

DECLARATION OF RESTRICTIONS AND COVENANTS
OF
SEDFIELD

STATE OF ALABAMA)

BALDWIN COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That YIA Development, LLC (“Developer”) owner of all of the lots in Sedgfield, a subdivision located in Baldwin County, Alabama, which Subdivision Plat is recorded as Instrument No. 967467 on Slide No. 2260 F in the Probate Office, Baldwin County, Alabama (“Subdivision”), desiring to restrict the use of said real property for the benefits thereof and to promote its development, does hereby restrict the use and occupancy of the said real property by adopting the following restrictions and protective covenants, which covenants shall apply to said Subdivision.

1. **Land Use and Building Type**

A. Single family dwellings only and accessory structures customarily incidental to this use are to be constructed on all lots. No flat, duplex, or apartment house or group apartment, though intended for residential purposes, may be erected thereon. No mobile home, mobile living facility or structure of a temporary character shall ever be placed on a lot or used as a residence. No commercial or business use shall be allowed.

B. All accessory structures, including car garage, must be of the same design and constructed of the same materials as the main dwelling house. Any car garages constructed shall be at least a double car garage and shall open to the side or rear of the lot and the garage door shall not open to the front side of the lot facing the street. No metal or fiberglass storage sheds or any other type of portable building or shed shall be allowed on any lot.

C. No fences of any kind will be erected nearer the front lot line than the rear of the dwelling house. This restriction does not apply to a growing hedge. If no dwelling house exists on the lot, no fence or hedge of any kind may be erected or planted. All fences shall be constructed of wooden boards in a shadow box design and shall not detract aesthetically from the surrounding premises. No fence shall be over six (6) feet tall and no chain link fences will be permitted.

967770

State of Alabama, Baldwin County
I certify this instrument was filed
and taxes collected on:

2006 April -11 3:12PM

Instrument Number 967770 Pages 13
Recording 39.00 Mortgage
Deed Min Tax
Index DP 5.00
Archive 5.00
Adrian T. Johns, Judge of Probate

D. Excluding the residential structure and driveway, not more than thirty (30) % of the trees on each lot may be removed, and removal must be approved by the Developer.

E. No satellite dish or similar electronic equipment shall be constructed closer to the front lot line than the rear of the dwelling house, and it shall also be screened in such a manner as to not be visible from adjacent lots or from the street.

F. No outside clothes lines shall be allowed.

2. **Size of Structures**

No lot shall have a dwelling house containing less than 2,400 square feet of heated and cooled areas (exclusive of carport, garages and open porches) constructed on the property.

3. **Architectural Review Committee**

No building or any other improvement, including without limitation, any pier, wharf, or other water-related structure, any fence, pool, or any other device or article attached to the ground or to any building shall be erected, placed or altered on, or attached to, any lot until such building or other improvement shall be approved in writing by Developer or its designated representative. To request such approval, the requesting party must submit to Developer or its designated representative: One complete set of final building or construction plans, specifications, and plot plans showing the location of each building, fence, wall and any other improvement, private road, driveway (in this case also showing the course, width of same and curb cut), pool, and all other proposed structures, as well as a tree survey which reflects the proposed location of all improvements. Said plan shall be prepared by a qualified architect, engineer, or draftsman, duly licensed to do business in Mobile or Baldwin County, State of Alabama, and such person shall be qualified to draw house plans. Plans or exhibits shall show, without limitation, (i) a schedule of exterior materials and colors, (ii) orientation, front, rear and side elevations, and finished ground elevation of the structure, and (iii) the habitable area square footage as referred to in paragraph 2 hereof. Approval, which shall be given or withheld or conditionally given in Developer's sole discretion, shall be based on compliance with all requirements stated in these covenants and on the compatibility of the proposed improvements with other existing or anticipated improvements in the Subdivision, and the quality and attractiveness of the proposed improvements. Developer review shall be limited to outward appearance only and shall not

include any responsibility or authority to review for structural integrity, interior design, compliance with building or zoning codes or standards, or any other similar or dissimilar factors.

All proposed building or construction plans, specifications, plot plans or related data, drawings or requests for approval shall be submitted to Developer at the following address: 169 Dauphin Street, Suite 101, Mobile, Alabama 36602, until Developer relinquishes this responsibility over to an Architectural Review committee which will be comprised of lot owners who will vote in accordance with the By-Laws of the Sedgefield Homeowners Association.

Developer approval shall be required for all exterior materials and colors, including doors and windows, ceiling height, elevations, placement of heating and air conditioning equipment, placement of power boxes, location of buildings, outbuildings, and driveways, and direction the house faces the street and surrounding homes.

4. **Exterior Materials**

Brick, stucco, and wood are allowed. Other materials and styles may be approved by Developer in one or more instances if, in its sole discretion, these materials and/or styles are deemed compatible with the Subdivision and any existing and/or contemplated improvements within the Subdivision.

5. **Ceiling Height and Roof Pitch**

Minimum of nine (9) feet required on first floor and eight (8) feet on second floor. Without Developer's prior written consent, no roof pitch shall be less than eight inches (8") in a twelve inch (12") run. Roof materials shall be subject to the approval of the Developer.

6. **Outdoor Lighting**

No mercury vapor lights or other outside lights shall be permitted on any lot without the prior written approval of Developer. Developer approval of any outside lighting may be withdrawn if Developer determines that the lighting is or becomes a nuisance. No floodlights or permanent lighting may be directed toward any street or any other lot.

7. **Construction**

Each dwelling must be constructed by a general contractor licensed by the Alabama Licensing Board for General Contractors to construct houses in the state of Alabama and must be completed within nine (9) months from the date when construction begins; provided, however,

that Developer may, when it in its absolute discretion deems it is reasonable to do so, extend the construction completion deadline for one (1) or two (2) periods of up to ninety (90) days each.

Neither Developer nor any representative of Developer shall be liable to any lot owner or any other person, association or entity, or any damage, loss or prejudice suffered or claimed on account of: (i) the approval or disapproval of any submitted materials, whether or not defective; (ii) the construction or performance of any work, whether or not pursuant to approved materials; (iii) the development of the lot; (iv) the structural capacity or safety features of any proposed improvements; (v) whether or not the location of the proposed improvement on the building site is free from possible hazards from flooding or from any other possible hazards, whether caused by conditions occurring either upon or off any property located within the Subdivision; (vi) soil erosion causing sliding conditions; or (vii) any decision made or action taken or omitted to be taken under the authority of this Declaration.

8. **Building Location**

As used in this Declaration, the front of a lot shall be the side fronting on the street. No primary residential building on any lot shall be located nearer the front or rear lot line than the minimum building setback line shown on the Plat. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Each primary residence shall be so located that its front and rear ends are parallel with the lot lines on which it is located (unless otherwise approved by the Developer).

9. **Resubdivision**

No lot may be resubdivided, and only one primary residential building shall be permitted on each lot.

10. **Pets**

No person shall have, keep or maintain on any lot in the Subdivision any livestock, fowl or animals, domestic or otherwise, except dogs, cats, or similar pets. Dogs or cats or other pets shall not be kept in such numbers as to be an annoyance to other owners in the Subdivision. Specifically, no more than three (3) household pets may be kept on any lot at any one time. In no

event shall any household pet be kept, bred or maintained for commercial purposes. Dogs must be kept on a leash or on the owner's premises at all times.

11. **Nuisances**

No obnoxious or offensive activity or outside business shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

12. **Signs**

No sign of any kind shall be displayed to the public view on any lot, excepting, however, signs of not more than five 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, excepting also a temporary sign constructed by the Subdivision owner advertising the lots for sale.

13. **Construction of Sidewalks and Driveways**

A. Each lot owner shall be responsible for building, at his/her expense, a concrete sidewalk. Such sidewalk must be completed prior to certificate of occupancy being issued and in compliance with the appropriate municipal or county authority's specifications.

B. Every lot must have a driveway. All driveways and their entry and exit ways constructed in the Subdivision must be built of concrete and the plans and specifications for such must be in compliance with the appropriate municipal or county authority's specifications and approved by the Developer.

14. **Landscaping**

All landscaping to be done to each lot shall be approved by the Developer or Architectural Review Committee. A sketch of the landscaping design shall be submitted to the Developer or Architectural Review Committee along with the building or construction plans and specifications as provided in paragraph three (3) above. The landscaping plans for each Lot shall include provision for an underground sprinkler system which is approved by the Architectural Review Committee and Street Trees as defined below in paragraph 16.

15. **Sprinkler Systems**

Sprinkler systems are required to cover all areas of the lot and must be installed underground and shall be submitted as part of the landscaping plan and subject to approval of the

Developer or Architectural Review Committee. No sprinkler system of any type that draws upon water from creeks, streams, rivers, lakes, ponds, wetlands, canals or other ground or surface waters within the Subdivision shall be installed, constructed or operated within the Subdivision by any person or lot owner unless prior written approval has been received from the Developer or Architectural Review Committee.

16. **Trees.**

A. **Street Trees.**

Street Trees shall be planted on center in all planting strips (as defined in the Fairhope Subdivision Regulations) according to the following:

- (a) all Street Trees shall be at least 15 gallons and/or 1.5" to 2.5" in diameter when planted;
- (b) Street Trees shall be planted at least every 30 feet but no closer than 10 feet and each Lot shall contain a minimum of two (2) Street Trees;
- (c) Street Trees shall be hardwood over-story trees such as, live oaks, willow oaks, nuttall oaks, maples trees, etc.;
- (d) all Street Trees shall be pruned so that no foliage, limbs or other obstructions exist between 2 and 7 feet from the adjacent street grade;
- (e) in areas where planting strips are optional and not provided, sidewalks ten feet or greater shall provide 4' x 4' tree wells along the curb so that trees may be planted in conformance with these requirements.

Street Trees are allowed within the sight triangle at street intersections, provided that they do not have any foliage, limbs or other obstructions between 2 and 7 feet, and are not closer than thirty feet to the intersecting right-of-way line.

B. **Boundary Line Live Oaks.**

As of the date this instrument is recorded, there currently exist numerous live oak trees along the Northern boundary line of Sedgefield which backs up to Feather Trial street of Hunter's Glen Subdivision, Unit II and the Southern boundary line of Sedgefield (the "Boundary Line Live Oaks"). If any of the lot owners on the Northern and Southern boundary lines desire to construct a fence along their rear lot line, some or all of the Boundary Line Live Oaks may lay in the path of the fence. None of the Boundary Line Live Oaks are to be cut down, removed, replanted or destroyed. Any lot owner on the Northern or Southern boundary line desiring to construct a fence must construct the fence around the Boundary Line Live Oaks or incorporate the Boundary Line Live Oak into the fence in such a manner that does not harm the Boundary Line Live Oak or impede or restrict its future growth. This provision does not impose a duty on any lot owner to

replant a Boundary Line Live Oak that may fall or become damaged or destroyed by fire, wind, storm, disease or other natural causes.

17. **Street Numbers**

Each residence constructed must have the street address number clearly printed on the exterior side of the residence where it can be easily readable from the street.

18. **Recreational Vehicles**

No boats, personal watercraft, trailers, motor homes, campers, four wheelers, or other recreational vehicles or watercrafts shall be parked on any lot in the Subdivision unless parked in such a manner as to not be visible from the street.

19. **Mailboxes**

All mailboxes in the Subdivision must be the same and the particular mailbox used will be selected by the Developer or Architectural Review Committee.

20. **Easements**

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, as shown on the plat, or as herein otherwise described. The Developer reserves unto itself and its successors and assigns the right and easement, but does not assume any obligations, to construct, install, maintain, repair and place 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.

21. **Neatness, Etc.**

All lots and adjacent right-of-ways, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained by the owner of all such lots in a neat, attractive and presentable condition, even when such improvements are under construction.

22. **Terms 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 benefits 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 limitation 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 two-thirds (2/3) of the members of the lot owners 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 additional units or phases 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 units or phases 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 24 below, 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 24 below, 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 forgoing restrictions.

24. **Homeowners Association**

A. Developer has caused or will cause the formation of Sedgefield Homeowners Association, Inc. (the "Association"), a nonprofit corporation organized under the laws of the state of Alabama, and to be operated as the residential real estate management association for the Subdivision. Every owner of a lot in the Subdivision shall be a member of the Association. Each Member 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. Developer may, but is not obligated, to develop one or more additional phases or units of the Subdivision, in which case, every owner of a lot within any such additional unit(s) or phase(s) shall be a member of the Association in such then existing class designated by the Developer or in a new class then created by Developer.

B. The Association shall be responsible for maintaining, among other things, the following: the Brick Entry Wall located to the North of the front entrance of the Subdivision; the Brick Column located to the South of the front entrance of the Subdivision; the Entry Sign located in the median dividing entering and exiting traffic in the front entrance of the Subdivision; and the clay brick pavers located on Sedgefield Avenue at the front entrance and just West of Brandling Street and anywhere else in the Subdivision or any future phases. The Association shall also 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, but without limitation, all utility trench maintenance, including settling and washouts, and any storm center basins that may be located in the Subdivision.

The Association shall hold title to and maintain all property that Developer may designate or set aside as a common area, included but not limited to, any green areas, entrance ways,

streets, medians, any street lights, signs, play ground, walking trail or sprinkler system contained thereon. The Association shall also be responsible for maintenance of improvements and landscaping and sprinkler systems in the common areas and except to the extent that a governmental agency assumes responsibility, for maintaining the street lights and paying the bills for the service provided thereto. With respect to construction or other land-disturbance activity on any common area, the Association shall be responsible for taking such measures as are required by the Permit and applicable laws and regulations related to preventing sediment or other pollutants and stormwater run-off from leaving the construction site or associated areas. The Association shall hold title to and maintain all easements not granted to any governmental entity (including drainage and/or access easements) provided however the owners of lots that are subject to such easements shall be responsible for the routine maintenance (such as grass-cutting) of the areas on said lots that are subject to easements. If, and when Developer elects to develop additional phases of the Subdivision, the Association shall hold title to the common areas of the additional phase(s), and shall have the same duties and obligations with respect to said common areas, including streets, street lights, etc.

All members of the Association, and by acceptance of a deed to a lot, whether or not so expressed in such deed, are deemed to covenant and agree to pay to the Association annual general assessments or charges as herein described. All such assessments, together with interest thereon as provided below and the cost of collection thereof, including reasonable attorney fees, shall, as hereinafter provided, be the personal obligation of the owner of such property at the time such assessment becomes due. Such assessments, together with interest, costs, and reasonable attorney fees, shall also be a charge and a continuing lien upon the lot against which assessment is made. Such lien may be perfected by filing a statement of lien in the appropriate records of the Office of the Judge of Probate of Baldwin County, Alabama, setting forth the lot upon which the lien is claimed, the amount for which the lien is claimed, and the name of the property owner. The lien shall be enforceable in accordance with Alabama law.

The general assessment levied by the Association annually shall be used exclusively for the maintenance of the common areas and the discharge of the Association's responsibilities as set forth above, and for such other expenses related thereto as the Association deems necessary.

Assessments as to each lot shall not begin prior to a date set by a two-thirds vote of the Board of Directors of the Association.

The annual assessment shall be set by a two-thirds vote of the Board of Directors of the Association; provided, however, that the annual assessment shall be sufficient to meet the Association's obligations as budgeted. The Board shall set the date such annual assessments shall become due, and any assessment not paid within thirty (30) days from said date shall bear interest from the due date at a per annum percentage rate of twelve percent (12%). The Board may elect to require that the annual assessment be paid in monthly installments. Upon any voluntary conveyance of a lot, the grantor and grantee of such lot shall be jointly and severally liable for all unpaid assessments pertaining to such lot to the extent that such assessments accrues to the date of such conveyance, without prejudice, however, on the part of the grantee, but the grantee shall be exclusively liable for assessments accruing after grantee becomes a lot owner.

25. **Changes; Additions to Subdivision; and Reservation**

Developer reserves the right to make such changes to this Declaration (a) as Developer may deem necessary in order to comply with or address a governmental regulation or similar directive or to meet any other requirement or limitation that binds Developer or the Subdivision, or (b) as do not materially and unreasonably adversely affect any lot that Developer has already conveyed. Developer also reserves the right to cause property to be withdrawn from the subdivision plat and/or from the scope of this Declaration and to make such other changes to the plat as do not alter the boundaries of any lot not still owned by Developer. Further, Developer may, but is not obligated to, purchase one or more additional parcels of land adjacent to or in the vicinity of the Subdivision, and if Developer does so, Developer may, but is not obligated to, develop all or a portion of any other parcels as additional phases or units of this Subdivision and to submit such property to these Restrictions, to the extent provided for in a supplemental declaration, in which case owners of lots in such additional phase(s) or unit(s) shall become members of the Association, and any common areas in such other unit(s) shall be the responsibility of the Association in such then existing class designated by the Developer or in a new class then created by the Developer. Developer reserves the rights to access such additional development, if any, as Developer determines is appropriate.

26. **Amendment and Modification**

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them. Any and all of the restrictions herein may be annulled, amended or modified at any time by an instrument executed by the record owners of a majority of the lots in the Subdivision; provided, however, that no amendment shall place an additional burden or restriction on any lot in the Subdivision covered by these covenants, unless the owner of record of said lot joins in the amendment.

27. **Violation of Restrictions**

If any owner or occupant of a Subdivision lot violates or attempts to violate any of the above covenants or restrictions, it shall be lawful for any other person or persons owning any lot in the Subdivision to prosecute any civil actions against the person violating or attempting to violate such covenants and restrictions for the purpose of either preventing him/her from doing so or recovering damages for such violation. In no event, however, shall a violation of any covenant or restriction herein contained work a forfeiture or reverter of title. In the event of such enforcement of these covenants and restriction, the prevailing party shall be entitled to recover his reasonable costs and attorney's fee from the other party.

28. **Severability**

Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in force and effect.

WITNESS my hand and seal this 11th day of APRIL, 2006.

YIA DEVELOPMENT, LLC

By: 
RICHARD D. INGE

As Its: Manager and Member

STATE OF ALABAMA)
MOBILE COUNTY)

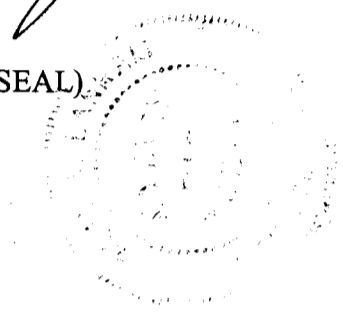
I, CLAY A. LANHAM, a Notary Public in and for said County, in said State, hereby certify that RICHARD D. INGE, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11th day of APRIL, 2006.

Clay A. Lanham
Notary Public

My Commission Expires: 11-10-09

(NOTARIAL SEAL)



This Instrument Prepared By:
Clay A. Lanham
Vickers, Riis, Murray and Curran, L.L.C.
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