

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

OF

AUSTIN PARK SUBDIVISION

WHEREAS, AUSTIN PARK, L.L.C. (hereinafter referred to the "Developer"), is the owner of certain real property located in Baldwin County, Alabama, particularly described on Exhibit "A" attached hereto; and

WHEREAS, Developer is in the process of causing the property described on Exhibit "A" to be subdivided into a subdivision to be known as AUSTIN PARK, which shall include the property described on Exhibit "A"; and,

WHEREAS, the Developer for itself, its successors and assigns, desires to and hereby does restrict the use of the property described on Exhibit "A" in the manner hereinafter set forth, for the purpose of preserving its character and value.

NOW THEREFORE, the Developer for itself and its successors and assigns, do hereby declare that all of the property described on Exhibit "A": shall be held, sold, leased and conveyed, subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all the parties having any right, title, or interest in the described property or any part thereof, their heirs, successors, assigns, and personal representatives, and shall inure to the benefit of each owner of any of the lands described therein as follows:

1. Usage: The lands described on Exhibit "A" shall be used only for single family residence purposes. No mobile, modular or pre-manufactured homes will be allowed. There shall be only one such residence per lot. No trade or business use will be permitted off or on the lots therein. These restrictions specifically prohibit the construction of multi-family dwellings variously described as a duplex, double house, semi-detached, apartment house, or any other residential structure.

2. Aesthetic: It is the intent of the Developer to provide a standard that will insure that each residence, including all structures placed on the lands described on Exhibit "A", to the extent that the Developer can legally do so, will be of such design that will insure that all homes will be compatible with their neighbors and with the design theme in the area.

3. Architectural Review Committee: In order to maintain such property as a pleasant and desirable environment, to establish and preserve a harmonious design for the community, and to protect and promote the value of the property; no home, building, gazebo, fence, garage, or any other structure or improvement of any nature or addition shall be erected, placed, attached to or altered until the proposed plans, specifications, exterior color and finish, plot plan (showing proposed location of such home, building or structure, drive and parking area), building height and grading, and drainage plans shall have been approved in writing by the Architectural Review Committee prior to commencement of construction.

A. The architectural and design review shall be directed toward obtaining the following objectives:

1. Preventing excessive or unsightly grading, indiscriminate earth moving or clearing of property, removal of trees and vegetation which could cause disruptions of natural water courses or sear natural land forms;
2. Insuring that the architectural design of structures and their materials and colors are visually harmonious with the overall appearance of the community; and
3. Insuring that any development, structure or landscaping complies with the provisions of these covenants.

B. The committee shall be composed of three (3) individuals designated by the Developer during the period of developer control; and by a majority of the Property Owners Association members after the period of developer control. The affirmative vote of a majority of the members of the Committee shall be required in order to issue any permit. The Developer shall retain control of the Architectural Review Committee until the Developer has sold and conveyed all the lots subject to this declaration. Developer has the right to relinquish control to the property owners association at any time it wishes for the purpose of the property owners to control the Committee.

C. One (1) copy of all plans and related data shall be submitted to the Architectural Review Committee. Approvals shall be dated and shall not be effective for construction commenced more that twelve (12) months after such approval. Disapproved plans and related data shall be accompanied by a reasonable statement of the items found unacceptable. In the event approval of such plans is neither granted nor denied within thirty (30) days following receipt by the Architectural Review Committee of the written request for approval, the provisions of these sections under paragraph 3 shall be thereby waived. Refusal or approvals of plans, site location, building height, or specifications may be based by the Architectural Review Committee upon any ground which is consistent with the objectives of these covenants, including purely aesthetic considerations, so long as such ground is not arbitrary or capricious.

4. Structure Size: Customary permanent residential housing will be allowed as dwellings. All residential structures must contain at least 2,400 square feet of enclosed living area being heated and cooled, excluding porches, decks, patios and garages. No structure shall contain more that three (3) stories and if a structure does contain two (2) or more stories, the bottom story must contain at least 1,500 square feet exclusive of porches, decks, patios and garages. No structure shall contain more that three (3) stories and if a structure does contain two (2) or more stories, the bottom story must contain at least 1,500 square feet exclusive of porches, decks, patios and garages. Interior ceilings shall be a minimum of nine (9) feet.

5. Setback Lines: Setback lines shall be subject to applicable zoning ordinances; however, in no case shall such setback lines be less than as shown on the recorded plat or plats of such property.

6. Restrictions on Leases: No lot or portion thereof shall be leased for a period of less than twelve (12) consecutive months.

7. Building Construction in General: No construction whatsoever shall be commenced until the party proposing to undertake such construction shall have obtained all construction and work permits necessary from all governmental agencies having jurisdiction over any aspect of such construction. Construction must commence within twenty-four (24) months of the lot closing date. The exterior of all houses must be completed within six (6) months after the construction of the same has commenced, except when such completion is impossible or will result in great hardship to the owner or builder due to strikes, fire, national emergency or natural disaster.

8. Garages: Each residence must contain a double garage or larger. The roof of any garage must be in keeping with the roof line of the residence. Under no circumstances can a garage have a flat roof. No garage may face open to any front street, except with the written consent of the Architectural Review Committee. Detached garages may be erected only with the prior written approval of the Architectural Review Committee.

9. Accessory Buildings: The construction of any accessory building, auxiliary building or out-building on any lot in the subdivision is subject to the same building approval requirements described in Section 3.C.

10. Landscaping: All unimproved lots must be maintained. No tree may be cut down without the prior approval of the Architectural Review Committee. Immediately after the construction of the residence on a lot, but not later than thirty (30) days after the completion of construction, the front and side yards of such lot shall be fully grassed by the application of solid sod, and not sprigged or partially sodded. Additionally, the sod should continue a minimum of twenty-five (25) feet beyond the rear of the dwelling.

11. Trees: The Developer will provide two (2) two inch trees per lot. Choices include Cypress, Oak and River Birch and are based on availability. Trees will be delivered to the lot but not planted. A Tree Order Form follows as Exhibit C.

12. Exterior Finish: Any part of the structural improvements shall be constructed of brick, stucco, wood, hardy board, or other material approved by the Architectural Review Committee. Vinyl may be used for soffits and eaves only. All exterior hardboard siding must be factory primed or factory painted. No exposed concrete block shall be utilized in the construction of the exterior. The Architectural Review Committee must approve all exterior finishes prior to construction.

13. Roofing: All asphalt roofing materials shall be architectural shingled only. Any other materials must be approved by the Architectural Review Committee. No turbines of any kind shall be allowed on the roof of any dwelling. A minimum roof pitch of 8 in 12 is required. Roofing of less pitch shall be allowed only in minor areas not to exceed 10% of total roofing area or as may be approved by the Architectural Review Committee. All appurtenant roofs shall be of a material compatible with the main structure.

14. Sewer: Sewer is provided by Baldwin County Sewer Service, LLC (BCSS) and is required. Grinder pumps for each lot must be purchased by the lot owner or builder from BCSS.

15. Sidewalks, Driveways, and Parking: Concrete sidewalks are required for each lot. Side-



walks are to be constructed exactly eleven (11) feet from the edge of the curb and four (4) feet wide. The top of the sidewalks are to be four (4) inches higher than the top of the concrete curb at the street, and sloping toward the street not more than one and one half (1.5) inches of fall. All homes must have a driveway of a permanent nature, constructed of concrete or brick pavers. All sidewalks and driveways must be completed at the time of completion of main dwelling structure, and must be designed in a fashion to accommodate cars for both owners and guests. The Architectural Review Committee must approve all locations of driveways. Entryways on lots that may front on two (2) streets or roadways shall require Architectural Review Committee approval.

16. Exterior Lighting: Exterior lighting of homes or landscaping shall be in character and keeping with the general subdivision. Yard lighting shall be directed downward and away from adjacent property.

17. Mailboxes: Mailboxes, signs and house numbering graphics will be a standard design throughout the community. Design and location will be provided by the Architectural Review Committee. The property owner is also responsible for purchasing a mailbox selected by the Architectural Review Committee.

18. Outdoor Equipment: All garbage or trash containers, bottled gas tanks, swimming pool equipment and housing, sprinkler pumps, and other such outdoor equipment must be underground or placed in walled or sight screened fenced areas so that they shall not be readily visible from any adjacent street or property; and adequate landscaping shall be installed around these facilities and maintained by the owner.

19. Trucks, Commercial Vehicles, Recreational Vehicles, Boats, Campers and Trailers:

- A. No commercial truck, vehicle or equipment shall be permitted to be parked or to be stored at any place on the property. This prohibition on parking shall not apply to temporary parking of trucks and commercial vehicles used for pick up and delivery. Further, provided an automobile, van or pick up truck is regularly used by owner as personal transportation to and from owner business, and which is capable of being parked inside owner's residential garage shall not be considered a commercial vehicle even though it may have a sign or logo on the side or rear thereof.
- B. No trailer, mobile home, or disabled vehicle shall be permitted to be parked or stored unless fully enclosed inside a structure.
- C. Boats may be stored in rear yards and behind walled or sight screened fence areas only.
- D. None of the aforementioned vehicles shall be used as a domicile or residence, either permanent or temporary.

20. Signs: No signs, free standing or otherwise installed, shall be erected or displayed in or on any lot or structure, unless the placement, character, form, size, lighting and time of placement of such sign shall be first approved in writing by the Architectural Review Committee. No sign shall be in excess of two (2) square feet.

21. Pets and Animals:

A. Commonly accepted nousehold pets such and dogs, cats and birds may be kept in reasonable numbers. All animals shall be contained on the owner's lots and shall not be permitted to roam free. Such domestic pets shall not be used or kept for any commercial purpose and, further said, domestic pets shall not be allowed to be a disturbance or nuisance to other lot owners.

B. No hogs, pigs, swine, goats, chickens, pigeons or other obnoxious animals, fowl or reptiles, shall be kept or permitted to be kept.

22. Firearms: No owner shall discharge or allow to be discharged upon his lot or within the subdivision any firearms, pistols, rifles, shotguns, pellet or BB guns, or explosives of any nature.

23. Fences: No fencing in excess of six (6) feet in height shall be allowed on any lot and all fences must be constructed of wood or wrought iron. All fencing must face outward from the lot. The Architectural Review Committee, prior to construction thereof, must approve all fences, hedges or ornamental structure.

24. Pools and Pool Enclosures: All pools and pool enclosures must be designed to complement the architectural components of the dwelling. Pools must be of an in ground nature. Pool enclosures may not be free standing. If screening is desired, the enclosure must be designed as an integral part of the roof and walls and not appear as an added appendage. All pool equipment, pumps, and etc. shall be stored out of view and pump houses must be architecturally related. Above ground spas or hot tubs may be permitted with prior written approval of the Architectural Review Committee, and only in rear yards behind walled or screened fence areas.

25. Water System: No private water system may be constructed except for private irrigation systems. All such irrigation systems, including the pumps and tanks utilized therein, must be screened from public view.

26. Antennae: No exterior antennae, antenna poles, antenna masks, antenna towers, or other such apparatus shall be permitted. Satellite dishes of a diameter of 20 inches or less shall be allowed.

27. Wood Finishes: All wood finishes of all improvements shall be either painted or stained, as approved by the Architectural Review Committee.

28. Grade Level: The lower finished floor of any dwelling shall be a minimum of sixteen (16) inches above the finished grade of the lot.

29. Chimneys and Vents: All exposed chimney flues shall be enclosed so to be architecturally compatible with the main structure. Exhaust vents shall have a concealed chase built with approved materials. All vent pipes shall be painted to match the roof.

30. Off-Site Parking: No parking of any kind shall be allowed within the common areas of the subdivision, unless it is in a designated area.

31. Clotheslines: No exterior clotheslines shall be allowed.

32. Window Coverings: Reflective window coverings are not allowed. All window treat-

ments must be of a white or off-white color on the portion facing the outside, and must be either blinds, plantation shutters or fabric, provided that the backing is white or off-white. The Architectural Review Committee must approve all awnings, canopies, shutters, patio covers or other such window coverings in writing. No wall or window air conditioning units shall be allowed.

33. **Nuisance:** No obnoxious, offensive or illegal activity shall be carried out upon any lot within the property, nor shall anything be done on any lot within the property that may become an annoyance or nuisance to other lot owners. Each owner shall maintain his/her unimproved lot by mowing said lot. Should an unimproved lot become unsightly, Developer, its successors and assigns reserve the right to charge the lot owner for maintenance, should the lot owner not respond to a request for maintenance within seven (7) days.

34. **Garbage and Refuse:** No lumber, metals, or bulk materials shall be kept, stored or allowed to accumulate on any lot within the property, except building materials during the course of construction. No refuse or trash shall be kept, stored or allowed to accumulate except between scheduled pick ups. Builders must provide dumpsters on the property during construction and reasonable clean-up shall be completed upon the construction site **on a daily basis**. Failure to do so will result in a fine of \$50.00 per day.

35. **Repairs and Hazards:** Any improvement on property that is destroyed partially or totally by fire, storm or any other means shall be repaired or demolished within a reasonable period of time, and the land on which it was located restored to an orderly and attractive condition.

36. **Detention Ponds:** There exists in the subdivision detention ponds which are for the exclusive purpose of drainage retention. There shall be absolutely no swimming or boating in the ponds. Fishing is the only recreational activity allowed in the ponds. The detention ponds are apart of the Common Area that shall be maintained by the Association.

37. **Easements:** All easements shown on the recorded plat of the subdivision are hereby adopted as a part of these restrictions and all in the subdivision shall be subject to such easements. The Developer reserves unto itself, its successors, and assigns the right and easement, but not the obligation to construct, install, maintain, repair, and/or replace power, gas, sewer, telephone, and other utility lines, equipment, facilities and drainage ditches in, on, over, and under the streets and roads and easements shown on the recorded plat of the subdivision; and to construct, install, operate, maintain, repair, and/or replace lights, walls, fences, shrubbery, bushes, trees and other decorative improvements in, on, over, and under the property included within the subdivision.

38. **Miscellaneous:**

A. Violation of these restrictive covenants shall not work as a reversion or forfeiture of estate, but any person owning an interest in property within the subdivision may enforce them in law or equity. In any litigation involving these restrictive covenants, the non-prevailing party shall pay the reasonable attorneys fees of the prevailing party.

B. These restrictive covenants shall run with the lot and shall be binding upon any persons acquiring an interest therein. Any altering of these covenants requires the approval of the Developer, and Developer retains the right to enforce such covenants regardless of whether Developer continues to own a



- C. These restrictive covenants may be amended, altered or annulled at any time by the written consent of the owners representing a majority of the total membership votes. Such consent shall be in the form necessary for recordation in the Probate Office of Baldwin County, Alabama, and shall be effective upon recordation of the same in that office.
- D. The Developer, its successors and assigns, shall have the sole and exclusive right and option to cause other more or less contiguous property to be added to Austin Park or the Austin Brook and Austin Park Property Owners Association, Inc. at a later date.
- E. Should any provision, clause, restriction, limitation or condition of these restrictive covenants be declared to be unenforceable, against public policy, illegal or inconsistent with or contrary to the Constitution or laws of the United States, of the Constitution or laws of the State of Alabama, by any court of competent jurisdiction or by a legislative declaration by the United States Congress or the Legislature of the State of Alabama, the other provisions, clauses, restrictions, limitations and conditions shall in no way be affected, altered, or invalidated. These restrictive covenants shall not be altered, affected or in any way diminished by the annexation of the lands to which they apply by any Alabama municipality.
- F. No approval of plans, location or specification shall ever be construed as representing or implying that such plans, specification of standards will, if followed, result in a properly designed residence or that it will comply with applicable federal, state or local governmental laws, regulations and ordinances (and each owner shall be responsible for ensuring that his plans, specifications, etc., and construction pursuant thereto will comply in all respects with all federal, state or local governmental laws, regulations and ordinances). Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence or improvement thereto will be built in a good and workmanlike manner. The Architectural Review Committee shall not be responsible or liable for any defects in any plans or specifications submitted, revised, or approved, under these covenants, nor for any defects and constructions pursuant to such plans and specifications. The owner shall have sole responsibility for compliance with approved plans and does hereby hold the Architectural Review Committee and the Developer harmless for any failures thereof caused by the owner, architect or builder.
- G. The Developer specifically reserves the right to amend this declaration on its own motion from time to time for a period of fifteen (15) years from the date hereof, so long as such amendment(s) does not materially affect lot or lots subject hereto which is no longer owned by the Developer. The Developer shall have the sole and exclusive right and option to cause more or less contiguous property to be added to or to be made subject to the restrictive covenants herein contained at a later date. Such additions shall not be subject to any restrictive covenants which restrict the use of such added property to a standard less than the standards herein created except that such use may include single family use compatible with the standards set forth herein.

H. This declaration shall be enforceable by the Developer, Architectural Review Committee, or any owner by a proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any covenant or restriction, either to restrain violation or to recover damages; a failure by any party to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right of any of the foregoing to enforce the same thereafter.

I. All covenants, restrictions, and affirmative obligations set forth in this declaration shall run with the land.

**39. Creation of Property Owners Association:**

**A. Definitions:**

1. "Association" shall mean and refer to Austin Brook and Austin Park Property Owners Association, Inc. and its successors and assigns.
2. "Owner" shall mean and refer to the record owner of any lot in Austin Brook, Austin Park or any future development as may be designated therein, whether one or more persons or entities, of any lot that is a part of the properties, including contract sellers, but excluding those having such interest merely as a security for the performance of an obligation.
3. "Properties" shall mean and refer to that certain real property hereinabove described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
4. "Common Area" shall mean all real property (including improvements) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be held by the Association at the time of the conveyance of the first lot is described in Exhibit "B" attached hereto. It shall be the responsibility of the Association to maintain these Common Areas. The association may promulgate reasonable rules and regulations regarding the use of said Common Areas.
5. "Lot" shall mean and refer to any plot of land or parcel shown upon any recorded subdivision map of Austin Brook, Austin Park or any future development that may be added by the developer, with the exception of the Common Area.
6. "Developer" shall mean and refer to AUSTIN PARK, L.L.C

**B. Property Rights:**

1. Every owner in either Austin Brook, Austin Park or any future developments, shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the lease to every lot, subject to the following provisions:

- a) The right of the Association to charge a reasonable admission



the Common Area.

b) Rights and the right to the use of any recreational facility situated upon the Common Area by an owner may be suspended for any period during which any assessment against the Owner's lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations after a hearing by the Board of Directors of the Association; 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 the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of the members has been recorded.

c) Rules and regulations specifically developed for the amenities located within the Common Area.

2. Any owner may delegate, in accordance with the bylaws, the right of enjoyment to the Common Area and facilities to the members of the owner's family, the owner's tenants, or contract purchasers who reside on the property.

3. The Developer has a right of enjoyment to the Common Area and facilities for a period of seven (7) years without a levied assessment.

#### C. Members and Voting Rights:

1. Every owner of a lot that 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 that is subject to assessment.

2. Owners shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any one (1) lot.

#### D. Covenant for Maintenance Assessments:

1. The Developer for each lot owned within the Properties, hereby covenants, and each owner of any lot by acceptance of a deed or contract of sale, whether or not is shall be so expressed in the deed or contract of sale, is deemed to covenant and agree to pay to the Association annual assessments or charges and special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, 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, together with interest, costs, and a reasonable attorney's fees, shall also be the

personal obligation of the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successor in title unless expressly assumed by them. The Developer's responsibility for assessments shall be set forth below.

2. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for improvement and maintenance of the Common Area.

3. Until such time as an additional assessment is approved by the Board of Directors of the Association, the maximum annual assessment shall be \$435.00 per lot.

4. In addition to the annual assessments authorized above, 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, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the votes of members who are voting in person or by proxy at a meeting duly called for that purpose.

5. Written notice of any meeting called for the purpose of taking any action authorized under Section 34. D. 3. or Section 34. D. 4. shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty per cent (60%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called, subject to the same notice requirements. At such subsequent meeting, quorum requirements shall be suspended, and any action taken at such meeting shall be binding on all members.

6. Both annual and special assessment must be fixed at a uniform rate for all lots within a platted subdivision, and may be collected on a monthly basis. Annual assessments may differ for separate platted subdivisions.

7. The annual assessments provided for herein shall commence as to each lot upon the conveyance of said lot from the Developer to the builder or original lot purchaser at the time of closing. There shall be proration of said assessments with the annual assessment due on January 1 of each year. The Board of Directors of the Association shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors of the Association. 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 have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

8. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve per cent (12%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose a lien against the property, in accordance with the laws of the State of Alabama. No Owner may waive or otherwise escape liability for the assessment by nonuse of the Common Area or abandonment of the lot.

9. The lien of the assessments shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of assessment as to payment that become due prior to the sale or transfer. No sale or transfer shall relieve the lot from liability for any assessments thereafter becoming due.

10. Notwithstanding any provision that may be contained to the contrary herein, for so long as the Developer or assigns is the owner of any lot or undeveloped property subject to this Declaration, the Developer shall have the option, in its sole discretion, to (a) pay assessments on such lots held by it, or (b) not pay assessments on any such lots and in lieu thereof, fund any resulting deficit in the association's operating expenses not produced by assessments receivable from owner other than the Developer. The deficit to be paid under the option (b) above shall be the difference between: actual operating expenses of the Association (exclusive of capital improvement cost reserves and management fees) and the sum of all monies received by the Association (including, without limitation, assessments, interest, late fees, fines and incidental income) and any surplus carried forward from the preceding year(s).

**11. Additional Association Responsibility:**

a) The Association shall be responsible for the repair and maintenance of all drainage facilities extending from the street inlets to the retention ponds as they may be located within the drainage easement areas as reflected on the recorded plat of the property or any other plat showing additional property to be submitted to this Declaration.

b) The Association shall maintain any and all Common Areas and shall maintain, with the consent of governmental authorities, the median areas and entrance features of the subdivision.

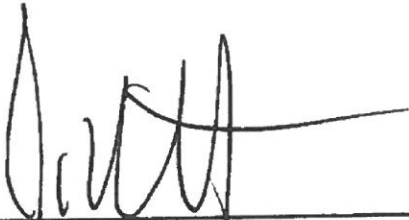
40. **Rights of Related Subdivisions:** Owners of lots in Austin Bridges Subdivision and Austin Commons have the right of enjoyment to the Common Area and facilities of Austin Brook Subdivision for an annual fee of \$290.00 or if increased, to remain consistent with the annual fee charged to the lot owners of Austin Brook and Austin Brook Subdivisions. The Developer or Board of Directors of the Association may restrict or cut-off new memberships to members of Austin Bridges Subdivision or Austin Commons after eighteen (18) months from the execution date of this Declaration of Covenants, conditions and restrictions. Any such memberships

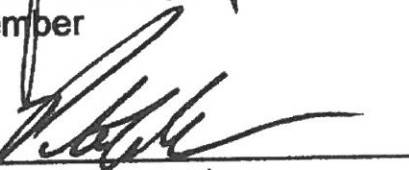


allowed before the cut-off date run with the land. The Board of Directors of the Association shall fix the amount of the annual fee at least thirty (30) days in advance of each annual fee period. Payment of such fees does not enable owners to have a vote in the matters of Austin Brook Subdivision. Failure to pay the annual assessment by any owner shall cause all rights of such owner pursuant to this paragraph to be suspended.

IN WITNESS WHEREOF, the Developer has caused this Declaration of Covenants, Conditions and Restrictions to be properly executed on this the 3rd day of August, 2005.

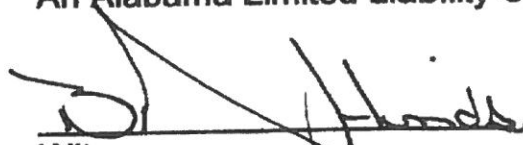
By:

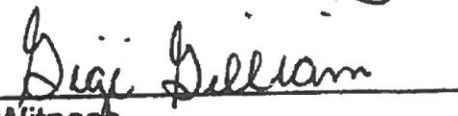
  
\_\_\_\_\_  
J. Lee Davenport  
Member

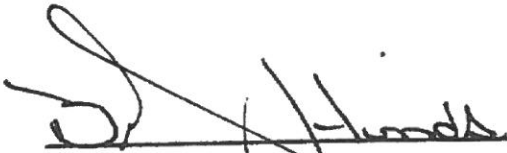
  
\_\_\_\_\_  
Peter J. Howard  
Member

  
\_\_\_\_\_  
Larry A. Jernigan  
Member

AUSTIN PARK, L.L.C.  
An Alabama Limited Liability Company

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Digi Williams  
Witness

  
\_\_\_\_\_  
Witness

Legal Description

Begin at a capped rebar marker purported to mark the Northwest corner of the East half of the Southeast quarter of Section 23, Township 5 South, Range 2 East, Baldwin County, Alabama; run thence North 89 degrees 03 minutes 41 seconds East, 868.67 feet to a crimped iron pipe marker; continue thence North 89 degrees 03 minutes 41 seconds East, 426.09 feet, for a total distance on this call of 1294.76 feet, to a crimped iron pipe marker on the West right-of-way line of County Road 54 West (60 foot wide right-of-way); run thence South 00 degrees 15 minutes 21 seconds East, along the West right-of-way line of County Road 54 West, 1287.82 feet to a capped rebar marker; run thence South 88 degrees 34 minutes 08 seconds West, 1287.75 feet to a capped rebar marker on the accepted West line of the East half of the Southeast quarter of said Section 23, run thence North 00 degrees 34 minutes 24 seconds West, along said West line, 1298.83 feet to the POINT OF BEGINNING.

Together with a non-exclusive easement for water, drainage and golf cart path easement described as follows:

Commencing at the Northwest corner of the East half of the Southeast quarter of Section 23, Township 5 South, Range 2 East, Baldwin County, Alabama, said point being the Northeast corner of Austin Brook Subdivision, Unit Two, per recorded plat as shown on Slide No. 2178-B, in the Office of the Judge of Probate, Baldwin County, Alabama; thence run South 00 degrees 34 minutes 10 seconds East, along the East line of said Austin Brook Subdivision, Unit Two, a distance of 1034.47 feet to a point, said point being the Southeast corner of said Austin Brook Subdivision, Unit Two and also the Northeast corner of Austin Brook Subdivision, Unit One, per recorded plat as shown on Slide No. 2131-F, in the Office of the Judge of Probate, Baldwin County, Alabama; thence continue South 00 degrees 34 minutes 10 seconds East, along said East line of Austin Brook Subdivision, Unit One, a distance of 264.16 feet to the POINT OF BEGINNING; thence run North 88 degrees 35 minutes 05 seconds East, leaving East line of said Lot 16, a distance of 30.00 feet to a point; thence run South 00 degrees 34 minutes 10 seconds East, a distance of 250.00 feet to a point; thence run South 88 degrees 35 minutes 05 seconds West, a distance of 30.00 feet to a point on the East line of Lot 12, Austin Commons Subdivision, per recorded plat as shown on Slide No. 2076-A, in the Office of the Judge of Probate, Baldwin County, Alabama; thence run North 00 degrees 34 minutes 10 seconds West, a distance of 250.00 feet to the POINT OF BEGINNING. Property lying within Section 23, Township 5 South, Range 2 East, Baldwin County, Alabama.

Together with a non-exclusive temporary 25 foot construction easement immediately East of and running the length of the easement described immediately above for the purpose of construction of the storm water sewer pipes and golf cart path. The temporary construction easement shall run for a period of twelve months from the date of closing and shall automatically terminate at the end of said period.

**EXHIBIT B**

**Common Area Legal Description**



**AUSTIN PARK TREE ORDER**

Builder Name: \_\_\_\_\_

Builder Phone(s): \_\_\_\_\_

Lot Number or Street Address: \_\_\_\_\_

Trees:	Quantity (limit 2 total)
Cypress	_____
Oak	_____
River Birch	_____

Date Order Placed: \_\_\_\_\_

Date Order Delivered: \_\_\_\_\_

Please fax or mail this form to Gigi Gilliam, PO Box 2037, Daphne, AL 36526-2037. Fax: 625-8860. Phone: 625-2120.

This instrument prepared by:

Austin Park, LLC  
P.O. Box 2037  
Daphne, AL 36526-2037

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

2005 August -19 8:35AM

Instrument Number 916523 Page  
Recording 45.00 Mortgage  
Dead Min tax  
Index DP