of Directors of the Association, after consideration of current and projected maintenance costs and future needs of the Association, shall fix the annual assessment for each year.
- 5.4 Special Assessment for Capital Improvements. In addition to the annual assessments authorized by Subsection 5.3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction unexpected repair or replacement of a described capital improvement upon the Common Area including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of 2/3 of those members (however, in no event may more than one vote be cast for each Lot) present (either in person or by proxy) at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.
- 5.5 Capital Funds. As part of the annual assessment review process, the Board of Directors shall establish and provide for an adequate capital reserve fund to cover unforeseen costs and expenditures relative to possible repairs, replacements, modification or improvements to capital items such as but not limited to, fencing, street lights, wiring, irrigation sprinkler lines, sprinkler heads, distribution system, holding ponds and storm water drainage systems. Extra landscape expenditures such as trees, shrubs, etc. and other items of a similar nature and character.
- 5.6 Date of Commencement of Annual Assessment Due Dates. The annual assessments provided for herein shall commence as to all lots or building sites at such time as is fixed by the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each lot or building site at least thirty (30) days in advance of each annual assessment period. Written notice of the first assessment and each annual assessment thereafter shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot or building site have been paid. A properly executed certificate of the Association as to the status of assessments on a lot or building site is binding upon the Association as of the date of its issuance.
- 5.7 Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment payments not paid within thirty (30) days after the due date shall accelerate the due date of the entire assessment and shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the lot or building site. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot or building site. Each such assessment, together with interest, costs and reasonable legal fees, shall also be the personal obligation of the person(s) who is the owner of such lot at the time when the assessment becomes due.
- 5.8 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of the interest in any lot or building site shall not affect the assessment lien. However, the sale or transfer of the interest in any lot or building site pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot or building site from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE 6

Easements

- 6.1 Easement for Ingress, Egress and Utility Purposes. The Declarant hereby reserves, excepts, imposes, grants and creates a non-exclusive, perpetual easement to and on behalf of the Declarant, the Association, the Owners, their grantees, heirs and successors in interest, for drainage and utility purposes over, under and across that portion of the Plat of the subdivision

designated as Common Areas, The Declarant hereby reserves, excepts, imposes, grants and creates a non-exclusive, perpetual easement to and on behalf of the Declarant, the Association, the Owners, their grantees, heirs and successors in interest, for ingress and egress purposes over, under and across that portion of the Plat of the subdivision designated as streets and roads. The Association shall maintain this easement. Within this easement, no structure, planting or other material that may interfere with the use and purpose of the easement shall be placed or permitted to remain.

ARTICLE 7

General Provisions

- 7.1 Duration. The covenants and restrictions of this Declaration shall run with and bind the land subject hereto, and shall inure to the benefit of and be enforceable by the Owner (s) of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for an initial term of thirty (30) years from the date hereof. During such initial term, the covenants and restrictions of this Declaration may be amended or terminated only if signed by the then owners of Lots who are entitled to cast two-thirds (2/3) of the votes in the Association in the Subdivision and properly recorded in the appropriate records of Colbert County, Alabama. Upon expiration of said initial term, said covenants and restrictions (as amended, if amended) and the enforcement rights relative thereto, shall be automatically extended for one successive period of thirty (30) years. During such thirty-year extension period, the covenants and restrictions of this Declaration may be changed or terminated only by an instrument signed by the then owners of Lots who are entitled to cast a majority of the votes in the Association in the Subdivision and properly recorded in the appropriate records of Colbert County, Alabama.
- 7.2 Enforcement. The Declarant or any Owner shall have the right to enforce the provisions set forth in this Declaration. Enforcement shall be by action of law or in equity against any person or persons violating or attempting to violate any of these provisions either to restrain the violation thereof or to recover damages from such violations. The party bringing such action or suit shall be entitled to recover, in addition to costs and disbursements allowed by Law, and in the event that he is the prevailing party, such sums as the Court may adjudge to be reasonable for the services of his attorneys. Any judgment in favor of the Association or a Lot Owner and against an Owner for attorney fees and costs resulting from enforcement of or violation of these covenants shall be a lien against the Lot(s) owned by such non-prevailing Owner, regardless of whether such Lot is the homestead of the Owner.
- 7.3 Amendments by Declarant. The Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party to amend this Declaration by any instrument in writing duly signed, acknowledged and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or affect the vested property or other rights of any Owner or his mortgagee.
- 7.4 Interpretation. If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.
- 7.5 Omissions. If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any other words, clause, sentence or provision appearing in the Declaration shall be omitted here from, then it is hereby declared that such omission, was unintentional and that the omitted punctuation, words, clause, sentence or provision shall be supplied by inference.
- 7.6 Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed postage prepaid, to the last known address of the person who appears as recorded owner of a Lot in the Subdivision at the time of such mailing.
- 7.7 Separability. Invalidation of any one or more of the covenants, restrictions, conditions or provisions contained in this Declaration, or any part thereof, shall in no manner affect any other covenants, restrictions, conditions or provisions hereof.
- 7.8 FHA, VA, FNMA Financing. Notwithstanding the foregoing provisions in Section 6.1, Declarants reserve unto themselves, their heirs and assigns, the right to amend this Declaration at

any time within two years after date hereof, if doing so is necessary or advisable to accommodate FHA, VA, FNMA or the like, financing of residential structures within the subdivision. Any amendment of this Declaration must be recorded in the public records of Colbert County, Alabama.

- 7.9 FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.
- 7.10 Mortgage and Conveying of Common Area. The common area cannot be mortgaged or conveyed without the written consent of the owners of at least 2/3 of the Lots (excluding the Lots the Developer owns).
- 7.11 Permanent Injunctive Relief. Any single violation of any use restrictions by an Owner shall constitute a continuing violation which shall allow the Association to seek permanent injunctive relief. Each Owner agrees that in any action filed by Association seeking permanent injunction relief against an Owner for any alleged violations of the restrictive covenants, the Association shall not be required to file any bond. In no event shall a violation of these conditions, restrictions or covenants ever be interpreted to work a reverter or forfeiture of title.
- 7.12 Notice. Unless otherwise expressly provided herein, the requirements of the Association to give any type of notice provided herein may be satisfied by mailing said notice, postage prepaid, to the last mailing address of the Owner as reflected on the records of the Association.

ARTICLE 8

It is contemplated by the Declarant/Developer that additional subdivisions and/or extensions of the Baker Place Subdivision (as platted on the Plat recorded on slide 146, in the Office of the Judge of Probate of Colbert County, Alabama) may be added to and be a part of the Association, and therefore may have the use and benefit of the common areas, which are the subject of these restrictive covenants. As long as the Declarant/Developer owns any lot within the Subdivision, the Declarant/Developer shall have the right and power, but not the obligation, in its sole discretion and by its sole act, to make any additional property subject to this Declaration.

ARTICLE 9

No Liability of Association

The Association, its officers and directors, the Declarant and its officers, directors, the ARC and the Architectural Review Representative shall not, in any way or manner, be held liable to any Owner or any other person or entity for failure to enforce any violation of the restrictions, conditions, covenants, reservations, liens or charges herein contained by any Owner.

DFRD 2008 23549

EXECUTED this 10th day of October, 2008

Witness: _____

Print Name: _____

By: Robert Brian Norris

Witness: Amanda Barner

Robert Brian Norris, Secretary

Print Name: _____

STATE OF ALABAMA COUNTY OF COLBERT

BEFORE ME, the undersigned, Notary Public in and for said County and State, on this day personally appeared ROBERT NORRIS, JR., President, RIDGECREST CONSTRUCTION, LLC., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the same.

Given under my hand and seal of this office, this 10th day of October, 2008.

My commission expires: 7/28/09

Notary Public Kim Reid

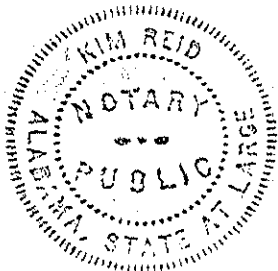


Exhibit A – DECLARATION OF COVENANTS AND RESTRICTIONS FOR
BAKER PLACE SUBDIVISION

STATE OF ALABAMA COUNTY OF COLBERT

A tract of land lying in the North ½ of the Northeast ¼ of Section 24, Township 4 South, Range 12 West, Colbert County, Alabama, and being more fully described as follows: Commence at an existing nail and cap in Baker Lane at the Northwest Corner of the Northwest ¼ of the Northeast of said Section 24; thence South 89 Degrees 02 Minutes 32 Seconds East, 434.82 feet to an existing capped re-bar (Thorp) and the point of beginning of the herein described tract; thence South 89 Degrees 11 Minutes 32 Seconds East, 514.63 feet to a set iron pin (LB-11294); thence South 10 Degrees 14 Minutes 39 Seconds West, 174.40 feet to a set iron pin (LB-11294); thence South 0 Degrees 30 Minutes 32 Seconds West, 60.00 feet to a set iron pin (LB-11294); thence South 89 Degrees 29 Minutes 28 Seconds East, 115.26 feet to a set iron pin (LB-11294); thence South 01 Degrees 02 Minutes 29 Seconds East, 1090.47 feet to a set iron pin (LB-11294); thence North 88 Degrees 58 Minutes 23 Seconds West, 794.50 feet along the South Boundary line of a 62.5 foot Transmission line and an existing rebar (thorp); thence North 0 Degrees 12 Minutes 54 Seconds West, 207.57 feet to an existing rebar (thorp); thence North 89 Degrees 12 Minutes 11 Seconds West, 29.03 feet to an existing crimped pin; thence North 01 Degree 02 Minutes 29 Seconds West, 207.57 feet to an existing rebar (thorp); thence North 89 Degrees 37 Minutes 34 Seconds West, 208.86 Feet to an existing crimped pin; thence North 89 Degrees 37 Minutes 34 Seconds West, 210.68 Feet (passing over an existing re-bar at 171.07 Feet) to an existing capped rebar (Thorp) in Baker Lane; thence North 01 Degree 00 Minutes 04 Seconds West, 316.10 feet to an existing capped re-bar (Thorp) in Baker Lane; thence North 01 Degree 01 Minutes 02 Seconds West, 281.38 feet to an existing capped re-bar (Thorp); thence North 89 Degrees 51 Minutes East, 435.76 feet (passing over an existing Thorp capped re-bar set at 38.99 feet) to a capped re-bar set; thence North 01 Degree 00 Minutes 04 Seconds West, 298.79 feet to the point of beginning, containing 25.51 Acres more or less, and being subject to a portion of the right-of-way for Baker Lane off the West Side thereof, subject to a 62.5 foot of Transmission Line Easement evenly off the Southerly side thereof and subject to any utility easements of record.

OPRD 2008 23550