

*unattached
units*

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR WILLOW POINTE, UNIT ONE
LOTS 1-14, 20-22 AND 27-72**

*31.00
2.00
33.00*

THIS DECLARATION, made this 1st day of November, 2000, by THE MITCHELL COMPANY, INC., a corporation, hereinafter referred to as "Developer",

WITNESSETH:

WHEREAS, Developer is the Owner of the real property located in Mobile County, Alabama, and more particularly described as follows, to-wit:

Willow Pointe, Unit One, Lots 1-14, 20-22 and 27-72, according to plat thereof recorded in Map Book 88, page 3 of the records in the Office of the Judge of Probate, Mobile County, Alabama.

NOW THEREFORE, Developer hereby declares that all of the real property 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 said real property and which shall run with the real property and be binding on all parties having any right, title or interest in the described property, or any part thereof, and upon all persons deriving title through the Developer, and their respective heirs, successors and assigns and which shall inure to the benefit of each Owner thereof.

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to the Willow Pointe Owners Association, Inc., an Alabama non-profit corporation, its successors and assigns. This is the Declaration of Covenants, Conditions and Restrictions for Lots 1-14, 20-22 and 27-72 of Unit One to which the Articles of Incorporation and Bylaws of the Association make reference.

Section 2. "Owner" shall mean and refer to the record Owner, whether one (1) or more persons or entities, of a fee simple title to all or any portion of any Lot which is a part of the Properties as hereinafter defined, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Areas" shall mean real property, easements and any other interests in real property (including any improvements thereto or thereon) now or hereafter owned by the Association for the common use and enjoyment of the Owners. The Common Areas to be owned by the Association at the time of the conveyance of the first Lot are those common areas designated on the plat as hereinafter defined.

Section 5. "Lot" shall mean and refer to the platted Lots numbered 1-14, 20-22 and 27-72 as shown on the Willow Pointe, Unit One a subdivision as recorded in the public records of Mobile County, Alabama. In the event a portion of a Lot is added to another Lot due to building encroachments, setback violations or for other reasons, such combination of Lots and the remainder of a Lot shall also constitute a "Lot" under this definition.

Section 6. "Developer" shall mean and refer to THE MITCHELL COMPANY, INC., a corporation, its successors and assigns.

Section 7. "Plat" shall mean and refer to the Plat of Willow Pointe, Unit One, which is recorded in the public records of Mobile County, Alabama in Map Book 88, page 3.

Section 8. "Subdivision" shall mean and refer to Willow Pointe, Unit One, a subdivision situated in Mobile County, Alabama according to the Plat.

Section 9. "Future Development Parcels" Any and all real property which is located adjacent to Unit One which is now owned or which may be acquired by Developer and which is reserved for future development.

Section 10. "Building Product" shall mean and refer to the type of housing product to be placed on each Lot within the Subdivision, for example, "detached dwelling" or "attached dwelling", and for which a separate Declaration of Covenants, Conditions and Restrictions shall issue.

ARTICLE II **DEVELOPMENT PLAN**

Section 1. Initial Development Plan. Unit One consists of 115 Lots for single family residential use with such roadways and Common Areas as appear on the plat. Lots 1-14, 20-22 and 27-72 constitute 63 single family residential Lots with one detached residence per Lot of the "detached dwelling" Building Product. Lots 15A-15F, 16A-16F, 17A-17F, 18A-18F, 19A-19F, 23A-23F, 24A-24F, 25A-25F and 26A-26D constitute 52 single family residential Lots with one attached residence per Lot of the "attached dwelling" Building Product. The restrictions herein apply to the "detached dwelling" Building Product.

Section 2. Future Development.

(a) General Provisions. Developer reserves for itself, its grantees or assigns, the future right, but shall not be required or otherwise obligated, to develop all or part of any and all additional parcels of real property adjacent to Unit One which are now owned by Developer or which may be acquired in the future by Developer for residential use as Willow Pointe or other named subdivisions in any Building Product category and/or to convey all or part of additional units of said Future Development Parcels to other individuals or entities. The Owners of Lots in Unit One of the Subdivision shall not, under any circumstances, bear any liability or responsibility for any of the initial development costs for any such future development. Notwithstanding anything to the contrary contained herein, as long as said Future Development Parcels remain unimproved, Developer shall not be required to share in any of the maintenance, repair or replacement obligations of Association by virtue of the Ownership of Developer, its grantees or assigns, of said Future Development Parcels.

(b) Future Development by Developer. If any part of the Future Development Parcels is developed by Developer (development by any other party is excluded from this provision) then the following will be applicable to both Unit One and such other development by Developer of Future Development Parcels:

1. Each Owner of a Lot in such other development of the Future Development Parcels shall become a member of the Association.
2. All Owners of Lots in Unit One shall have the right to use all Common Areas and easements created in such other development of the Future Development Parcels on an

equal basis with all future Owners and occupants of Lots in such other development of the Future Development Parcels and shall likewise share equal liability and responsibility for the maintenance, repair and replacement of all Common Areas and easements which are to be developed in such other development of the Future Development Parcels;

3. All Owners or occupants of Lots in such other development of the Future Development Parcels shall have the right to use all Common Areas and easements in Unit One on an equal basis with the Owners of Lots in Unit One and all Owners of Lots in such other development of the Future Development Parcels shall share in the maintenance, repair and replacements obligations of the Association in accordance with the provisions of the preceding paragraph;

4. Upon completion of the construction of roads and all buildings in such other development of the Future Development Parcels or upon the initial sale or rental by Developer of a Lot in such other development of the Future Development Parcels, whichever event shall occur first, the budget of Association and, therefore, the general assessments of Association as well as the apportionment thereof shall be adjusted to reflect the increased income from Lot Owners in such other development of the Future Development Parcels and the increased obligations of the Association for such other development of the Future Development Parcels, but the dollar amount of the then existing monthly installment paying the general and special assessments for each Lot in Unit One shall not be increased or otherwise affected. The foregoing provision shall be subject to the respective assessment rates for different Building Products.

ARTICLE III **PROPERTY RIGHTS**

Section 1. Common Area Easements. Every Owner of every Lot shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with title to every Lot (even if not referenced in the document of conveyance) and the Association shall have such right and easement for the following purposes:

- (a) Displaying and maintaining a sign identifying the Subdivision.
- (b) Erecting and maintaining fences, entrance markers and landscaping at the Subdivision entrance, on the Common Areas and at other locations within the Subdivision.
- (c) Such other rights and easements as the Association may determine to be suitable for the use and enjoyment of the Owners.

Section 2. General. The rights and easements of enjoyment herein created and reserved shall be subject to the following provisions:

- (a) Right of the Association to expand or bring other properties within the jurisdiction of the Association.
- (b) An easement in favor of Developer and Association to develop and construct improvements on the Common Areas and to repair and maintain any existing improvements on such Common Areas; provided, however, Developer shall have no obligation to so repair and maintain any improvements once constructed.

- (c) Easements and rights of way of record.
- (d) Matters contained in Development Plan as set out in Article II hereinabove.
- (e) Right of the Association to place fences or Subdivision markers on individual Lots.
- (f) The Common Area cannot be mortgaged or conveyed without the consent of at least 2/3 (two thirds) of the Lot Owners (excluding Developer).
- (g) If ingress or egress to any Lot is through any Common Area any conveyance or encumbrance of such Common Area is subject to the Lot Owner's easement.

ARTICLE IV
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Organization of Association. Developer has caused or shall cause the formation of a homeowners association which shall be a non-profit corporation. Such corporation shall be required to hold title to all Common Areas as defined and provided herein. The name of such non-profit corporation shall be "Willow Pointe Owners Association, Inc." and shall be referred to herein as "Association". Said Association shall be governed and managed by its Board of Directors, which shall be elected by its members in accordance with and for such terms as may be provided in its Articles of Incorporation and By-Laws; however, control of the number of directors and the membership of said Board of Directors shall be retained by Developer until (i) Developer ceases to be the record Owner of any unit or Lot within the Subdivision or (ii) the date on which Developer relinquishes its right to the members of the Association to determine the number of directors and to elect directors, whichever event shall occur first.

Section 2. Authority of Association. The Association shall have such objects, purposes and powers as provided in the Articles of Incorporation and shall, among other things, own, maintain, service, repair and replace if necessary, all Common Areas as defined herein. Rules and regulations for the use thereof, shall be adopted in accordance with the terms and conditions of the Articles of Incorporation of the Association and Bylaws adopted by Association. The Association shall have the obligation of collecting all assessments, maintaining and investing all funds, including reserve funds, maintaining appropriate accounting records therefor in accordance with generally accepted accounting principles and paying all expenses in connection with its maintenance, repair and replacement obligations. The Association shall obtain insurance coverage as required by these Restrictions.

Section 3. Membership. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 4. Classes of Membership. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Developer (who shall become a Class A member as provided hereafter) and shall be entitled to one (1) 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 a Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. Class B members shall be Developer and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership upon the happening of either of the following events, whichever occurs earlier: (a) when Developer ceases to be the record Owner of any unit or Lot within the subdivision; (b) the date on which Developer relinquishes its right under Class B membership herein; or (c) 120 days after the date 75% of the total number of Lots within the subdivision are conveyed by Developer to Owners other than the Developer. Under no circumstance shall the Class B membership continue past the date which is seven (7) years from the date this instrument is recorded.

From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one (1) vote for each Lot which is owned by said Class B member. The Developer shall not exercise its voting rights granted to it under this Article in an unreasonable manner nor in such a way as to cause undue hardship upon any Owner. Likewise, Class A members shall not exercise their voting rights granted to them in a manner as to hinder the Developer, in any manner, in selling the Lots it has remaining, nor to affect any reservation or right of the Developer contained herein, or elsewhere, so long as the Developer holds title to at least one Lot.

ARTICLE V

COVENANT FOR SUBDIVISION MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot by acceptance of any Deed therefor, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay the Association: (1) Annual assessments and (2) special assessments for capital improvements, such annual and special assessments to be established and collected as hereinafter provided (annual assessments and special assessments under this Article V referred to hereinafter at times collectively as "assessments"), together with interest, costs and a reasonable attorneys fee, shall be a continuing charge and lien on each Lot against which such assessments are made. All such assessments, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, but shall continue as a lien on the Lot until satisfied.

Section 2. Purpose of Assessments.

(a) The annual and special assessments levied by the Association under this Article V shall be used exclusively to promote the recreation, health, safety and welfare of the Owners, their invitees or licensees, and for the improvement and maintenance of the Common Areas and any improvements situated thereon.

(b) Association's Insurance Obligations. Association shall maintain in full force and effect a comprehensive public liability insurance policy, in such amounts as the Association, in its sole discretion, deems appropriate or desirable, insuring the Association, its officers, directors, employees and managing agents and all Owners from any liability in connection with any personal injury or property damage occasioned as a result of the Association's operation, maintenance, repair or replacement of the Common Areas, easements or other areas within the Subdivision for which Association has any maintenance, repair or replacement responsibility and for any such liability arising out of the use of such areas by Owners, their families, tenants, guests or invitees.

(c). Owner's Obligations. The Owner shall be responsible for maintenance and repair located within his Lot, including but not limited to painting, replacing and caring for roofs, exterior building surfaces, trees, shrubs, grass, walks, driveways and other exterior improvements.

Section 3. Annual Assessment. Annual assessments shall be payable semi-annually on January 1 and July 1 of each year or as otherwise determined by the Board of Directors of the Association.

(a) From and after the initial annual assessment, the maximum annual assessment under this Article V may be increased each year by an amount no more than five percent (5%) above the potential maximum assessment for the previous year without a majority vote of the Owners.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased by more than five percent (5 %) by a vote of two-thirds of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

(c) The Board of Directors of the Association may fix the annual assessment under this Article V at an amount in excess of the potential maximum assessment without a vote of the Owners.

Section 4. Special Assessments for Subdivision Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment under this Article V for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of an improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such special assessment shall have the approval of not less than 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.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 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 of proxies entitled to cast fifty-one percent (51%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another second meeting may be called subject to the same notice requirement, and the required quorum at the second meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No subsequent meetings shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual assessments and special assessments under this Article V shall be fixed at a uniform rate for each Lot assigned to a particular Building Product or for all Lots included in this Declaration of Covenants, Conditions and Restrictions. Rates for Lots with a different Building Product or Lots included in a different and separate Declaration of Covenants, Conditions and Restrictions may be assessed at a different rate.

Section 7. Annual Assessment Periods and Due Date. The annual assessment provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot to an Owner. The first annual assessment shall be assessed according to the number of months remaining in the calendar year. 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 each Owner subject thereto. The due date shall be established by the Board of Directors if other than as set forth herein. 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 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.

Section 8. Effect on Nonpayment of Assessments - Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest interest allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property in accordance with the laws of Alabama and applicable to the foreclosure of mortgages. No Owner may waive or otherwise escape liability for the assessments provided for under this Article V herein by non-use of the Common Areas, or by sale or abandonment of his Lot. The Association shall be entitled to foreclose its lien if it elects to do so and shall have the right to sell the property at public outcry at the front door of the Courthouse of Mobile County, Alabama in accordance with Alabama Law, after publication of notice of sale once a week for three (3) consecutive weeks in some newspaper published in Mobile County, Alabama. In a foreclosure action, the Association shall have the right to bid as a stranger at the foreclosure sale and to acquire, hold, mortgage and convey such foreclosed property.

Section 9. Subordination of the Lien to Mortgages of Record. Except as otherwise provided by law, any lien of the Association for assessments under this Article V recorded after the date of recordation of any mortgage shall be subordinate to the mortgage on the Lot, and when the mortgagee or other purchaser of a Lot obtains title to the Lot as a result of foreclosure of such mortgage, or, as a result of a deed given in lieu of foreclosure, such acquirer of title and his successors and assigns shall not be liable for the assessments by the Association pertaining to such Lot or chargeable to the former Owner of such Lot which became due prior to such acquisition of title, and such lien shall be extinguished automatically upon the recording of the foreclosure deed or deed in lieu of foreclosure. Such unpaid share of assessments together with interest, costs, and attorney's fees, shall, however, continue to be the personal obligation of the person who was the Owner of the Lot at the time the assessment fell due. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Lot from liability for, nor the Lot so sold or transferred from the lien of any assessments thereafter becoming due. Except as hereinabove provided, the sale or transfer of an interest in any Lot shall not affect the assessment lien. Any liens extinguished by the provisions of this article shall be reallocated and assessed against all Lots as a common expense.

Section 10. Assessment on Lots Owned by Developer. Notwithstanding any of the other provisions of this Article V, Developer shall not be required to pay any annual or special assessments as provided herein as to any Lot which it owns. However, in the event any annual assessment proves to be insufficient for the purposes set out in this Article, then Developer shall be responsible for the amount of any such budget deficit, but only to the extent of the total assessment which Developer would have otherwise owed for the total number of Lots owned by it.

ARTICLE VI ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee Authority. No building, fence, sign, wall, mailbox, sidewalks, or other structure or improvement of any nature whatsoever shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration thereof be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same in relation to surrounding structures and topography and compliance with the Architectural Guidelines shall be approved in writing by the Architectural Control Committee, or the Architectural Review Representative, selected by a majority vote of the Architectural Control Committee.

Detailed plans and specifications shall be submitted to the Architectural Control Committee, or the Architectural Review Representative in duplicate and written approval or disapproval shall be noted on both sets of plans and specifications or by separate letter. In the event the Architectural Control Committee, or the Architectural Review Representative, shall fail to approve or disapprove such design and location within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The initial members of the Architectural Control Committee shall be Lindsey Walker, Joe Campus, III, and Troy D. Wilson. So long as Developer is the record Owner of any Lot in the subdivision, Developer shall have the exclusive right to appoint all members of the committee, and all such members shall serve at the pleasure of the Developer. At such time as Developer ceases to own any Lots in the subdivision or any future unit thereof or at such other time as Developer in its own discretion deems appropriate, Developer shall relinquish the exclusive right to appoint all members to the Architectural Control Committee.

Section 2. Release. When a building or other structure has been erected or its construction substantially advanced and the building is located on any Lot in a manner that constitutes a violation of these covenants and restrictions or the building setback lines shown on the recorded Plat, or this Declaration, the Architectural Control Committee or the Architectural Review Representative may release the Lot, or parts of it, from any part of the covenants and restrictions, or setback lines, that are violated. The Architectural Control Committee, or the Architectural Review Representative, shall not give such a release except for a violation that it determines to be a minor or insubstantial violation in its sole discretion.

ARTICLE VII

BUILDING SETBACK LINES AND CONSTRUCTION RESTRICTIONS

Section 1. Single Family Residence Purposes. No Lot shall be used except for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one, detached single family dwelling not to exceed two stories in height.

Section 2. Minimum Square Footage. No one story dwelling shall be erected on any of Lots 1-14, 20-22 or 27-48 having a living area of less than 800 square feet. No one story dwelling shall be erected on any Lots 49-72 having a living area of less than 1200 square feet. All square footages shall be exclusive of open porches, carports or garages.

Section 3. Setback Lines. No residential structure shall be erected on any Lot which does not conform to the setback lines, if any, drawn on the applicable recorded Plat of Willow Pointe Unit One.

ARTICLE VIII

GENERAL RESTRICTIONS

Section 1. No exploration or drilling for oil, gas or other minerals shall be permitted or allowed on any Lot in said subdivision and no Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste.

Section 2. No noxious or offensive trade or activity shall be carried on or maintained on any Lot in the subdivision nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 3. No mobile living facility or structure of a temporary character shall ever be used as a residence. However, Developer may use a mobile home or temporary structure as a construction or sales office.

Section 4. Trash, garbage, or other waste shall not be kept except in sanitary containers.

Section 5. All structures, improvements, yards, driveways, and landscaping must be diligently and properly maintained in a neat and sanitary condition so as to secure the aesthetics of the subdivision.

Section 6. 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. In no event shall more than four (4) household pets be kept on any Lot at any one time.

Section 7. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five 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; provided, however, MITCHELL HOMES or THE MITCHELL COMPANY, INC., may erect a sign on any Lot which it owns.

Section 8. No fence or wall shall be erected on the street frontage of any Lot or in the area between the rear of the dwelling, on each side, and the front of the Lot line unless an exception based on desirable architectural effect is obtained from the Architectural Control Committee or the Architectural Review Representative. No fence may be constructed on any Lot until the design, location, height, materials used for construction, and the color of the fence have been approved in writing by the Architectural Control Committee or the Architectural Review Representative based on aesthetics, harmony with existing structures, topography, integrity of construction, requirements for uninterrupted storm water drainage, and access requirements for construction of dwellings on adjoining property and/or maintenance of existing dwellings on adjoining property. Based on the foregoing considerations, the Architectural Control Committee or the Architectural Review Representative may impose certain requirements, as a condition of approving such fence, as the Architectural Control Committee and Architectural Review Representative deem appropriate. Fencing facing any street must be six (6') foot privacy fencing of wood or other material approved in writing by the Architectural Control Committee with the finished side facing the street.

Section 9. Utility, drainage, or other easements shall not be fenced in any manner that will prohibit access and use. Drainage easements shall not be obstructed in any way that will alter the natural and normal flow of drainage.

Section 10. No one shall change the natural contours of the land causing undue and harmful flow of surface water drainage to adjoining property Owners. In order to facilitate natural surface water drainage, the Developer shall have the right but not the obligation to contour each building Lot to provide a continuous drainage pattern from Lot to Lot within the subdivision. These drainage patterns shall not be altered.

Section 11. No outside clothes lines and no other items detrimental to the appearance of the subdivision shall be permitted on any Lot.

Section 12. No satellite dishes or satellite reception equipment shall be permitted in the subdivision except in a back yard, no closer to the front street than the rear of the house and no closer to the side Lot line than the side of the house, and it shall be screened by a wooden fence at least four (4) feet in height on all sides and shall be placed in such a manner as not to be visible from adjacent Lots or visible from the street. Notwithstanding the foregoing, satellite reception equipment not larger than twenty (20) inches in diameter may be attached directly to or under the overhanging eaves of a house, provided that such equipment is not attached to the front of the house, and provided that if such equipment is placed on

the side of the house, it shall be located no closer to the front of the house than one-half (½) the distance between the front and the rear of the house.

Section 13. No boats, trailers, motor homes, campers, or other recreational vehicles shall be parked on any Lot in the subdivision unless done in such a manner as to not be visible from the street.

Section 14. Outdoor storage buildings may be constructed on Lots provided plans are submitted and approved by the Architectural Control Committee. Storage buildings must be of similar design and construction as the home on the Lot where construction is proposed.

Section 15. No abandoned vehicles or vehicles without current valid registration or licenses shall be kept or stored on any Lot in such manner as to be a health hazard, a safety hazard, or create an annoyance, or nuisance to the neighborhood and no such abandoned or unlicensed vehicles shall be permitted on any Lot unless garaged or kept on a driveway or parking pad in the rear yard of such Lot and screened in such a manner as not to be visible from adjacent Lots or from any streets. All other vehicles must be parked on driveways or parking pads. No vehicles shall be parked on grass yards. No trucks, trailers, vans, commercial vehicles or other vehicles shall be parked on any Lot in any manner to create a neighborhood nuisance or impede other Lot Owners from the use and enjoyment of their Lots, except for the use by Developer or other builders during construction and development.

Section 16. Garage doors shall be kept closed when not in use for ingress and egress or when persons using the garage doors are not physically present.

Section 17. No window air conditioner shall be installed in any residential building on any Lot.

ARTICLE IX GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, or any Owner, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. After Developer has closed the sale of all Lots in the Subdivision or any future unit thereof, this Declaration may be amended at any time by a document signed by the then Owners of two-thirds (2/3) of the Lots agreeing to change these covenants in whole or in part, which has been recorded in the public records of Mobile County, Alabama. Any material amendment to this document must be done at a meeting of the membership called in accordance with the provisions set out in the Willow Pointe Owners Association, Inc. ByLaws.

Section 4. FHA / VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration and/or the Veterans Administration:

Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 5. Amendments by Developer. Until such time as Developer, its successors or assigns, has completed the closing of the sale of all Lots within the Subdivision, and any future unit thereof, the Developer herein expressly reserves unto itself the sole and unilateral right to amend, modify, change, cancel or annul these Restrictions, in whole or in part, at any time during the pendency or term of the same as existing, or as the same may be amended, modified, changed, canceled or annulled by Developer in accordance with the foregoing provisions. These Restrictions may be so changed, modified, amended, altered or terminated solely and unilaterally by the recording in the records of the Office of the Judge of Probate of Mobile County, Alabama of a written instrument duly executed by Developer, its successors or assigns which purports to have changed, modified, amended, altered or terminated these restrictions. It is expressly reserved and stipulated herein that such action as may be taken by Developer in accordance with the foregoing authority and power and may result in all or any part of these Restrictions as existing or as may be changed, modified, amended or altered being either more or less restrictive or burdensome than the foregoing Restrictions contained herein. It is further stipulated and reserved herein that Developer may at any time waive all or any part of these Restrictions as set forth herein. Developer may also include in any contract or deed hereinafter entered into or delivered such modifications and/or additions to these Restrictions which, by their nature, have the effect of raising the standards of the Subdivision.

Section 6. Effect of Acceptance of Ownership of Lot. All future Owners of any Lot or Lots subject to these Restrictions, shall by virtue of the acceptance of the conveyance or other transfer of any interest in or title to such Lot or Lots or the execution of a contract for the purchase thereof, whether from Developer or any subsequent Owner of such Lot or Lots, shall be deemed to have accepted such conveyance or transfer or other contract subject to each and all of these Restrictions and to have agreed to be bound by all of the terms and conditions of thereof, whether or not such restrictions have been referenced in any written instrument.

IN WITNESS WHEREOF, the Developer has executed this Declaration of Covenants, Conditions and Restrictions for Willow Point Unit One, Lots 1-14, 20-22 and 27-72, a Subdivision this 1 day of November, 2000.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Ruth Ann Holland
NAME: Ruth Ann Holland
Susan Summerlin
NAME: Susan Summerlin

STATE OF ALABAMA
COUNTY OF MOBILE

DEVELOPER:

THE MITCHELL COMPANY, INC.
A Corporation

BY: Walter Wall
Its: Vice Pres.

I, the undersigned authority in and for said state and county, hereby certify that Lindsay Walker, whose name as Vice President of THE MITCHELL COMPANY, INC.,

an Alabama corporation, 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 Vice Pres 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 this the 1 day of November, 2000.

Kustine Yato
Notary Public, Mobile County, Alabama
My Commission Expires: May 28, 2003
STATE OF ALABAMA AT LARGE
NOTARY PUBLIC UNDERWRITERS
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS

THIS INSTRUMENT PREPARED BY:

Beth McFadden Rouse, Attorney
McFADDEN, LYON & ROUSE, L.L.C.
718 Downtowner Boulevard
Mobile, Alabama 36609
(334)342-9172

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

Wed, Nov-01-2000 @ 02:39:59

RECORDING FEE	31.00
S. R. FEE	2.00
TOTAL AMOUNT	\$33.00

2000073029

L. W. NOONAN, Judge of Probate