

RECORD FEE 62.50  
STATE OF ALABAMA  
BALDWIN COUNTY  
I CERTIFY THIS INSTRUMENT WAS  
FILED AND TAXES COLLECTED ON:

MAR 28 8 22 AM '06

DATE \_\_\_\_\_ MONETARY  
RECORDED IN Misc 87/66  
W. J. J. L.  
JUDGE OF PROBATE

STATE OF ALABAMA  
COUNTY OF BALDWIN

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

OF

IDLEWILD

WHEREAS, FAIRHOPE SINGLE TAX CORPORATION is the owner of certain real property located in Baldwin County, Alabama, particularly described on Exhibit "A" attached hereto; and

WHEREAS, A.B.K. DEVELOPMENT, L.L.C., (hereinafter referred to the "Developer"), is the lessee 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 IDLEWILD which shall include the property described on Exhibit "A"; and,

WHEREAS, the Developer for itself, its successors and assigns, desire 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 and lessee of any of the lands described therein as follows:

1. Usage: The lands described on Exhibit "A" shall be used only for single family residences purposes. No mobile 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.

2. Aesthetics: It is the intent of the Developer to

MISC 0027 PAGE 0667

provide a standard which 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 which will ensure that all homes will be compatible with its 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, drives 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 or 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 lands owned by the Developer and other lessees.

(3) Insuring that any development, structure or landscaping complies with the provisions of these covenants.

(b) The committee shall be composed of three individuals designated by the Developer during the period of developer control and by a majority of lot lessees or the association board after the period of developer control terminates. 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 they wish for the purpose of the property owners to control the committee.

(c) Two copies 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 than twelve (12) months after such approval. Disapproved plans and related data shall be accompanied by a reasonable statement of items found unacceptable. In the event approval of such plans is neither granted or denied within 30 days following receipt by the Architectural Review Committee of the written request for approval, the provisions of this section shall be thereby waived. Refusal or approvals of plans, site location, building height, or specifications may be based by the

MISC0387 PAGE 0669

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 2,000 square feet of enclosed living area being heated and cooled, excluding porches, decks, patios, garages and carports. No structure shall contain more than two (2) stories and if a structure does contain two stories, the bottom story must contain 1,200 square feet exclusive of porches, decks, patios, garages and carports.

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 whatever 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.

8. Landscaping: All lots, at a minimum, shall be sodded in all unimproved areas.

9. Exterior Finish: Any part of the lower story of structural improvements facing a roadway shall be constructed of brick, durarock, drive-it, vinyl siding or other material approved by the Architectural Review Committee. In the event vinyl siding is used on the exterior of any residence, no more than 20% of said exterior shall be of vinyl materials. All exterior hardboard siding must be factory primed and factory painted. All exterior finishes must be approved by the Architectural Review Committee prior to construction thereof.

10. Roofing: All asphalt roofing material shall be architectural shingled only. All other roofing material shall be approved by Developer. 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 20% 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.

11. Driveway/Parking: All homes must have a driveway of a permanent nature, constructed of concrete or brick paver. All 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. All locations of driveway must be approved by the Architectural Review Committee. No garages nor carports shall open to an adjacent street or roadway. Entryways on lots which may front on two streets or roadways shall require Architectural Review Committee approval.

MS00087 PAGE 0671

12. 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.

13. Mailboxes/Newspaper Boxes: The design of all mail and/or newspaper boxes must be approved by the Architectural Review Committee. Such boxes shall be built of brick or stucco material in harmony with the dwelling.

14. Outdoor Equipment: All garbage and trash containers, bottled gas tanks, swimming pool equipment and housing, and 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.

15. Sidewalk: Each lessee shall be responsible for constructing, at lessee's sole expense, a concrete sidewalk along the entire road frontage of said lessee's lot. The location and specifications of said sidewalk shall be established by the Architectural Review Committee.

16. 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

MISC0387 PAGE 0672

or pick-up regularly used by a lessee as personal transportation to and from lessee's business and which is capable of being parked inside lessee'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 boat, boat trailer, or other trailer of any kind, camper, mobile home, motor home, or disabled vehicle shall be permitted to be parked or stored unless fully enclosed inside a structure.

(c) None of the aforementioned vehicles shall be used as a domicile or residence, either permanent or temporary.

17. 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.

18. Pets and Animals: (a) Commonly accepted household pets such as dogs, cats, and pet birds may be kept in reasonable numbers. All animals shall be contained on the lessee's lot and shall not be permitted to roam free. Provided that such domestic pets shall not be used or kept for any commercial purpose and further that said domestic pets do not constitute a disturbance or nuisance to other lot lessees.

(b) No hogs, pigs, swine, goats, chickens, pigeons or other obnoxious animals, fowl or reptile, shall be kept or permitted to

MISC0087 PAGE 0673

be kept.

19. Fences: No fencing in excess of six (6) feet in height shall be allowed on any lot. No chain link fences shall be allowed on any lot. All fences, hedges, or ornamental structure must be approved by the Architectural Review Committee prior to construction thereof. All fences five (5) feet in height or more shall be of shadowbox style.

20. Pools and Pool Enclosures: All pools and pool enclosures must be designed to compliment the architectural components of the dwelling. Pools must be of an in ground nature pool. 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, etc. shall be stored out of view and pump houses must be architecturally related. Above ground spas or jacuzzis may be permitted with prior written approval of the Architectural Review Committee.

21. 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.

22. Antennas: No exterior antennas, 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, however, such satellite dish must be located in the rear of the lot and shall be screened from the view of all



roadways and the adjacent property.

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

24. Grade Level: The lower finished floor of any dwelling shall be a minimum of 12 inches above the finished grade of the lot.

25. Chimneys: All exposed chimney flues shall be enclosed so as to be architecturally compatible with the main structure.

26. Off-Site Parking: No parking of any kind shall be allowed within the common areas of the subdivision.

27. Clotheslines: No exterior clotheslines shall be allowed.

28. Window Coverings: Reflective window coverings are not allowed. All awnings, canopies, shutters, patio covers or other such window coverings must be approved in writing by the Architectural Review Committee. No wall or window air conditioning units shall be allowed.

29. Nuisance: No obnoxious, offensive or illegal activity shall be carried on upon any lot within the property nor shall anything be done on any lot within the property nor shall anything be done on any lot within the property which may become an annoyance or nuisance to other lot lessees. Each lessee shall maintain his/her unimproved lot by mowing said lot.

30. Garbage and Refuse: No lumber, metals, or bulk materials shall be kept, stored or allowed to accumulate on any

MISC 0087 PAGE 0675

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.

31. Repairs and Hazards: Any improvement on any lot 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.

32. Miscellaneous:

(a) Violation of these restrictive covenants shall not work a reversion or a forfeiture of estate, but they may be enforced in law or equity by any person owning an interest in property within the subdivision. 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.

(c) These restrictive covenants may be amended, altered or annulled at any time by the written consent of the lessees representing a majority of the total membership votes (combining Class A and Class B members). 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

MISSISSIPPI PACIFIC

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 Idlewild 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, or 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 or 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 as well as the use of his lot comply in all respects with all federal, state or local governmental laws, regulations and

MISC0087 PAGE 0677

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 construction pursuant to such plans and specifications. The lessee 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 lessee, 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 lesser than the standards herein created except that such use may include single family, multi-family, or duplex use compatible with the standards set forth herein.

(h) This declaration shall be enforceable by the Developer,

the Architectural Review Committee, or the lessee 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 same thereafter.

(i) All covenants, restrictions, and affirmative obligations set forth in this declaration shall run with the lot.

33. Creation of Property Owners Association.

(a) Definitions:

(1) "Association" shall mean and refer to Idlewild Property Owners Association, Inc., its successors and assigns.

(2) "Lessee" shall mean and refer to the record lessee, 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 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 the improvements) leased by the Association for

MISC0037 PAGE 0679

the common use and enjoyment of the Owners. The Common Area to be leased by the Association at the time of the conveyance of the first lot is described as follows:

See 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 the Properties with the exception of the Common Area.

(6) "Developer" shall mean and refer to A.B.K. DEVELOPMENT, L.L.C., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Developer for the purpose of development.

(b) Property Rights.

(1) Every lessee 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:

(i) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

(ii) The right of the Association to suspend the voting rights and the right to use of the recreational

facilities by a lessee 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 each class of members has been recorded.

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

(c) Membership and Voting Rights.

(1) Every lessee 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) The Association shall have two classes of voting membership:

REC-0097 PAGE 0681

(i) Class A members shall be all lessees with the exception of the Developer and shall be entitled to one vote for each Lot owned. When more than one 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 vote be cast with respect to any one Lot.

(ii) The Class B member(s) shall be the Developer and any successor of Developer who takes an interest in the property for the purpose of development and who is designated as such in a recorded instrument executed by Developer. The Class B member shall be entitled to cast twice the number of votes which are contained in the total of all Class A members. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following ~~events, whichever occurs earliest:~~

(a) On January 1, 2007.

~~(b) Upon voluntary consent of Developer or its assigns.~~

(d) Covenant for Maintenance Assessments.

(1) The Developer for each Lot owned within the Properties, hereby covenants, and each lessee of any Lot by acceptance of a deed or bill of sale, whether or not it shall be so expressed in the deed or bill of sale, is deemed to covenant and agree to pay to the Association: annual

MS00037 PAGE 0682



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 reasonable attorney's fees, shall also be the personal obligation of the lessee of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them. The Developer's responsibility for assessments shall be set forth in 33(d)(10) 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 the improvement and maintenance of the Common Area.

(3) Until January 1, 1996, the maximum annual assessment shall be \$100.00 per Lot.

(i) From and after January 1, 1996, the maximum annual assessment may be increased each year by not more than 10% above the maximum assessment for the previous year without a vote of the membership.

(ii) From and after January 1, 1996, the maximum annual assessment may be increased above 10% by the

vote or written assent of two-thirds (2/3) of each class of members.

(iii) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum;

(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 two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

(5) Written notice of any meeting called for the purpose of taking any action authorized under Section 8(d)(3)(ii) or 8(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 (60%) percent of all the 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 requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting

M300037 P01 0684

shall be held more than sixty (60) days following the preceding meeting.

(6) Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

(7) The annual assessments provided for herein shall commence as to each lot upon the initial assignment of lease of said lot. There shall be no proration of such assessments. The Board of Directors 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 lessee subject thereto. The due dates shall be established by the Board of Directors. 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 the highest legal rate permitted under law. The Association may bring an action at law against the lessee personally obligated to pay the same, or foreclose the lien against the property, in accordance with the laws of the

MISC0097 PAGE 0685

State of Alabama. No lessee may waive or otherwise escape liability for the assessments 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 payments that became 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 any of its assigns) is the lessee of any lot or undeveloped property subject to this Declaration, the Developer shall have the option, in its sole discretion, to (i) pay assessments on such lots leased by it, or (ii) 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 lessees other than the Developer. The deficit to be paid under option (ii) above shall be the difference between (aa.) the actual operating expenses of the association (exclusive of capital improvement cost reserves and management fees) and (bb.) the sum of all monies receivable by the association (including, without limitation, assessments, interest, late

MIST0087 PAGE 0686

charges, fines and incidental income) and any surplus carried forward from the preceding year(s).

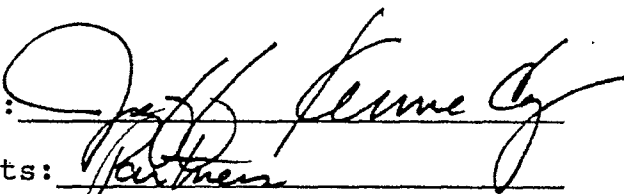
(e) Additional Association Responsibility.

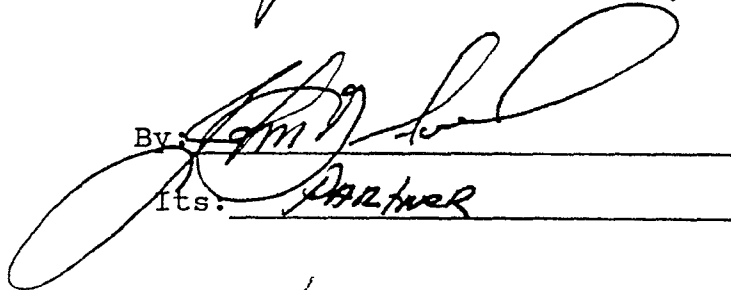
The Association shall be responsible for the repair and maintenance of all drainage facilities extending from the street inlets to the retention ponds as they may be located within the drainage easement areas as reflected on the recorded plat of the property or any other plat showing additional property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

The Association shall maintain any and all common areas and shall maintain, with the consent of governmental authorities the median areas and entrance features, if any, to the subdivision.

IN WITNESS WHEREOF, the Developer has caused these presents to be property executed on this the 15<sup>TH</sup> day of MARCH, 1996.

A.B.K. DEVELOPMENT, L.L.C.,  
an Alabama Limited Liability  
Company

By:   
Its: Partner

By:   
Its: Partner

By: \* Kevin G Bane  
Its: Partner

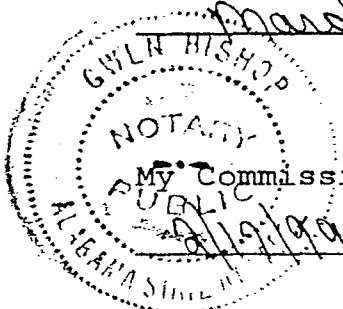
MISC0087 PAGE 0687

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Gwen Bishop, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Jeff Kennedy whose name as Member, of A.B.K. DEVELOPMENT, 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 said instrument, he, as such member and with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.

Given under my hand and seal this the 15<sup>th</sup> day of March, 1996.



Gwen Bishop  
Notary Public

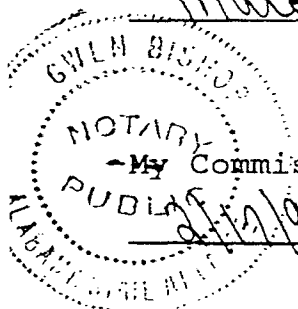
My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Gwen Bishop, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that John G. Avent whose name as Member, of A.B.K. DEVELOPMENT, 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 said instrument, he, as such member and with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.

Given under my hand and seal this the 15<sup>th</sup> day of March, 1996.



Gwen Bishop  
Notary Public

My Commission Expires: \_\_\_\_\_

MS00387 PAGE 0688

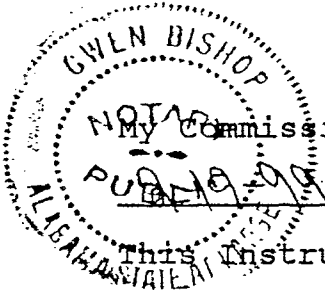
STATE OF ALABAMA

COUNTY OF BALDWIN

I, Gwen Bishop, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Kevin G. Boone whose name as Member, of A.B.K. DEVELOPMENT, 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 said instrument, he, as such member and with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.

Given under my hand and seal this the 15<sup>th</sup> day of March, 1996.

Gwen Bishop  
Notary Public



My Commission Expires: \_\_\_\_\_

This Instrument Prepared by:

G. DAVID CHAPMAN III, P.C.  
Attorney at Law  
Post Office Box 1508  
Gulf Shores, Alabama 36547  
File 95.3064

3064.cov:kg18/0314096

REC-037 POF 0089

EXHIBIT "A"

TO DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS OF

IDLEWILD

PARCEL I: Commence at the Northwest corner of the Southeast Quarter of Section 15, Township 6 South - Range 2 East, Baldwin County, Alabama; thence run South 00 degrees 00 minutes 53 seconds West for 40.00 feet; thence run North 90 degrees 00 minutes 00 seconds East for 33.00 feet to the Point of Beginning; thence run North 90 degrees 00 minutes 00 seconds East for 175.00 feet; thence run South 00 degrees 00 minutes 53 seconds West for 843.98 feet; thence run North 90 degrees 00 minutes 00 seconds West for 175.00 feet; thence run North 00 degrees 00 minutes 53 seconds West for 843.98 feet to the Point of Beginning; tract contains 3.39 acres +/- and lies in the Southeast Quarter of Section 15, Township 6 South - Range 2 East, Baldwin County, Alabama.

The above described parcel being Phase I of Idlewild, a subdivision, as shown on Slide 1593-B, of the records in the Office of the Judge of Probate of Baldwin County, Alabama.

PARCEL II: Commence at the Northwest corner of the Southeast Quarter of Section 15, Township 6 South - Range 2 East, Baldwin County, Alabama; thence run South 00 degrees 00 minutes 53 seconds West for 40.00 feet; thence run North 90 degrees 00 minutes 00 seconds East for 208.00 feet to the Point of Beginning; thence run North 90 degrees 00 minutes 00 seconds East for 1447.20 feet; thence run South 00 degrees 00 minutes 00 seconds West for 360.00 feet; thence run North 90 degrees 00 minutes 00 seconds West for 100.00 feet; thence run South 86 degrees 56 minutes 54 seconds West for 200.28 feet; thence run South 80 degrees 04 minutes 04 seconds West for 309.23 feet; thence run North 90 degrees 00 minutes 00 seconds West for 220.40 feet; thence run North 00 degrees 00 minutes 00 seconds East for 120.00 feet; thence run North 90 degrees 00 minutes 00 seconds West for 80.00 feet; thence run South 00 degrees 00 minutes 00 seconds West for 117.00 feet; thence run North 90 degrees 00 minutes 00 seconds West for 542.31 feet; thence run North 00 degrees 00 minutes 53 seconds East for 421.00 feet to the Point of Beginning. Tract contains 13.22 acres +/- and lies in the Southeast Quarter of Section 15, Township 6 South - Range 2 East, Baldwin County, Alabama.

MISC0037 PAGE 0690

The above described parcel being Phase II of Idlewild, a subdivision, as shown on Slide 1638A, of the records in the Office of the Judge of Probate of Baldwin County, Alabama.