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STATE OF ALABAMA:

2007064064 Book-6241 Page-809  
Total Number of Pages: 8

COUNTY OF MOBILE:

**COVENANTS, RESTRICTIONS AND LIMITATIONS**

**OF**

**BELLINGRATH ROAD COUNTRY CLUB ESTATES,**

**UNIT TEN**

KNOW ALL MEN BY THESE PRESENTS, that NORTH ROYAL PROPERTIES, INC., a corporation organized and existing under the laws of the State of Alabama (hereinafter called Declarant) does hereby make, publish and declare as follows:

Declarant, the owner of the surface of all the real property in that certain subdivision known as "BELLINGRATH ROAD COUNTRY CLUB ESTATES, UNIT TEN", according to the plat of survey thereof dated June 12, 2007, and recorded in Map Book 115, Page 77, of the records in the Office of the Judge of Probate of Mobile County, Alabama, said plat being made a part hereof by reference thereto, does hereby covenant and agree with each and every future owner of any part of said property, and each and every such future owner shall, by virtue of becoming such an owner, accept and agree with Declarant and with each and every other owner or future owner of any of such property, that the following covenants, restrictions and limitations shall apply to said subdivision; and

That said covenants, restrictions and limitations shall run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended

for successive periods of ten (10) years, unless instrument signed by a majority of the then owners of the lots in such subdivision has been recorded, agreeing to change said covenants in whole or in part; and

If the Declarant, or its successors or assigns, or any such future owner or owners, or the successors, heirs or assigns of any such future owner or owners, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such covenants and, either to prevent such person or persons from so doing, or to recover damages for such violation; and

Invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

1. USE. All lots in said subdivision shall be known and designated as residential lots. No building or 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 (2) stories in height and a private garage for not more than three (3) cars or servants' quarters and appropriate outbuildings. No building, temporary or otherwise, shall be erected or brought onto such property, for residence purposes, previous to the commencement of construction of the permanent residence on such lot.

2. DWELLING RESTRICTIONS. No dwelling house or residence shall be erected, constructed or remain on any lot unless the ground floor area of the house or dwelling (exclusive of verandas, open porches not having exterior walls, garages, breeze ways, carports and patios), be equal to at least twelve hundred (1200) square feet for a one (1) story dwelling, or at least eight

hundred (800) square feet for a house or dwelling of more than one (1) story.

3. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structure have been approved by the Architectural Control Committee relating to such lot as to quality of workmanship and materials, harmony of exterior design with existing structures and as to location with respect to topography and finish grade. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum setback line unless similarly approved.

4. The Architectural Control Committee shall be composed of William M. Lyon, Vivian G. Johnston, III, and William M. Lyon, Jr. A majority of the Committee may designate a representative to act for the Committee. In the event of death or resignation of any member of the Committee, the remaining members thereof shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant, nor be liable for any act or omission. Such Committee may waive compliance with any of the provisions of this instrument.

5. The Committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to the Committee, or, in any event, if no suit to enjoin the construction has been commenced prior to the completion of construction, approval will not be required and the related covenants shall be deemed to have been fully complied with or not applicable.

6. LOT AREA. No residential lot shall be subdivided into, nor shall any dwelling be erected or placed on, any lot having an area less than the

smallest lot as shown on the recorded plat of said subdivision.

7. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line than the minimum building setback lines shown on the recorded plat. In any event, 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 five (5) feet to any interior lot line. No dwelling shall be located on any interior lot nearer than twenty-five (25) feet to the rear lot line. The Architectural Control Committee shall have the right upon application and examination to alter the restriction with reference to the location of a dwelling closer to the rear or interior lot lines than is herein permitted. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Notwithstanding the above, no building may be located on any lot in violation of any applicable ordinance or law.

8. NUISANCES. No noxious or offensive trade or activity shall be carried on or maintained on any lot in said subdivision, nor shall anything be done thereon which may be or become an annoyance or a nuisance in the neighborhood.

9. TEMPORARY RESIDENCES AND GARAGE APARTMENTS. No trailer, basement, tent, shack, garage, barn or other outbuilding shall at any time ever be used as a residence, temporarily or permanently, nor shall any structure of a temporary character ever be used as a residence. No garage apartment shall ever be used as a residence, except for servants' quarters. In the event a structure is commenced as a dwelling and the owner is unable to complete the exterior, or after commencement of construction and before completion abandons the construction and the same remains in its uncompleted or abandoned state for a period of more than six (6) months, the Architectural

Control Committee shall have the right to require the owner to demolish and remove the structure, or after having been given notice so to do and the owner does not comply for a period of sixty (60) days, the Architectural Control Committee may have the same demolished or removed at the expense of the property owner.

10. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) 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.

11. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

12. GARAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. FENCES. No fence or wall higher than three (3) feet shall be erected in this subdivision, except that (a) hedges which may be grown to a height of five (5) feet, nor nearer than twenty-five (25) feet to the front lot line, and (b) walls, fences or hedges may be erected or grown on lines dividing this subdivision from property not included in this subdivision.

14. WATER SUPPLY. No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in

accordance with the requirements, standards and recommendations of Alabama Board of Health and any other applicable ordinance or other laws or regulations.

15. EASEMENTS. An easement is reserved over and across said lots in said subdivision for the purpose of installing, repairing and maintaining or conveying to proper parties so they might install, repair and maintain electric power, water, gas, telephone and other utilities for the lots in said subdivision, and all contracts and conveyances covering any of said lots are hereby made subject to this easement. All the easements shown on the recorded plat of said subdivision are hereby adopted as part of these restrictions.

16. SEWAGE DISPOSAL. No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located, constructed in accordance with the requirements, standards and recommendations of, and approved by, Alabama Board of Health and any other applicable ordinance or other laws or regulations.

17. AMENDMENTS AND WAIVERS. This instrument and any and all of the covenants, restrictions and limitations or requirements herein set forth, may be amended, canceled, annulled, modified or waived at any time or times by an instrument signed and recorded in the Office of the Judge of Probate of Mobile County, Alabama, by the said Architectural Control Committee, as comprised from time to time or by Declarant or its successor. Said Committee, Declarant or its successor, may waive any one or more of the covenants, restrictions and limitations or requirements herein specified, or may waive any compliance, by an instrument in writing signed and acknowledged by the members comprising said Committee from time to time, or by Declarant or its successor.

THIS IS PAGE 6 OF DOCUMENT BEARING THE CAPTION "COVENANTS, RESTRICTIONS AND LIMITATIONS OF BELLINGRATH ROAD COUNTRY CLUB ESTATES, UNIT TEN" DATED THE 24TH DAY OF JULY, 2007, BY NORTH ROYAL PROPERTIES, INC., AS DECLARANT.

18. NO LIABILITY. Neither said Committee, nor any member thereof, nor any representative thereof, nor Declarant or officer, employee, director or shareholder hereof, shall have or incur any liability whatsoever by reason of the enforcement, or failure to enforce, any provision of this instrument, nor by reason of any approval or disapproval, or failure to approve, any such provision, nor by reason of any annulment, cancellation, amendment, modification or waiver hereof or hereunder, nor by reason of any other act or omission whatsoever.

19. SEVERABILITY. Invalidation of any one or these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.


IN WITNESS WHEREOF, Declarant has caused this instrument to be executed in its name and its corporate seal affixed and attested by its undersigned officer thereunto duly authorized, on this 24th day of July, 2007.

NORTH ROYAL PROPERTIES, INC.

By: William M. Ryan  
Its President

ATTEST:

By: Theresa M. Johnston III  
Its Secretary  
(Official Corporate Seal)



THIS IS PAGE 7 OF DOCUMENT BEARING THE CAPTION "COVENANTS, RESTRICTIONS AND LIMITATIONS OF BELLINGRATH ROAD COUNTRY CLUB ESTATES, UNIT TEN" DATED THE 24TH DAY OF JULY, 2007, BY NORTH ROYAL PROPERTIES, INC., AS DECLARANT.

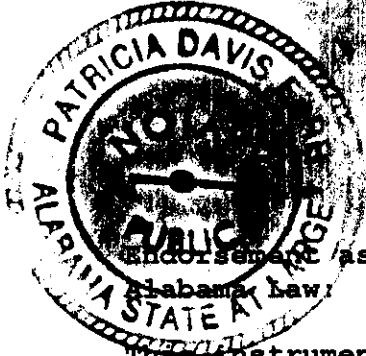
STATE OF ALABAMA:

COUNTY OF MOBILE:

I, the undersigned Notary Public in and for said County, in said State, hereby certify that WILLIAM M. LYON and VIVIAN G. JOHNSTON, III, whose names as President and Secretary, respectively, of NORTH ROYAL PROPERTIES, INC., an Alabama corporation, are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, they, as such officers 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 official, notarial seal this 24th day of July, 2007.

(AFFIX NOTARIAL SEAL)



Patricia Davis Farr  
NOTARY PUBLIC, MOBILE COUNTY, ALABAMA  
PATRICIA DAVIS FARR  
Notary Public, State of Alabama  
Alabama State At Large  
My Commission Expires  
April 07, 2010

Endorsement as required by  
Alabama Law:

This instrument prepared by:  
Vivian G. Johnston, III  
Of Vivian G. Johnston, III, P.C.  
Attorney at Law  
813-E Downtowner Blvd.  
Mobile, Alabama 36609  
251-343-3793  
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State of Alabama-Mobile County  
I certify this instrument was filed on:  
August 15, 2007 @ 3:34:36 PM  
S.R. FEE \$2.00  
RECORDING FEES \$21.00  
TOTAL AMOUNT \$23.00  
2007064064  
Don Davis, Judge of Probate

THIS IS PAGE 8 OF DOCUMENT BEARING THE CAPTION "COVENANTS, RESTRICTIONS AND LIMITATIONS OF BELLINGRATH ROAD COUNTRY CLUB ESTATES, UNIT TEN" DATED THE 24TH DAY OF JULY, 2007, BY NORTH ROYAL PROPERTIES, INC., AS DECLARANT.