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RESTRICTIVE COVENANTS
PERTAINING TO
FOX HUNTER RIDGE

2003105518 Book-5500 Page-1967
Total Number of Pages: 8

STATE OF ALABAMA
COUNTY OF MOBILE

WHEREAS, the undersigned, EGS, LLC, are the owners of the real property situated in the county of Mobile, State of Alabama, described as follows:

FOX HUNTER RIDGE SUBDIVISION
recorded in Map Book 0102, Page 080,
in the office of the Judge of Probate,
Mobile County, Alabama.

and

WHEREAS, EGS, LLC are desirous of having said property become subject to the hereinafter set restrictions:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that in consideration of the premises, said property is hereby made subject to the following restrictions, limitations, conditions and protective covenants, reservations and easements.

1. USE: All lots in said subdivision shall be known and designated as residential lots. No structures shall be erected, placed or permitted to remain on any of said lots for any purpose other than strictly private or residential purposes with a private garage, carport, servant's quarters and appropriate out buildings. No unit shall be designated to accommodate more than one family. Any multi-family or commercial use is prohibited. No use shall be made of said premises except such as is incidental to the occupation thereof for residence purposes by one private family residing in a detached, single family dwelling. All dwellings or structures to be used as dwellings shall be of new construction and shall be built on site.

2. CONSTRUCTION COMPLETION PERIOD: Each dwelling or other building shall be completed within one (1) year after commencement of construction unless completion is prevented by conditions found by the Committee to be beyond the control of the lot Owner.

3. ANIMALS: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. Dogs shall not be allowed to run loose in the subdivision.

4. BUILDING LOCATION: No building including any attached garage shall be erected upon any residential lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. No building, except and approved detached garage or other outbuilding located 100 feet or more from the front lot line, shall be located nearer than 10 feet to any interior lot line.

However, notwithstanding the provisions contained herein, no building shall be placed nor shall any material or refuse to be placed or stored on any lot within 20 feet of the property line of any part or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

5. DWELLING REQUIREMENTS: The ground floor area of a residence (dwelling), exclusive of verandas, open porches, garages, carports, breezeways, decks and patios, shall not be less than 1500 square feet for a one story dwelling, nor less than 900 square feet for a dwelling of more than one story, but, in any case a dwelling of more than one story must contain not less than 1500 square feet. No dwelling shall be more than two stories. All dwellings must be of new construction. No dwelling may consist of, be substantially constructed of, be reconditioned out of, or be restored from any building or part of building, regardless of whether or not it has previously been used as a dwelling. No preconstructed dwelling or building to be used as a dwelling may be placed upon any lot in said subdivision. All dwellings must be built on a slab foundation, exclusive of decks and porches, unless approved by EGS, LLC.

6. GARAGES AND CARPORTS: No openings of carports shall be visible from the street on which the residence fronts unless such carport attaches to the rear of primary structure and is completely behind the primary structure. Garages entered from front of lot or street side are allowed.

7. DRIVEWAYS: Said driveway shall be constructed at the time the residential structure is built. No tractor, trailer, motor vehicle, habitable motor vehicle, or boat shall be parked, stored or allowed to stand upon any street in the subdivision or in the front yard of any residence. All driveways shall be constructed as permanent and shall be made either concrete or asphalt and the construction shall be such as in required by the conditions of the soil and shape of each lot.

8. AIR CONDITIONING AND HEATING UNITS: Air-conditioning and heating unit, blowers, towers, condensers or structures related thereto, when erected between the side of any building or structure and the side lot line of the lot on which said building or structure is located, shall be enclosed in conformity with the general architecture of the primary residential building or structure, or shielded by shrubbery. No window air-conditioning units shall be permitted on the front or sides of any residence so as to be visible from the front line of such lot.

9. ANTENNAS AND SATELITE: All outside radio and T.V. antennas shall be installed in such a way as not be offensive from the main road and shall be placed on the back side of the chimney where possible, otherwise, they shall be placed on the back side of the roof. Satellite receiving dishes will not be permitted in the yards without prior written approval of the Architectural Control Committee or its designated representative. Satellite receiving dish or antenna will not be permitted in any front yard.

10. DEBRIS: All building debris, stumps, trees, etc., must be removed from each lot by owner as often as necessary to keep the house, lot and subdivision attractive.

11. EXISTING DRAINAGE: Existing drainage shall be altered in any manner, and specifically shall not be altered in such a manner as to divert the flow of water onto an adjacent lot.

12. FENCES: Fences or hedges shall not be placed nearer to the street than the back of the dwelling, with the exception of fencing or hedges around heating and air conditioning equipment which must be properly screened. Type and location of fencing or walls must be approved by the Committee prior to placement upon any portion

of any lot. Chain link fencing will be allowed only in the backyards. In addition, each lot owner shall be responsible to maintain all privacy fencing and walls located on said lot owner's property.

13. NUISANCES: No trade or business activity of any kind shall be carried on upon any lot in said subdivision, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.

14. RESTRICTIONS AGAINST RE-SUBDIVISION: No subdivision or resubdivision of any lot shall be made except for the purpose of adding an existing adjacent lot in order to increase the size of such adjacent lot. No lots of less than original size shall be permitted.

15. TEMPORARY RESIDENCE: No structure of a temporary character, trailer, basement, tent, garage, barn, shack or other outbuilding shall ever be used on any lot at any time as a residence, either temporarily or permanently, nor shall there be erected any outside toilets on any of said lots.

16. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All garbage containers to be kept behind the dwelling except on days that the garbage is collected.

17. SIGNS: No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than 4 square feet, advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period.

18. SEWAGE DISPOSAL: No septic tanks or septic tank drain field shall be placed on any lot. All sewage to be connected to South Alabama Utilities, connection fees to be paid by lot owner or builder.

19. SIGHT DISTANCE AT INTERSECTION: No fence, wall hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to

remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street property lines extended. No trees shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sightline.

20. OIL AND MINERAL OPERATIONS: No oil, gas mineral or other MINING OR DRILLING OPERATIONS, OIL DEVELOPMENT OPERATIONS, oil refinery, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot. Any oil, gas, sulfur or other minerals produced from this property must be done by offset drilling or in a manner other than from the surface of this property.

21. MAINTENANCE: The land and all improvements shall be maintained by the owner thereof in good condition and repair. Recommendations: It is recommended by the developer that the property owners establish a garden club to maintain entrance landscaping and subdivision signs. This will be the responsibility of the developer for only 1 year after the recording of this instrument in the office of Probate Court, Mobile, Alabama.

22. ARCHITECTURAL CONTROL: No building, fence wall, or other structure of landscaping shall be commenced, erected, placed altered or maintained on any building plot or lot in this subdivision nor shall any exterior addition to or change or alteration therein or change in the exterior appearance be made until the building plans, specifications and plot plan showing the location of such building, the nature, kind, shape, height or change have been approved in writing as to conformity and harmony of external design with existing structures and landscaping in the subdivision and as to location of the building with respect to topography and finished ground elevations, by a committee composed of Don F. Gardner and two other persons nominated by him to serve on such committee. The committee may, in its sole discretion, require a reasonable fee for review of

said plans and specifications. Plans and specifications for final approval or the committee shall include the following:

A. Complete plans and specifications sufficient to secure a building permit in Mobile County, Alabama, including a plot plan showing a lot and block and placing of residences, garage, out-building, and wall or fences.

B. Front elevations and both side elevations, or front elevation and one side elevation and rear elevation of building, plus elevations of walls and fences.

C. A perspective drawing if deemed necessary by the committee to interpret adequately the exterior design.

D. Data as to materials, color and texture of all exteriors, including roof coverings, fences and walls.

E. One set of blueprints shall be left with the Architectural Committee until construction is completed.

The Committee's approval or disapproval as required in the covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with, but all other conditions and restrictions herein contained shall remain in force.

If at any time, the Committee has ceased to exist as such, and has failed to designate a representative to act for it, the need for committee approval is dispensed with.

23. CONTINUITY OF RESTRICTIONS: These covenants are to run with the land at law as well as equity and shall be binding on all parties and persons claiming under them and inure to the benefit of successors and assigns of the declarant and all present and future persons owning or having an interest in any of said lots or a part thereof for a period of 25 years from the date these covenants are recorded in the office of the Judge of Probate Court of Mobile County, Alabama, After which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has


been recorded in said records, agreeing to change said covenants in whole or part. Only owners of the fee title shall be permitted to vote on modifications, extension or these building restrictions.

24. ENFORCEMENT: The restrictive covenants contained herein shall not operate as a cloud upon the title of any of said lot, nor shall any breach thereof forfeit the title to the property of the owner violating said restrictions, but any owner of any property in said subdivision shall have the right to enforce any property in said subdivision shall have the right to enforce any of the foregoing restrictions against any person violating the same by appropriate proceedings in a court of competent jurisdiction.

25. PROCEDURE FOR AMENDMENT: Any or all of the restrictions herein set forth may be annulled, amended or modified at any time by an instrument executed by the undersigned or owners representing 75% of lots in said subdivision. However, no amendment shall place an additional burden or restriction on said lots which bind any lot, the owner of which does not join in said amendemnt. Only owners of the fee title shall be permitted to vote on modification, extension or termination of these building restrictions.

26. SEVERABILITY: Invalidation of any one of these covenants by judgement of court decree in no way affects any of the other provisions which shall remain in force and effect.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on this the 30th day of September, 2003.



EDDIE G. SELLS



DON F. GARDNER

State of Alabama
County of Mobile

I, the undersigned notary public in and for said state and county, hereby certify that Eddie G. Sells, 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 on this the 30th day of September, 2003.



Notary Public
My Commission Expires

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Nov 18, 2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS

State of Alabama
County of Mobile

I, the undersigned notary public in and for said state and county, hereby certify that Don F. Gardner, 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 on this the 30th day of September, 2003.



Notary Public
My Commission Expires

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Nov 18, 2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS

State of Alabama - Mobile County
I certify this instrument was filed on:
Wed, Nov-26-2003 @ 2:28:33PM
RECORDING FEE 21.00
S. R. FEE 2.00
TOTAL AMOUNT \$23.00