

STATE OF ALABAMA
COUNTY OF MOBILE

18.50
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16.50

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COVENANTS, RESTRICTIONS AND
LIMITATIONS OF
OAKRIDGE WEST, UNIT 3, PART "A"
AND
OAKRIDGE WEST, UNIT 9, PARCEL "A"

KNOW ALL MEN BY THESE PRESENTS that BAWT, L.L.C., an Alabama limited liability company, and Roy D. Peacock and Rhonda L. Peacock, hereinafter called Declarant, makes, a publishes and declares as follows:

WHEREAS, Declarant is the "Owner" of all that real property in Mobile County, known Oakridge West, Unit 3, Part "A", plat of which is recorded in records in the Office of the Judge of Probate of Mobile County, Alabama, in Map Book 73, page 45; and

WHEREAS, Declarant is the "Owner" of all that real property in Mobile County, known Oakridge West, Unit 9, Parcel "A", plat of which is recorded in records in the Office of the Judge of Probate of Mobile County, Alabama, in Map Book 84, page 71; and

WHEREAS, Owner is desirous of placing certain restrictions, conditions and reservations (hereinafter collectively referred to as "Restrictions") upon the above described property, (hereinafter referred to as "Subdivision") in accordance with a general scheme or plan in order (a) to protect the owners of each lot against improper use of surrounding lots as will depreciate the value of the property, (b) to preserve, as far as practicable, the natural beauty of each lot, (c) to insure the creation of attractive, well designed, properly proportioned and appropriate homes of suitable materials with appropriate locations on said lots, (d) to insure proper building setbacks from street and lot lines, (e) to provide adequate free space between structures, and (f) in general, to assure the best and most appropriate development and improvement of the Subdivision and each lot thereon;

NOW, THEREFORE, Owner does hereby impose the following protective restrictions:

1. RESIDENTIAL USE ONLY: All lots in the Subdivision shall be known and described as residential lots. No lot may be improved, used or occupied for other than private single family residence purposes, and no flat, duplex apartment house, group apartment or condominium, though intended for residence purposes, may be erected thereon. The owners of all lots in the subdivision are not members of the Oakridge West Homeowners Association previously organized by owners of lots in other units of Oakridge West.

2. BUILDING LOCATION AND SIDEWALK REQUIREMENT: No building shall be located on any lot nearer than Twenty-Five (25) feet to the front lot line. No building shall be located nearer than Eight (8) feet to an interior lot line or nearer than ten (10) feet to the rear lot line. 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. The building locations must also comply with any applicable zoning ordinances unless a special exception is obtained from the appropriate governmental agency. The building location must also comply with any set-back line shown on the Plat.

3. RESTRICTIONS AGAINST RESUBDIVISION: No subdivision or resubdivision of any lot shall be made except that adjacent lots or portions thereof may be annexed by the adjacent property owner.

4. OFFENSIVE ACTIVITIES, ETC.: No trade or business activity of any kind shall be carried on upon any lot, nor shall any noxious or offensive activity be done thereon which shall be or become an annoyance or nuisance to the neighborhood. No structure, including fences, shall be erected as to channel water on an adjacent lot. No lot or homeowner shall be allowed to use property

for such activities as parking trailers, inoperable motor homes, cars or trucks not in use or for repairs of same.

5. NEATNESS, ETC.: All lots, whether occupied or unoccupied, and any improvements placed thereon, shall, at all times, be maintained in a neat and attractive condition and in such manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or by the accumulation of rubbish or debris to include, but not limited to, miscellaneous personal items, thereon. In order to implement effective control of this, Owner reserves for itself and its agents the right, after fifteen (15) days written notice by certified mail to the property address to any lot owner, to enter upon any residential lots with such equipment and devices as may be necessary for the purpose of mowing, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which, in the opinion of Owner, detracts from the overall beauty or safety of the Subdivision. Such entrance upon such property for such purposes shall be only between the hours of 7:00 A.M. and 6:00 P.M. on any day except Sunday, and shall not be a trespass. The Owner may charge the lot owner with a reasonable cost for such services, which charge shall constitute a lien upon such lot enforceable by appropriate proceedings at law or equity. The provisions of this paragraph shall not be construed as an obligation on the part of Owner to mow, clear, cut or prune any lot nor to provide garbage or trash removal services.

6. TRAILERS, BOATS, POOLS, COMMERCIAL TRUCKS ETC.: No trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding erected on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any structures of a temporary character be used as a residence. Motor homes, campers, and/or trailers may be kept on the premises only if kept maintained in the rear yard of the property and within a six (6) foot, or higher, privacy fence. No 18-wheel trucks may be parked on the premises (this includes the truck and/or the trailer).

7. TYPE AND SIZE OF BUILDINGS: No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling, not to exceed two and one-half (2 1/2) stories, which shall have habitable area of at least One Thousand Two Hundred (1,200) square feet.

Flat roofs are not allowed. The minimum roof pitch is Five (5) feet vertical raise for every Twelve (12) feet horizontal.

8. ANIMALS: Dogs, cats and other domesticated animals, including horses and cows, not exceeding three, may be kept by each lot owner, provided they are not kept, bred or maintained for any commercial purpose or use and are not a nuisance, annoyance or danger to the neighborhood. No other animal or fowl shall be kept or maintained on any part of said property. Dogs are not allowed to run loose in the Subdivision.

9. GARBAGE DISPOSAL CONTAINERS AND EQUIPMENT: No lot shall be used as a dumping ground for rubbish, and all debris and trash from clearing or construction must be immediately removed. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean, sanitary condition and kept behind the dwelling or fence except on days that the garbage is collected. Any cuttings, trimmings, vegetation or other debris shall be kept behind the dwelling and/or fence and shall not be placed for collection earlier than twenty-four (24) hours prior to the time of collection by the appropriate collecting agency.

10. MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon the surface of any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or within Five Hundred (500) feet beneath the surface of 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.

11. SIGNS: No sign of any kind shall be displayed to public view on any lot except one professionally lettered sign not more than Five (5) square feet in size, which may advertise the

property for sale or rent; except during the construction period, an additional sign may be erected by the builder and a security service sign shall also be allowed when applicable.

12. 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 undersigned Owner of the Subdivision 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, water, telephone, and other utility lines, equipment and 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 replace lights, walls, fences, shrubbery, bushes and trees and other decorative or screening improvements in, on, over and under the property included within the areas designated as fences, drainage and/or utility easements, if any, with full right of ingress and egress to and from said streets and roads and easements across adjoining property; and the Owner reserves unto itself and its successors and assigns, the right to contract generally with others for the doing of any and all such things and the right to grant unto others such easements, rights and privileges as the Owner may deem appropriate or convenient in connection therewith, but under no circumstances shall it be deemed as an obligation on the part of the Owner to carry out such actions, excepting from the above storm water drainage easements to the retention pond required by the City of Mobile.

13. AMENDMENT OR MODIFICATION OF RESTRICTIONS: Any and all of the restrictions or requirements hereinbefore set forth may be annulled, amended, or modified at any time by the Owner, so long as it continues to own any lots within the Subdivision, without the consent of the property owners or by the owners of not less than Seventy-Five (75%) percent of the lots in said Subdivision, provided, that the owner, its successors and assigns must approve such amendments, modifications or annulments so long as such owner shall own any lots in said subdivision and any adjacent lands under his control. Any amending instrument shall be acknowledged by the Owner or owners signing same and shall be filed for record in the Office of the Judge of Probate, Mobile County, Alabama, provided that no amendments shall place an additional burden, restriction or requirement on any lot in said Subdivision, the owner of which does not join in the said amending instrument.

14. TERM: The herein stated restrictions shall run with the land, shall be binding on all lot owners, and upon all parties and persons claiming under or through them, each of whom shall, by virtue of their acceptance or acquisition of title or other interest, accept and agree to be bound by and to abide by all terms and provisions of this instrument, all of which shall be and remain in full force and effect until January 1, 2017, after which time said restrictions shall automatically be extended for successive periods of Ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part with it being understood that should the Owner/Developer, BAWT, L.L.C., retain any lots in said Subdivision, the said instrument to be valid must be signed by the Managing Partner of BAWT, L.L.C., of Alabama and by the majority of the owners of lots in the subdivision other than BAWT, L.L.C.

15. VIOLATIONS: Any violation of these covenants shall not constitute a cloud upon the title of the property concerned and title shall not be forfeited as a result of such violation; however, should a lien be placed on the lot by the Owner or another property owner with the subdivision, those entities shall have all remedies available under the law to enforce the said lien.

16. ENFORCEMENT: If any person or persons shall violate or attempt to violate any of the restrictions contained herein, it shall be lawful for any party owning any real property, to include the Owner/Developer, situated in said Subdivision, to prosecute any proceedings at law or in equity, against the person or persons violating or attempting to violate any such restrictions, to prevent the violation of these restrictions and to recover damages for such violation, and the party bringing the action, if successful, shall be entitled to recover legal fees and costs in addition to any other recoverable damages.

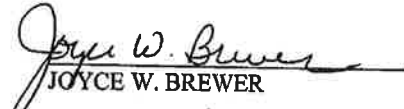
17. SEVERABILITY: Invalidation of any one of these covenants by judgment, court order, or from any other cause, shall in no wise affect any of the other provisions which shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed their name on this the 35 day of May, 2001.

BAWT, L.L.C.


LEAHMON WALLEY


FRANK V. TURNER


JOYCE W. BREWER


MILLARD R. AUSTIN


MAMIE S. AUSTIN


STEPHEN M. BREWER


ROY D. PEACOCK


RHONDA L. PEACOCK

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned notary public in and for said State and County, hereby certify that LEAHMON WALLEY, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me 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 25th day of May, 2001.


NOTARY PUBLIC
My Commission Expires: 7-29-2001

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned notary public in and for said State and County, hereby certify that FRANK V. TURNER, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me 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 25th day of May, 2001.


NOTARY PUBLIC
My Commission Expires: 7-29-2001

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned notary public in and for said State and County, hereby certify that JOYCE W. BREWER, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

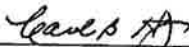
Given under my hand and notarial seal on this the 25th day of May, 2001.


NOTARY PUBLIC
My Commission Expires: 7-29-2001

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned notary public in and for said State and County, hereby certify that Millard R. Austin, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me 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 25 day of May, 2001.



NOTARY PUBLIC
My Commission Expires: 7-29-2001

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned notary public in and for said State and County, hereby certify that MAMIE S. AUSTIN, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this the 25th day of May, 2001.




NOTARY PUBLIC
My Commission Expires: 7-29-2001

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned notary public in and for said State and County, hereby certify that Stephen M. Brewer, whose name as President of RLB, Inc. is signed to the foregoing instrument and who is known to me, acknowledged before me 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 said corporation on the day the same bears date.

Given under my hand and notarial seal on this the 25th day of May, 2001.



NOTARY PUBLIC
My Commission Expires: 7-29-2001

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned notary public in and for said State and County, hereby certify that Roy D. Peacock, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me 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 25th day of May, 2001.


NOTARY PUBLIC
My Commission Expires: 7-29-2001

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned notary public in and for said State and County, hereby certify that Rhonda L. Peacock, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this the 25th day of May, 2001.


NOTARY PUBLIC
My Commission Expires: 7-29-2001

This Instrument Prepared By:

Douglas L. Anderson, Esq.
PIERCE, LEDYARD, LATTA,
WASDEN & BOWRON, P.C.
Post Office Box 16046
Mobile, Alabama 36616
(334) 344-5151

State of Alabama - Mobile County
I certify this instrument was filed on:

Wed, May-30-2001 @ 12:31:18PM
S. R. FEE 2.00
RECORDING FEE 18.50
TOTAL AMOUNT \$20.50

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2001037256
Don Davis, Judge of Probate