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STATE OF ALABAMA

2005028279 Book-5764 Page-920

COUNTY OF MOBILE

Total Number of Pages: 6

**AMENDED AND RESTATED
DECLARATION OF RIGHTS, COVENANTS, RESTRICTIONS, AFFIRMATIVE
OBLIGATIONS AND CONDITIONS APPLICABLE TO RIVER MEADOWS,
A RESIDENTIAL SUBDIVISION**

This Amended and Restated Declaration Of Rights, Covenants, Restrictions, Affirmative Obligations And Conditions Applicable To River Meadows, a residential subdivision (the "Declaration") made this 25th day of APRIL, 2005 by River Meadows, L.L.C., an Alabama limited liability company (the "Declarant"), applicable to River Meadows, a Residential Subdivision (the "Subdivision").

WHEREAS, the Declarant is the owner of that certain real property located in Mobile County, Alabama as shown on the Subdivision Plat of River Meadows recorded in Map Book 96, Page 105, of the records in the Office of the Judge of Probate for Mobile County, Alabama (the "Property"); and,

WHEREAS, the Declarant desires to subject each of the lots in the Subdivision to the protective rights, covenants, restrictions, easements, affirmative obligations and conditions hereinafter set forth;

WHEREAS, the Declarant on the 14th day of February, 2005 made that certain Declaration of Rights, Covenants, Restrictions, Affirmative Obligations And Conditions Applicable to River Meadows, a Residential Subdivision, said Declaration being recorded in Real Property Book 5727, Page 1543, in the Office of the Judge of Probate Court of Mobile County, Alabama (the "Original Declaration"); and,

WHEREAS, this amendment is made for the purpose of revising Section 6 and Section 19 of the Original Declaration, and restating the amended Declaration in its entirety.

WITNESSETH:

NOW, THEREFORE, the Declarant does hereby, upon the recording of this Declaration, declare and make each of the Lots subject to the following rights, covenants, restrictions, easements, affirmative obligations and conditions, to wit:

1. DEFINITIONS. The following words when used in this Declaration shall have the following meanings:

(a) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities of fee simple title to any Lot which is a part of the Property, and if said title is

split between estates for life, or for years, and remainder, then, the Owner or Owners of the estate having present rights to possession shall be considered the Owner. Notwithstanding any applicable theory of mortgage, the word Owner shall not mean or refer to any Mortgagee unless and until such Mortgagee has acquired title, whether subject to redemption or not, pursuant to foreclosure or any proceeding in lieu thereof. After any mortgagee, lienholder or purchaser at foreclosure sale acquires title by foreclosure or proceedings in lieu of foreclosure, such mortgagee shall be and become the Owner within the meaning of this Declaration.

(b) "Lot" shall mean and refer to any one of the lots described as Lots 1 through 16 on the Subdivision plat of the Property as recorded in Map Book 96, Page 105, of the records in the Office of the Judge of Probate for Mobile County, Alabama.

(c) "Declaration" shall mean and refer to these Rights, Covenants, Restrictions, Easements, Affirmative Obligations and Conditions which shall be applicable to the Property.

(d) "Developer" shall mean and refer to the owner and developer of the Subdivision and is defined to mean and include RIVER MEADOWS, L.L.C., an Alabama limited liability company.

2. **PROPERTY COVERED.** The real property which is and shall be held, conveyed, transferred, sold, used and occupied subject to the liens, charges, limitations, rights, covenants, restrictions, easements, affirmative obligations and conditions, contained herein is described as follows: River Meadows, Lots 1 through 16, according to the plat thereof recorded in Map Book 96, page 105 of the Mobile County, Alabama, Probate Court Records. All of the foregoing property is herein referred to as the "Property" and, as herein used, "Lot" or "Lots" shall refer to the foregoing Lots 1 through 16.
3. **PURPOSE OF DECLARATION.** The purpose of this Declaration is to insure the best use and most desirable development and improvements of the Property for residential purposes only; to protect the Developer and future Owners of Lots against such improper use of the surrounding Property so as to depreciate the value of their Lots; to preserve, so far as practicable, the natural beauty of said Property, to guard against the erection thereon of poorly designed structures or structures built of improper or unsuitable materials; and, in general, to protect and enhance the value of investments made by purchasers of Lots therein.
4. **USE.** All Lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building Lot other than one detached single-family dwelling not to exceed two and one-half (2 ½) stories in height, and a private garage for not more than three (3) cars, and other out-buildings incidental to residential use.

5. DWELLING AND TIME OF COMPLETION REQUIREMENTS. The ground floor of the main structure, exclusive of one-story open porches and garages, shall not be less than one-thousand five-hundred (1,500) square feet of air-conditioned space in a one (1) story structure and a minimum of eight-hundred (800) square feet in the case of a one and one-half (1 ½), two (2), or two and one-half (2 ½) story structure. All material and workmanship must be substantially equal to or exceed the minimum FHA or VA building requirements. Each single-family dwelling shall be completed within six (6) months of the date on which construction of it begins.
6. BUILDING LOCATION. No building shall be located on any Lot nearer than forty (40) feet to the front Lot line. No building shall be located on any Lot nearer than twenty-five (25) feet to the rear Lot line. No building shall be located on any Lot nearer than ten (10) feet to either of the side Lot lines. For the purpose of this covenant, eaves, steps, porches and garages are considered as part of the building.
7. RESUBDIVISION. No subdivision or resubdivision of any Lot shall be made, except that two (2) contiguous Lots may be resubdivided into one (1) Lot with proper approval from local governmental authorities, provided, however, the Developer reserves unto itself and its successors and assigns the right to further subdivide all or any portion of Lots 11 through 16 on the Subdivision plat of the Property as recorded in Map Book 96, Page 105, of the records in the Office of the Judge of Probate for Mobile County, Alabama.
8. SEWAGE DISPOSAL. All septic tank systems and individual sewage systems shall be constructed in accordance with design and construction plans approved by the Board of Health of Mobile County, Alabama.
9. GARBAGE AND REFUSE DISPOSAL. No Lot shall be maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean sanitary condition. No home owner shall use any portion of his Lot for the collection or storage of trash, garbage, old or inoperable vehicles, boats, automotive or boat or animal trailers, recreational vehicles or campers, equipment of any kind, or any other unsightly articles. No junked or inoperative refrigerators, freezers, stoves, ovens, dishwashers, clothes washing machines, clothes drying machines, bicycles, motorcycles, motor scooters, go-karts, automobiles, trucks, vans, boats, boat motors or other similar items shall be permitted to remain on any Lot.
10. NUISANCES. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may become an annoyance, or nuisance, to the neighborhood. No Lot shall be used for such activities as parking trailers, inoperable motor homes, vehicles or boats not in use or for repairs of same. Parking of all vehicles shall be limited to the paved areas of each Lot. Parking on grass is not permitted. Mobile trailers, recreational vehicles, campers, boats and/or boat trailers, and motorcycles may only be kept on any Lot in the rear yard portion of any Lot behind the single-family

residence built on any Lot. Any exterior clothes hanging apparatus shall be located in the rear yard portion of any Lot behind the single-family residence built on any Lot. No satellite dish and/or related equipment, nor any other type of television or electronic device shall be constructed or installed on any Lot, provided, however, that miniature satellite dishes and television antennas are permitted only if they are attached to the single-family residence built on any Lot.

11. PROHIBITED STRUCTURES. No mobile home, nor any other building or structure of a temporary character shall be located upon any Lot, either temporarily or permanently, provided, however, during the period of actual construction of a single-family residence on any Lot, but in no event for more than one-hundred-eighty (180) days, one (1) construction trailer may be located upon the Lot on which a single-family residence is being constructed.
12. OIL AND MINERAL OPERATIONS. No oil or natural gas exploration, oil or natural gas drilling, oil or natural gas development operations, oil or natural gas refining, quarrying, mining or excavation operations of any kind shall be permitted upon or below any Lot, nor shall oil or natural gas wells, tanks, tunnels, mineral explorations or shafts be permitted upon or below any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. Oil, natural gas or other highly flammable materials, other than that stored in small containers for household use, shall not be stored in barrels or drums on any Lot.
13. SIGNS. No sign of any kind shall be displayed to the public view on any Lot more than four (4) square feet in size, advertising the property for sale or for rent; except during the construction period, one (1) additional sign may be erected by the builder and a security service sign shall also be allowed when applicable.
14. ANIMALS AND PETS. No animals, reptiles or fowl of any kind shall be domiciled on any Lot in the Subdivision for breeding or any other commercial purposes. This shall not prohibit or limit the ownership of domesticated cats or dogs for Owners' pleasure, provided, however, that no Owner shall be permitted to have more than a total of four (4) domesticated dogs or cats, in the aggregate, per Lot.
15. FENCES. No fences may be erected nearer to the front lot line than the rear corner of the single-family residence constructed on said Lot. In the case of a corner Lot, no fence shall be erected closer to the street than the building setback line.
16. EASEMENTS. All easements shown on the recorded plat of the subdivision are hereby adopted as a part of these restrictions, and all Lots in the subdivision shall be subject to such easements. The Developer reserves unto itself and its successors and assigns the right and easement, but not the obligation, to construct, install, maintain, repair and replace power, gas, sewer, telephone, and other utility lines, equipment and facilities and drainage ditches, in, on, over and under the streets and road and easements shown on the recorded plat of the subdivision. No warranty, either expressed or implied is made by the

Developer, or subsequent builders as to the design, adequacy, or continuing function of easements, streets, sewer systems, utilities, drainage, or other improvements which have been constructed and approved by the proper governing authorities and utility companies, or which have been dedicated to and accepted by said authorities. The signing of the Subdivision plat by the proper authorities and the recordation of said plat shall evidence approval.

17. **LIABILITY.** The Developer, its employees, agents or assigns, shall not be liable to any Lot owner(s) for (i) the manner in which it exercises or for its failure or refusal to exercise any right or authority herein granted to it, whether discretionary or not; (ii) for the failure or refusal of any Lot owner to comply with any of the provisions hereof; or, (iii) the failure or refusal of the Developer to enforce any of the provisions hereof against any Lot owner, his Builder, agent or assigns.

18. **ENFORCEMENT.** It is hereby stipulated that all of the aforesaid rights, covenants, restrictions, easements, affirmative obligations and conditions shall constitute covenants running with the land, and that they are hereby created for the benefit of and shall be fully binding upon all persons and entities now or hereafter owning property in said Subdivision, and upon their heirs, successors, and assigns, including owners and their heirs, and assigns, until modified or cancelled as provided herein. The owner of any Lot in said Subdivision shall have and is hereby granted the right to enforce compliance on the part of any other owner of any other Lot in said Subdivision, by whatever legal means may be available, with any or all of the rights, covenants, restrictions, easements, affirmative obligations and conditions herein contained, and may recover damages, including reasonable attorneys fees, to the extent suffered by such owner for the violations by such other owner of any or all of said restrictions.

19. **AMENDMENT, TIME LIMITATIONS AND RENEWAL OF COVENANTS.** The Developer reserves the right unilaterally to amend this Declaration, and to do so at such time, and upon such conditions, in such form and for such purposes as it, in its sole discretion, shall deem appropriate by preparing and recording an amendment hereto; provided, however, that this right of unilateral amendment shall expire after all Lots included herein or hereafter added by Developer have been sold to Owners other than the Developer, or fifteen (15) years from the date of the recording of this Declaration, whichever shall first occur, after which time this Declaration may be amended only in the manner set forth below. The rights, covenants, restrictions, easements, affirmative obligations and conditions herein contained shall be binding upon all persons and entities owning Lots in said Subdivision until January 1, 2020, unless cancelled or modified prior to January 1, 2020 with the written consent of the owners of two-thirds (2/3) of the Lots in said Subdivision, provided, however, that no amendment shall place an additional burden or restriction on any of the Lots in said Subdivision which bind any Lot, the owner of which does not join in said amendment. These rights, covenants, restrictions, easements, affirmative obligations and conditions shall be automatically extended thereafter for successive periods of ten (10) years unless thereafter modified or cancelled with the written consent of two thirds (2/3) of all persons and entities at the time owning

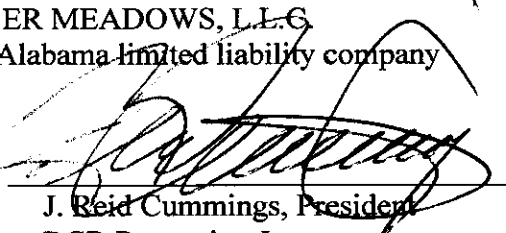
Lots in said Subdivision. If any Lot should hereafter be or become jointly owned and undivided, the owners thereof shall, for the purpose of the foregoing formula, be regarded as one (1) person, and the written consent of less than all of the co-owners of a particular Lot shall be of no effect.

20. SEVERABILITY. Invalidation of any of these rights, covenants, restrictions, easements, affirmative obligations and conditions by Judgement or court decree shall in no way affect any of the other provisions herein, each of which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed these presents on this 25th day of April, 2005.

DECLARANT:

RIVER MEADOWS, L.L.C.
An Alabama limited liability company


By: 
J. Reid Cummings, President
RCR Properties, Inc.,
As Its Managing Member

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that J. Reid Cummings, whose name as President of RCR Properties, Inc., in the capacity of Managing Member of River Meadows, L.L.C., an Alabama limited liability company, 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, as such officer and with full authority, executed the same voluntarily for and as the act of River Meadows, L.L.C.

Given under my hand this the 25 day of April, 2005.

Notary Public 
My Commission Expires: 12/17/08

This document prepared by:
River Meadows, L.L.C.
2316-C Knollwood Drive
Mobile, Alabama 36693

State of Alabama-Mobile County
I certify this instrument was filed on:
April 26, 2005 @ 9:16:20 AM
S.R. FEE \$2.00
RECORDING FEES \$16.00
TOTAL AMOUNT \$18.00

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Don Davis, Judge of Probate