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STATE OF ALABAMA)
COUNTY OF MOBILE)

2004034769 Book-5588 Page-1857
Total Number of Pages: 6

DECLARATION
OF COVENANTS, CONDITIONS AND PROTECTIVE RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by the UNDERSIGNED OWNERS, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, the Declarant is the owner of certain property located in the County of Mobile, Alabama, which is more particularly described as follows:

WOODSIDE UNIT SEVEN, as per plat recorded in Map Book 104, Page 77 of the records in the Office of the Judge of Probate Court of Mobile County, Alabama.

WHEREAS, Declarant is desirous of placing certain requirements, covenants, restrictions, conditions and reservations (collectively sometimes "Restrictions") upon the said subdivision in accordance with a general scheme or plan in order (a) to protect the owners of each lot of the subdivision 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 ensure the creation of attractive, well designed, properly proportioned and appropriate homes of suitable materials with appropriate locations on said lots, (d) to ensure 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, Declarant hereby declares that all of the properties described above shall be held, sold 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 parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. “Association” shall mean and refer to Woodside West Property Owners Association Inc., its successors and assigns.

Section 2. “Owner” shall mean and refer to the record owner, whether one or more persons, or entities, of a fee simple title to any lot which is part of the properties, but excluding those having such interests merely as security for the performance of an obligation.

Section 3. “Subdivision” shall mean and refer to that certain real property herein before described.

Section 4. “Common Area” shall mean any real property (including the improvements thereto) shown on the plat as Common Area or deeded by Declarant to the Association for the common use and enjoyment of the owners, including but not limited to the detention area, and drainage easements (both with existing infrastructures) (as both are shown on the record plat of Woodside Unit Seven, recorded in Map Book 104, Page 77, Probate Court Records, Mobile County, Alabama).

Section 5. “Lot” shall mean and refer to any plot of land shown upon the recorded plat of the Subdivision, with the exception of the Common Area.

Section 6. “Declarant” shall mean and refer to the UNDERSIGNED OWNERS, their heirs and assigns.

ARTICLE II

LAND USE, ARCHITECTURAL CONTROL AND USE PROTECTIONS

Section 1. Upon recording of the plat of subdivision of Woodside Unit Seven, owners of those lots included within said unit shall become members of the Woodside West Property Owners Association, Inc. and said membership shall be appurtenant to, shall transfer with and may not be separated from ownership of the property or lots within said subdivision.

Section 2. 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 single family residential purposes. Mobile homes shall specifically not be permitted on a residential Lot. No house may be constructed with less than 1000 square feet of living area and must be completed within twelve (12) months after commencement of construction.

Section 3. Resubdivision. Except as hereinafter provided, no lots in the Subdivision may be resubdivided. A resubdivision may be had upon the approval of the Declarant.

Section 4. No dwelling shall be erected on any Lot until the construction plans and specifications have been approved by the Declarant.

Section 5. Offensive Activities, Etc. No trade of 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 any annoyance or nuisance to the neighborhood. No outside clothes lines shall be permitted in the Subdivision unless screened in such a manner as not to be visible from adjacent Lots or streets.

Section 6. Animals. Dogs, cats and other domesticated animals, not exceeding four (4), of which there shall be not more than two (2) dogs, 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.

Section 7. 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 clean, sanitary condition.

Section 8. No structure of a temporary character, tent, garage, barn, shack, or other outbuilding shall be used on any Lot at any time as a residence, either temporary or permanently, nor shall there be erected any outside toilets on any Lot.

Section 9. Setbacks. No dwelling shall be placed on any Lot nearer to the front line or to the side street than the minimum building setback as shown on the record plat of WOODSIDE, UNIT SEVEN. No fence or wall shall be placed closer to the street than the front of the dwelling with which it is associated. No structures except a detached garage, or other outbuilding shall be located more than 100 feet from the front lot line. No structure shall be located nearer than 4 feet from any interior lot line except that a home containing a carport with no exit door or windows adjacent to the lot line may be located 3 feet from an interior lot line and further provided that a minimum of 12 feet separation is maintained between buildings on adjacent lots. There shall be no variance to these requirements except by written approval of the Declarant.

Section 10. No person or persons shall be allowed to discharge or allow upon the premises any pollutant or other contaminating substance, such as used motor oil, solvents, and the like. In the event anyone violates this provision and causes contamination of the demised land or neighboring land, said person or persons shall cause any contamination to be removed therefrom at their expense.

Section 11. Large Vehicles and Boats. No boat, boat trailer, house trailer, horse trailer, trailer, camper, motor home, bus or unmaintained cars, trucks, buses, or any similar items shall be stored on or at any lot for a period of time in excess of twenty-four (24) hours unless housed in an enclosed garage or in the rear yard in a position not visible from any street. Any such vehicle or equipment parked in violation of this Section may be towed by the Association or the Declarant at the sole expense of the owner of such vehicle or equipment, if it remains in violation for a period of twenty-four (24) hours. The Association or the Declarant shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion, or otherwise, not guilty of any criminal act by reason of such towing and neither its removal or failure of the Owner to receive any notice of said violation shall be grounds for relief of any kind.

Section 12. In the event any buyer or buyers of any of the Lots of WOODSIDE, UNIT SEVEN should violate or be accused of violating any one or more of these restrictive covenants, the undersigned Owner and Declarant shall have no liability or responsibility with respect to such violation or alleged violation. Instead, it shall be the duty and responsibility of any individual buyer or buyers or the Association to see enforcement or compliance with such restrictive covenants within a court of law or some other manner.

Section 13. Easements. The Property Owners Association shall maintain all common elements, but shall be also responsible for maintaining the detention area and detention infrastructure and any other drainage easements and drainage infrastructure. All easements shown on the record 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, telephone, and other utility lines, equipment and facilities and drainage ditches, in, on, over and under streets, roads and easements shown on the record plat of the Subdivision, and any other right-of-way, and to construct, install, operate, maintain, repair, and replace lights, walls, fences, shrubbery, bushes, and streets and other decorative or screening improvements in, on, over and under property included within the areas designated as fences, drainage and/or utility easements, if any, with all right of ingress and egress to and from said streets and roads and easements across adjoining property; and the undersigned 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 undersigned may deem appropriate or convenient in connection therewith.

Section 14. Amendment or Modification of Restriction. Any or all of the restrictions or requirements herein above set forth may be annulled, or modified at any time by an instrument executed by the Owners of not less than seventy-five (75%) percent of the Lots in said Subdivision, which said instrument shall be acknowledged by each such Owner Signing same and shall be filed for record in the Office of the Judge of Probate of Mobile County, Alabama, PROVIDED, that no amendment shall place an additional burden or restriction or requirement on any said Lot in said Subdivision, the Owner of which does not join in said amending instrument, AND EXCEPT THAT THE RESPONSIBILITY FOR MAINTENANCE OF THE COMMON ELEMENTS, DETENTION AREA, COMMON DRAINAGE ELEMENTS, AND DRAINAGE INFRASTRUCTURE CANNOT BE AFFECTED BY SUCH AMENDMENT. THE RESPONSIBILITY FOR MAINTENANCE OF WHICH SHALL REMAIN WITH THE PROPERTY OWNERS ASSOCIATION. IN THE EVENT THAT THE PROPERTY OWNERS ASSOCIATION IS DISSOLVED, THE MAINTENANCE OF THESE ITEMS SHALL REMAIN WITH THE OWNER OF EACH LOT.

Section 15. Term. The herein stated restrictions shall run with the land and shall be binding on all Lot Owners, or upon all parties and persons claiming under or through them, each of whom shall, by virtue of his acceptance or acquisition of title or other interest, accept and agree to be bound by and abide by all terms and provision of this instrument, all of which shall be and remain in full force and effect until ten (10) years from date hereof. After which time said restrictions shall automatically be extended for successive period of five (5) 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.

Section 16. Violations. Any violations of these covenants shall not act as a cloud upon the title of the property concerned and title shall not be forfeited as a result of such violations.

Section 17. Enforcement. Any Owner of any property in said Subdivision shall have the right to enforce any of the foregoing restrictions against any person violating the same by appropriate proceedings in a court of competent jurisdiction.

Section 18. Invalidation of any one of these covenants by judgement or court decree shall in no wise effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has here unto set his hand and seal this the 7th day of May, 2004.

DECLARANT:
WOODSIDE, L.L.C.

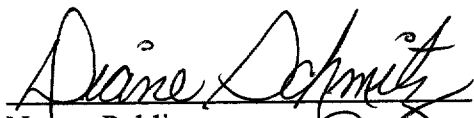


DONALD W. ROWE, MANAGER/MEMBER

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned authority, a notary public in and for said county in said state, hereby certify that DONALD W. ROWE, whose name, as MANAGER/MEMBER of WOODSIDE, L.L.C., a 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 executed the same voluntarily on the day the same bears date for and as an act of said Company.

Given under my hand this the 7th day of May, 2004.



Notary Public
My Commission Expires: June 14, 2004

This Instrument Prepared By:

DONALD W. ROWE
3755 Cottage Hill Road
Mobile, Alabama 36609
(334) 666-2766

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

Wed, May-12-2004 @ 1:20:40PM

RECORDING FEE	16.00
S. R. FEE	2.00
TOTAL AMOUNT	\$18.00