

STATE OF ALABAMA
COUNTY OF BALDWIN

DECLARATION OF RESTRICTIONS AND COVENANTS
OF
WESTMINSTER GATES, UNIT ONE

KNOW ALL MEN THESE PRESENTS, that this Declaration of Restrictions and Covenants is made, adopted, published and declared this 15 day of August, 1998, by WESTMINSTER, L.L.C., hereinafter sometimes referred to as "owner";

W I T N E S S E T H:

WHEREAS, the undersigned is the owner of the real property in the County of Baldwin, Alabama described and shown on that certain plat of Westminster Gates, Unit One filed for record in the Baldwin County Probate Records in ~~Map Book 2004, Page~~ slide.

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

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

1. RESIDENTIAL USE ONLY: All lots in the subdivision shall be known and described as residential lots. No lot may be improved, used or occupied for other than private residence purposes, and no flat, duplex, apartment house, group apartment, or condominium, though intended for residence purposes, may be erected thereon.

2. Sidewalks - Upon the erection or the location of a building on any lot, and prior to its occupancy, or in any event upon eighty percent (80%) of the lots in the same subdivision unit being improved, a sidewalk shall be installed on such lot in accordance with the standards as set by the City of Baldwin. The location, dimensions and all features of such sidewalks shall also be subject to the prior written approval of the Architectural Committee. In the event a lot owner fails to construct a sidewalk, eighty percent (80%) of the lots in the same subdivision unit having been improved, after sixty (60) days notice to do so, the Developer may construct the same and shall be entitled to reimbursement for the funds so expended, together with interest thereon at the rate of twelve percent (12%) per annum, and such indebtedness shall constitute a lien and be enforceable at law in the same manner as may be then provided by statute for mortgage foreclosures.

3. There will be no exposed concrete blocks. All exposed windows and window units must be constructed of wood or such primed or finished metal as may be approved by the Architectural Committee.

4. Each property owner acknowledges that Baldwin County is subject to approximately 60 inches of rain per year, and hence this subdivision and each lot and other area therein is subject to heavy

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rainfall and the flow of surface water. As a result of such rainfall each owner or future owner of any lot acknowledges that the developer has complied with the subdivision requirements of Spanish Fort, including but not limited to streets, drainage, retention pond and utility requirements as evidenced by the acceptance of this subdivision by Baldwin County.

5. No lot shall be served with overhead electric service and no lot owner may erect power poles for such purpose.

6. ARCHITECTURAL COMMITTEE: No building shall be erected, placed or altered on any plot in this subdivision until the building plans and specifications (which must show the habitable area square footage as defined in Section 21 hereof and which must show the front elevations), and plot plan showing the locations of such building have been approved in writing (by separate letter or by a written notation on a set of said plans, specifications and plot plan, which approved set shall be retained by the builder or homeowner) as to conformity and harmony of external design with existing structures in the subdivision, as to location of the building with respect to topography and finished ground elevation, and as to compliance with all other requirements of these restrictions, by an Architectural Committee composed of George Irvine and William M. Lyon, or by a representative designated by the members of said committee. In the event of death or resignation of either member of said committee, the remaining member shall have full authority to appoint a successor member and to approve or disapprove such design and location, or to designate a representative with like authority.

7. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. If such plans and specifications are disapproved, written notice of such disapproval shall be given to the submitting lot owner in person or by U.S. Mail. Neither the members of such committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January, 2005. Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

8. In the event of disagreement between the Committee and any lot owner as to the propriety of its disapproval of any proposed plans and specifications, which disagreement shall be resolved at the request of either the Committee or the lot owner by a decision of three arbitrators, each of whom is a registered Architect in the County of Baldwin, Alabama, one of whom shall be appointed by the Committee, one by the lot owner, and the third by the concurrence of the two so appointed, and the decision of such board of arbitrators shall be binding upon the Committee and the lot owner.

9. BUILDING LOCATION: No building on any corner lot shall be located nearer than 25 feet to the lot line fronting any street, without the written approval of the Architectural Committee. No building shall be located on any other lot nearer than 35 feet to the front lot line, without the written approval of the Architectural Committee. No building shall be located nearer than 10 feet

to an interior lot line, except that a minimum 5 foot side yard and minimum 5 foot rear yard shall be required for a garage or other permitted accessory building located 100 feet or more from the minimum building setback line unless approved in writing by the Architectural Committee which may approve an 8 foot interior lot line setback on one side if there is at least 12 feet setback in the opposite side. No dwelling shall be located on any interior lot nearer than 10 feet to the rear lot line. For the purpose of this covenant, eaves, steps, open porches and chimneys shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. The building location must also comply with any applicable zoning ordinances unless a special exception is obtained from the appropriate governmental agency and approved by the Architectural Committee.

10. RESUBDIVISION, STREETS, OTHER USE: No lot or lots shall be re-subdivided without the prior written approval of the Developer. The Developer reserves the unrestricted right to re-subdivide any lot or group of lots in the subdivision. Except as hereinafter provided, no building or any part thereof, of any character, may be erected or maintained on any part of a lot which is subdivided subsequent to the date hereof. Where a lot is subdivided and all of its parts are combined with adjacent entire lots, a building may, with the approval of the Architectural Committee, be erected and maintained on each of the lots as so combined even though a portion of such building may be located on a part of such subdivided lot, but each resulting combined lot shall be subject to these restrictions as fully and completely as if shown on the subdivision plat as a single lot. Where a portion of a lot, which portion is less than ten percent (10%) of the total area of the lot, is conveyed to the owner of the lot adjacent to such portion, a building may, with the approval of the Architectural Committee, be erected and maintained on the remaining portion of such lot, which remaining portion of the lot shall be subject to these restrictions as fully and completely as if shown on the subdivision plat as a separate lot.

11. The Developer may utilize any lot, or part of a lot, as a means of ingress and egress to adjoining property or streets, and/or may dedicate the same as a public street. Such utilization of a lot shall not be deemed a non-residential use.

12. In the event the Developer constructs and/or dedicates a public street through a lot and excess property remains, the excess property shall, at the option of the Developer, accrue to the lot adjoining said excess property.

13. Except with prior written approval of the Developer: (a) No part of any lot may be dedicated as a public street, (b) No lot shall be used to give access (either vehicular or pedestrian) to property outside the boundaries of Westminster Gates, Unit One, and (c) No lot shall be combined with property outside the boundaries of Westminster Gates, Unit One.

14. OFFENSIVE ACTIVITIES, ETC.: No trade or business activity of any kind shall be carried on upon any lot, nor shall any noxious or offensive activity be done thereon which shall be or become an annoyance or nuisance to the neighborhood. No structure, including fences, shall be erected so as to channel water on an adjacent lot. No outside clothes lines shall be permitted in the subdivision unless screened in such manner as not to be visible from adjacent lots or streets.

15. NEATNESS, ETC.: All lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and in such manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon. In order to implement effective control of this, Owner

reserves for itself, its agents and the Architectural Committee the right, after ten (10) days notice to any lot owner, to enter upon any residential lot with such equipment and devices as may be necessary for the purpose of mowing, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of Owner or the Architectural Committee detracts from the overall beauty or safety of the Subdivision. Such entrance upon such property for such purposes shall be only between the hours of 7:00 A.M. and 6:00 P.M. and shall not be a trespass. Owner or the Architectural Committee may charge the lot owner a reasonable cost for such services together with interest at 12%, which charge shall constitute a lien upon such lot enforceable by appropriate proceedings at law in the same manner as may then be provided by statute for mortgage foreclosures, or in equity. The provisions of this paragraph shall not be construed as an obligation on the part of Owner or the Architectural Committee to mow, clear, cut or prune any lot nor to provide garbage or trash removal services.

16. TRAILERS, ETC.: No trailer, mobile home, basement, tent, shack, garage, barn, or other outbuilding erected on any lot shall at any time be used as residence, temporarily or permanently, nor shall any structures of a temporary character be used as a residence. House trailers, mobile homes, motor homes, campers and/or trailers may be kept on the premises only if kept either within a fully enclosed garage or under a carport not visible from any public street. No boat 25 feet in length, or larger, may be kept on the premises and all smaller boats must be kept on trailers in the rear yard not visible from any public street, or within a garage or carport not visible from any public street.

17. Any metal outbuilding must be concealed behind a privacy fence or hedge such that the metal outbuilding will not be visible from the public street or from the adjacent lots.

18. Any satellite dish must be concealed behind a privacy fence or hedge such that the satellite dish will not be visible from the public street or from the adjacent lots.

19. TYPE, SIZE OF BUILDINGS AND DURATION OF CONSTRUCTION: No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling, which shall be not more than two and one-half stories in height and shall have habitable area, exclusive of basements, open porches and garages, of at least TWO THOUSAND TWO HUNDRED (2,200) SQUARE FEET, with at least 1,100 feet on the ground floor if it be more than one story in height; provided, that a detached garage, servants' quarters or other outbuilding may be erected or permitted to remain upon any lot if the written approval of the Architectural Committee is first obtained.

20. All dwellings must contain a garage or carport suitable for two cars, which shall not have a flat roof. No garage or carport may open onto any street, except in the case of corner lots, and then only with the written approval of the Architectural Committee.

21. Any chimney must be constructed of brick, stone, masonry or faced with wood. Roofs shall have a minimum pitch of 6 inches in 12 inches, unless otherwise specifically approved in writing by the Architectural Committee. Mailboxes shall be approved in writing by the Architectural Committee.

22. It is understood that the Architectural committee shall give approval to one reasonably sized storage outbuilding to be located near the rear lot line, unless the circumstances indicate otherwise for the benefit of the entire subdivision.

23. CONSTRUCTION: In the event construction of any structure is commenced on any lot, then the exterior walls, to include windows, doors and exterior finish details, and the roof on such

structure shall be completed within one hundred twenty (120) days of the date site preparation for footings or other foundation is begun and the failure to accomplish such shall give the Developer the option to purchase the lot or lots upon which such activity has commenced for the amount of the original purchase price paid to Developer. The option granted hereby shall expire if not exercised by the time the required construction is in fact completed.

24. ENFORCEMENT: If any person or persons shall violate or attempt to violate any of the restrictions contained herein, it shall be lawful for any member of the Architectural Committee or any party 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 such restriction either to prevent him or them from so doing or to recover damages for such violation. If a lot owner is found to be in violation of these restrictive covenants, the violator shall be liable for all attorney fees and expenses of Westminster Gates, Unit One and/or the Architectural committee for the payment of which a lien shall attach to the lot or lots owned by such violator.

25. ANIMALS: Dogs, cats and other domesticated animals, not to exceed three, may be kept by each lot owner, provided they are not kept, bred or maintained for any commercial purpose or use and are not a nuisance, annoyance or danger to the neighborhood. No other animal of any type or fowl shall be kept or maintained on any part of said property.

26. GARBAGE DISPOSAL CONTAINERS AND EQUIPMENT: No lot shall be used as a dumping ground for rubbish, and all debris and trash from clearing or construction must be immediately removed. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean, sanitary condition.

27. MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon the surface of any lot, nor shall oil wells, tanks, tunnels mineral excavations or shafts be permitted upon or within 500 feet beneath the surface of any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

28. FENCES, WALLS, HEDGES AND ORNAMENTAL STRUCTURES: No hedge shall be located nearer the front property line of any lot than ten (10) feet to the rear of the front of the dwelling on such lot without the written approval of the Architectural Committee; and no fence, wall or ornamental structure, other than which is an integral part of the dwelling itself, shall be constructed upon any portion of any lot without the prior written approval of the Architectural Committee. All fences facing any public street must be made of brick, wood, faced with wood, or have the outward appearance of being made of wood.

29. SOD FRONT YARDS: Immediately after the construction of the initial dwelling on a lot, the front yards on such lot shall be fully grassed by the application of solid sod, and not sprigged or partially sodded.

30. SIGNS: No sign of any kind shall be displayed to public view on any lot except one professionally lettered sign not more than four square feet in size, which may advertise the property for sale or rent; except during the construction period, an additional sign may be erected by the builder and a security service sign shall also be allowed when applicable.

31. EASEMENTS: All easements shown on the recorded plat of the subdivision are hereby adopted as a part of these restrictions and all lots in the subdivision shall be subject to

such easements. The undersigned owner of the subdivision reserves unto itself and its successors and assigns the right and easement, but not the obligation, to construct, install, maintain, repair and replace power, gas, sewer, telephone, and other utility lines, equipment and facilities and drainage ditches, in, on, over and under the streets and roads and easements shown on the recorded plat of the subdivision, and to construct, install, operate, maintain, repair and replace lights, walls, fences, shrubbery, bushes and trees and other decorative or screening improvements in, on, over and under the property included within the areas designated as fences, drainage and/or utility easements, if any, with full right of ingress and egress to and from said streets and roads and easements across adjoining property; and the 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.

32. Each lot is expressly made subject to the servitude of an easement for the installation and maintenance of underground wires and cables to provide electric service to the improvements of each lot. The installation of the individual electric underground service shall be pursuant to the Alabama Power Company/Riviera's rules and regulations on file with the Alabama Public Service Commission relating to underground electric service in subdivisions, which are incorporated herein by reference. The agents, servants and employees of the Alabama Power Company/Riviera shall be afforded reasonable access to such underground installations for the purpose of maintenance and repair. No lot shall be served with overhead electric service, and no lot owner may erect power poles for such purpose, provided, however, that nothing herein shall be construed to prohibit overhead street lighting or ornamental yard lighting where serviced by underground wires and cables.

33. Each lot owner is notified herewith that (a) there shall be no plants, shrubs, fences, walls, or other obstructions in front of or within three (3) feet of the sides or rear of any pad-mounted equipment that will obstruct the operation or replacement of the equipment and that the Alabama Power Company/Riviera shall not be liable for any damages or destruction of any shrubs, trees, flowers, grass or other plants caused by the Company's equipment or employees or the equipment or employees of any contractor or subcontractor in the construction, operation, maintenance or removal of the Company's facilities; (b) to obtain the meter location from the Company prior to the beginning of the installation of the service entrance facilities and associated with internal wiring; (c) of their responsibility for installing the Company provided meter socket to Company specifications and providing and installing 2" for 200 amp or 3" for 400 amp schedule 40 PVC or equivalent galvanized conduit from the meter socket to two (2) feet below finished grade.

34. AMENDMENT OR MODIFICATION OR RESTRICTIONS: Any or all of the restrictions or requirements hereinbefore set forth may be annulled, amended, or modified at any time by an instrument executed by the owner or owners of not less than eighty percent (80%) 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 Baldwin County, Alabama, PROVIDED, that no amendment shall place an additional burden or restriction or requirement on any lot in said subdivision the owner of which does not join in said amending instrument.

35. Each owner or future owner of any lot in Westminster Gates, Unit One by the acceptance of a deed subject to these restrictions, does herewith concur, consent and agree that the Developer's compliance with such subdivision requirements constitutes the exercise of reasonable care.

36. 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 to abide by all terms and provisions of this instrument, all of which shall be and remain in full force and effect until January 1, 2015. After which time said restrictions shall automatically be extended for successive periods of ten 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.

37. No lot shall be conveyed, devised, or leased or demised at any time hereafter, except subject to the covenants, terms conditions, restrictions, and limitations herein contained, and the obligation to observe and perform the same; and whether or not it be so expressed in the deed an other instrument of conveyance of the property, the same shall be absolutely subject to the covenants, terms, conditions, restrictions and limitations herein contained, which shall run with and be appurtenant to the land and every part thereof, as fully as if expressly contained in proper and obligatory covenants or conditions, in each and every contract concerning, or conveyance of, any lot, any part of the subdivision or any improvements therein situate.

38. The Developer herein expressly reserves unto itself the sole and unilateral right to amend, modify, change, cancel or annul these covenants, limitations and restrictions in whole or in part, at any time during the pendency or term of the same as they now exist, or as they may be hereafter amended, modified, changed, canceled or annulled in accordance with the foregoing reservation of authority. Such action on the part of the Developer is to be evidenced by an instrument executed by a duly authorized officer or partner of Developer and recorded in the Office of the Judge of Probate, Baldwin County, Alabama.

39. It is expressly reserved and stipulated herein that such action as may be taken by Developer in accordance with the foregoing authority and power, may result in any, all or part of any covenant, restriction or limitation as existing or as may be amended or changed, being either more or less restrictive or burdensome than the foregoing covenants, restrictions or limitations contained herein.

40. No action on the part of the Developer taken in accord with the foregoing reserved authority shall place an additional restriction or limitation on a specific lot previously conveyed by the Developer, unless the then owner of the same shall join in the instrument, affecting the same, or shall execute such other instrument as will properly evidence his consent. It is further stipulated and reserved herein that the Developer may at any time waive any, all or part of the covenants, restrictions or limitations as set forth herein.

41. The Developer declares that upon the completion of Westminster Gates, Unit One, and the sale of all lots therein, or at such earlier time as it may consider practicable, it will designate the Westminster Homeowners Association, Inc., as its successor in authority with respect to all rights herein granted or reserved to it or to the Architectural Control Committee.

42. VIOLATIONS: Any violation 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 violation, refusal of any lot owners to comply with any of the provisions hereof, or the failure or refusal of the Developer to enforce any of the provisions hereof against any lot owner.

43. If the parties hereto, or any of them, or any of their

heirs, executors, administrators or assigns, or any such future owner or owners of any lot or lots within the existing property or any of their heirs, executors, administrators or assigns, shall violate or attempt to violate any of the covenants, terms, conditions, restrictions and/or limitations herein contained, it shall then be lawful for the Developer, and/or 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 from so doing, or to recover damages for such violations or attempted violations. Neither the Developer, or its employees, agents or assigns, or any of its partners or their representative, hers, personal representatives, successors and assigns (jointly referred to as Developer) shall be liable to any lot owner or lot owners in this or future units for the (1) manner in which the Developer exercises, or for its failure or refusal to exercise, any right of authority herein granted to the Developer whether discretionary or not; (2) for the failure or refusal of any lot owners to comply with any of the provisions hereof; or (3) the failure or refusal of the Developer to enforce any of the provisions hereof against any lot owner.

HOMEOWNERS ASSOCIATION

44. A homeowners association has been formed, (hereinafter "Association") which will hold title to and shall be responsible for and maintain the entrance wall and all common easements and areas including all retention ponds and/or storm water detention systems and drainage systems or ditches constructed in the first, and in future units of this subdivision developed by Westminster, L.L.C. or its successors, assignee or transferee. The name of the Association is the Westminster Homeowners Association, Inc. and the Association shall, among other things, maintain, service and repair these facilities.

45. The Association shall be responsible for maintaining all streets in the subdivision and all utilities serving the subdivision to the extent that the same are not maintained by the county or a unit of local government in which the subdivision is located or, in the case of utilities, by the public utility company or cooperative furnishing such utilities, including, without limitation, all utility trench maintenance, including settling and washouts, and the street lights and supporting structures.

46. A subdivision developed in the future shall be deemed a unit of Westminster Gates if its name designates it to be such, and/or it is developed pursuant to a common plan, by or with the approval of the Developer, and all lot owners thereof shall be members of the Association. The owners of lots in each unit of Westminster Gates shall be entitled to the benefits or the common areas and facilities in all such units. Each owner of any lot shall, by acceptance of the deed thereto, automatically shall become a member of the Association and thereby subject to its rules and regulations.

47. Each year the Association shall estimate the cost of the maintenance and operation of the drainage facility, entrance, decorative fencing or walls and common areas together with such other expenses as it deems necessary for current operations. Such estimate shall be deemed the Annual General Assessment.

48. From time to time, the Association may determine the cost of necessary capital improvements, major repairs, and necessary expenses not provided for in the Annual General Assessment. Such costs shall be deemed a Special Assessment.

49. Each lot of the said subdivision whether improved or unimproved shall be assessed its pro rata share of the Annual General Assessment and any Special Assessment. Developer shall not be liable for any assessment hereunder as long as the developer is

an owner of any lot herein.

50. By a vote of two-thirds (2/3rds) of the Directors, the Board of Directors of the Association shall fix the annual lot assessment, for the forthcoming calendar year on or before the fifteenth of September. The annual assessment must be in an amount sufficient to enable the Association to meet its obligations and to maintain the common areas and facilities as provided above. The annual assessment, for the forthcoming calendar year shall become due and payable on, and shall constitute a lien as of, the first day of October of each year. The assessment shall be in default if not paid by the thirty-first day of December. The Board, may in its sole discretion extend the time of payment of any assessment, provide for the collection of the same in quarterly or monthly installments, or forgive or forego the collection of the same for good cause.

51. The lien for unpaid assessments shall be effective from and after the time of recording in the Records of the Office of the Judge of Probate, Baldwin County, Alabama, a claim of lien stating the lot number, the name of the record owner, the amount due and the date when due. Such claim of lien shall include only sums which are due and payable when the claim of lien is recorded and shall be signed and verified by an officer or agent of the association.

52. Upon full payment of all sums secured by the lien, the party making payment shall be entitled to a recordable satisfaction of lien. All such liens shall be subordinate to any lien for taxes, the lien of any mortgage of record and any other lien recorded prior to the time of recording of the claim of lien filed by the Association.

53. Upon any voluntary conveyance of a lot, the grantor and grantee of such lot shall be jointly and severally liable to the Association for all unpaid assessments and/or costs which have been incurred and which are not then but subsequently become, in whole or in part an assessment accruing up to the date of such conveyance, without prejudice to the right of the grantee to recover from the grantor any such amounts.

54. Any lot owner, prospective purchaser of a lot, or holder of a mortgage or other lien on any lot may, at any time, obtain from the Association a certificate showing the amount of unpaid assessments pertaining to such lot. The Association shall provide such certificate within ten (10) days after request therefor. Any person, other than the lot owner at the time of issuance of any such certificate, may rely upon such certificate, and his liability for unpaid assessments shall be limited to the amounts set forth in such certificate.

55. Any entity, its successors and assigns, obtaining title to a lot as a result of foreclosure of a first mortgage or vendor's lien shall not be fully liable for assessments which became due prior to the foreclosure. Such unpaid share of assessments shall be deemed an expense of the Association to be collected as part of a future Special Assessment from all the remaining lot owners, including such acquirer, his successors or assigns.

56. An unpaid assessment shall constitute a personal liability of a lot owner or owners. The lien for an unpaid assessment shall not survive a sale or defeasance of the property, i.e. shall not be effective as either a liability or lien against a purchaser or mortgagee, unless and except a notice of lien has been filed in the records of the Judge of Probate, Baldwin County, Alabama, prior to defeasance or sale.

57. And all such assessments, together with interest thereon and the costs of collection thereof, including a reasonable attorney fee as hereinafter provided, shall be a charge and lien on

each lot and shall be continuing lien on the lot against which each such assessment is made. Each such assessment, together with interest thereon and the costs of collection thereof, including a reasonable attorney fee, shall, as hereinafter provided, be the personal obligation of the owner of such property at the time that such assessment became due.

58. The Association may bring an action at law against the owner personally or may foreclose the lien created by the terms of this document in accordance with the statutory provisions of the laws of the State of Alabama then in effect for the foreclosure of mortgages. Proceeding against the owner personally shall not be deemed a waiver of the right to foreclose the lien. No owner may escape liability for assessments provided for herein by the abandonment or transfer of such owner's lot.

59. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at twelve per cent (12%) per annum, or such different percentage rate as may be established by resolution of the Board of Directors, with notice of such change to be given to each lot owner in a manner to be designated by said Board, provided, however, that such interest rate may not exceed the maximum annual interest rate allowed by the laws of the State of Alabama at the time that such assessment becomes due, and shall be uniformly applied to all lot owners. The Association may bring an action at law against the owner or owners for the enforcement of the lien against the property by the terms of this document, in accordance with the statutory provisions of the laws of the State of Alabama then in effect for the foreclosure of mortgages. A money judgment for unpaid assessments may be taken without waiving the lien securing the same.

60. The captions preceding the various paragraphs and subparagraphs of these Restrictions are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions.

61. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or neuter.

IN WITNESS WHEREOF, Westminster, L.L.C. has caused this instrument to be executed in its name and on its behalf by its general partner Better Houses, Inc., by and through its officer thereunto duly authorized, with its corporate seal hereunto affixed on the date set out in the acknowledgment below.

WESTMINSTER, L.L.C.

By: BETTER HOUSES, INC.
Its General Partner

By: William M. Lyon
Its President



STATE OF ALABAMA)
COUNTY OF

I, the undersigned notary public in and for said state and county, hereby certify that William M. Lyon as President of Better Houses, Inc. general partner of Westminster, L.L.C., whose name 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 executed the same voluntarily on

the day the same bears date.

Given under my hand and notarial seal on this the 15 day
of August, 1998.

Patsy J. Jett

Notary Public

My commission expires

Commission Expires
August 4, 2002

This instrument prepared by:

William M. Lyon, Jr., Esquire
McFadden, Lyon & Rouse, L.L.C.
718 Downtowner Blvd.
Mobile, Alabama 36609
(334) 342-9172

State of Alabama, Baldwin County
I certify this instrument was filed
and taxes collected on:

2000 October - 9 11:59AM

Instrument Number 566216 Pages 11
Recording 33.00 Mortgage
Deed Min Tax
Index DP 1.00
Archive 3.00
Adrian T. Johns, Judge of Probate