

STATE OF ALABAMA

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:

SHELBY COUNTY

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DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, the Undersigned, James R. Gardner, is the owner of all of the following described property:

Lot(s) 1, 2, 4, and 5 according to the survey of Bear Creek Ridge in Map Book 22 Page 44, recorded in the office of the Judge of Probate, Shelby County, Alabama.

WHEREAS, the Undersigned desires to subject each of the aforementioned lot(s) to the conditions, limitations and restrictions hereinafter set forth.

NOW, THEREFORE, the Undersigned does hereby expressly adopt the following Protective Covenants, conditions and limitations for Lot(s) 1, 2, 4 and 5, only, of the aforementioned said subdivision, to-wit:

That each of the aforementioned lot(s) located in said subdivision shall be and the same are hereby subject to the following conditions, limitations and restrictions.

I. Exclusive Residential Use and Improvements.

A. All of the aforementioned lots shall be known and described as residential lots and shall be used for residential purposes (see clause "J" below for description of the only two (2) exceptions to this restricted use). One residence per lot with the only exceptions being a guest house, detached garage, workshop, and/or barn, containing no more than one-half (½) of the amount of heated living area of the main residence or two thousand (2000) square feet, whichever is larger. All building setback limitations mentioned throughout these Protective Covenants shall be the same for all structures built on any of the aforementioned lots including, but not limited to, any and/or all of the aforementioned types of improvements. Should any lot be subdivided, then each of the lots existing or created shall be restricted to these same limitations. *(All plans and/or improvements must be approved by Undersigned or Architectural Control Committee prior to beginning any work.)*

B. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than detached residential family dwellings (not to exceed three stories, including the basement as a story), and a guest house, detached private garage, a barn or stable and other outbuildings incidental to and necessary for property residential use of the lot. Any and/or all structures must follow size restrictions stated in clause "A" above.

C. Undersigned, his heirs, and/or their assigns, shall be permitted to construct and maintain, a structure and related facilities designed and used as a sales center for the marketing of real estate including, but not limited to, the lots subject to these covenants and adjoining land and improvements thereon owned by the undersigned and/or their assigns.

D. No building shall be located on any lot nearer to the front lot line than forty feet (40') on any lot. No building shall be located nearer to any side street line than thirty-five feet (35') for any lot. No improvement(s) on any lot shall be located nearer than thirty feet (30') to any interior side property line (of which shall include a natural undisturbed buffer-zone of twenty feet (20') for lots adjacent to any interior property lot line(s) with the same restrictions, exclusions, and penalties as stated in clause "D-1" below concerning the thirty-five foot (35') natural buffer-zone adjoining Highway 43) - *see clause "G" below concerning exception to this setback requirements.* No building shall be located on any lot nearer than thirty feet (30') to any interior

rear lot line(s) or fifteen feet (15') to any exterior rear lot line(s). For the purpose of these Protective Covenants eaves, steps, and open decks or terraces shall not be considered as 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.

D-1.) Natural Undisturbed Buffer-Zone Setback Line Area - There shall be a thirty-five foot (35') setback line on all lots from the right-of-way for County Highway #43; from this setback line to Highway 43 will be a designated (natural undisturbed buffer-zone) easement on which no trees larger than three inches (3") in diameter shall be disturbed. Anyone in violation of damaging and/or removing any trees from this area shall be required to replant trees of the same species and size as those they disturbed and pay a sum of five hundred dollars (\$500.00)* for any tree three inches (3") to five inches (5") in diameter and a sum of one thousand dollars (\$1000.00)* for any tree over five inches (5") in diameter - all measurements of diameter are measured at a point twelve inches (12") above average natural grade level - *as liquidated damages (maximum liquidated damages shall not exceed ten thousand dollars (\$10,000.00)* for any lot), payable to the Undersigned, his successor(s), and/or assigns, at Undersigned's sole discretion. (Any court costs and/or reasonable attorney fee(s) to prosecute shall be paid by the defendant should defendant lose the case.) The only five (5) exceptions to this paragraph shall be: 1.) any trees or plant-life which must be removed along Highway 43 for safety purposes relating to improving traffic visibility immediately adjoining Highway 43, as required by State, County, or City Highway Department(s) officials, 2.) any dead or diseased trees trimmed, cut, or removed and/or any tree(s) trimmed, cut, or removed for the purpose of installing a fence(s) shall be permitted only if written consent is obtained from Undersigned, his heirs, and/or assigns prior to beginning any tree trimming, cutting, or removal, 3.) for the maintaining and/or installation of utilities along utility easements, 4.) for the purpose of Undersigned, his heirs, assigns and/or successor(s) to construct, maintain, widen, relocate and/or otherwise improve the Private Driveway/Access Easement (or a County roadway) which services the lots in this subdivision or in the event a new County maintained road is built to service the lots in this subdivision. Any such altering of said Private Driveway/Access Easement and/or the associated expense(s) of such altering of said Private Driveway/Access Easement (see "II. General Requirements clause 'N'" below for description of this Easement) shall be at Undersigned's, his heirs', assigns', and/or successors' sole discretion but in no way shall be required of Undersigned, his heirs, assigns, and/or successors, and 5.) See clause "G" below.

Any allowed cutting and/or clearing of trees within one hundred feet (100') of any property line must include the removal of any and all tree stump(s) or the stump(s) shall be ground down (to a level below the surrounding ground level and covered with dirt and ground cover so as to not be visible and in order to maintain the natural look of the area).

E. Each main structure of a residential building, *exclusive of open porches, decks, garages and basements* shall meet the following size restrictions: All residential dwellings shall contain not less than one thousand and eight hundred (1800) square feet of finished and heated living area.

F. No more than one single-family unit shall occupy any dwelling house. The only exception to this shall be parents of the Lot Owner(s) and/or children of Lot Owner(s), their spouses and children and only so long as none of these extended single-family units cause any Lot Owner(s) within this subdivision loss of full enjoyment of their Lot(s). Should the existence of more than one single-family unit create any problems for any other Lot Owner(s) within this subdivision then Undersigned, his heirs, and/or assigns, at their sole discretion, retain the right to require that any and/or all Lot Owner(s), and all Lot Owner(s) hereby agree, comply with the aforementioned requirement of one single-family unit occupying per dwelling, within thirty (30) days of being given such notice. Should Lot Owner(s) not comply within thirty (30) days of being given such notice, then Undersigned, his heirs, and/or assigns, at their sole discretion, shall have the right to collect one thousand dollars (\$1,000.00) per month from said Lot Owner(s) until such time as Lot Owner(s) fully comply with the one single-family unit per dwelling requirement.

G. Any subdividing of any lot must receive proper County and/or City approvals prior to subdividing. All of the restrictions and covenants mentioned in this instrument shall be binding upon all lots within any subdivided lot(s). Should any of the adjacent lots be owned by the same owner, then said owner may build on the

Should any of the adjacent lots be owned by the same owner, then said owner may build on the property line which separates that owner's adjacent lots, without regard to building setback lines or natural undisturbed buffer-zone areas along that property line. All setback and natural undisturbed buffer-zone areas will still apply to all property lines adjacent to any property that said owner does not own.

H. All buildings constructed within this subdivision shall be approved by Undersigned, his heirs, and/or assigns prior to beginning any construction. The approval by Undersigned, his heirs, and/or assigns of any particular building materials shall be on a case-by-case basis. Approval for the construction of any building or a portion thereof, any improvement(s), building design, or the use of any particular material(s), shall in no way be deemed acceptance, that this type of construction, material, and/or design will be allowed on any other home or building within this Subdivision.

I. Fences shall be permitted on property lines (within setback areas) provided that Undersigned, his heirs, and/or assigns gives written consent, prior to beginning construction, for the style and color of fence to be built and the number of trees larger than eight inches (8") in diameter to be cut. All fences within one hundred feet (100') of a front or interior lot line must be constructed of wood (or concrete block with brick or stone veneer) with color and/or style to be approved by Undersigned, his heirs, and/or assigns. Chain-link fence is allowed along back or rear property line(s) so long as all fencing and post(s) are vinyl coated either black or dark green.

J. Exemptions from Residential Use of Lot(s): 1.) As permitted according to Article/Clause "C" above. 2.) Business use of a residence is limited to one room of a home and only if there is minimal visitation (as determined at the sole discretion of the Undersigned, his heirs, and/or assigns) by customers as a part of operating the business from the home. 3.) Lot Owner(s) may rent their lot(s) or residences so long as this activity does not adversely affect the adjoining neighbors or neighborhood. *(Using any of the restricted lot(s) described within the beginning of these Protective Covenants for either of these purposes, shall only be allowed so long as the activities are not detrimental to the enjoyment of privacy and quietness - of adjacent Lot Owner(s), and/or the Undersigned - that would be characteristic of a typical strictly owner occupied single-family residence(s) neighborhood).* The sole purpose of these exclusions for limited business and rental purposes is for allowing Lot Owner(s) the privilege of various uses of their respective lot(s) so long as these activities do not adversely affect or interfere with Undersigned, his heirs, and/or assigns, or any other Lot Owner(s) whose Lot(s) are mentioned within these Protective Covenants, but yet allows businesses activities which are mainly low keyed and are non-obtrusive as to the peace and quiet of the neighborhood.

K. All mailboxes shall be constructed of brick and/or stone veneer (unless written consent is received from Undersigned, his heirs, and/or assigns) in a color and of a design to be approved by Undersigned, his heirs, and/or assigns prior to its construction.

L. Mercury vapor lights and/or other outside lights other than those attached to the residential structure shall be permitted only with the prior written consent of the Undersigned and/or the Architectural Control Committee (see section III. Architectural Control Committee and Plan Approval).

M. All driveways shall be constructed with either concrete or asphalt unless written consent is obtained from the Undersigned, his heirs, and/or assigns.

II. General Requirements.

A. It shall be the responsibility of each Lot Owner to prevent the development or occurrence of any unclean, unsightly or unkept conditions of buildings or grounds on such lot which shall tend to decrease the beauty of the specific area or of the neighborhood as a whole.

B. No refuse pile or unsightly objects shall be allowed to be placed or suffered

(after ten (10) days notice to the Owner(s)) to enter any residential lot during normal working hours for the purpose of removing, cleaning or cutting underbrush, or other unsightly growth and trash which, in the sole opinion of the Undersigned, detracts from the overall beauty and safety of the subdivision and may charge the Lot Owner(s) of said lot a reasonable cost for such services, which charge shall constitute a lien upon such lot enforceable by appropriate proceedings at law or equity. This provision shall not apply to the Undersigned or their assigns during the sales and development period, such sales period to extend until the last lot is sold by the Undersigned. The provisions of this paragraph shall not be construed as an obligation on the part of Undersigned to remove, clean or cut underbrush, or the unsightly growth and/or provide refuse or trash removal services.

C. No animals, livestock, or poultry of any kind shall be raised, bred or kept for commercial purposes on any lot. Dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes. Horses/cattle are permissible provided they are for recreational purposes only and are limited to one horse or cow for every one and one-half (1 ½) acres.

D. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

E. No trash, garbage or other refuse shall be dumped, stored or accumulated on any lot. Trash, garbage or other waste shall not be kept on any lot except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be placed so as to be screened by shrubbery or other appropriate material approved in writing by the Undersigned, his heirs, and/or assigns. No garbage, trash, or other waste (or containers holding any such items), shall be visible from any road within sight distance of another lot at any time except within twenty-four (24) hours of refuse collection.

F. No structure of a temporary character, or trailer, basement, tent or shack shall be used at any time as a residence, either temporarily or permanently. There shall be no occupancy of any dwelling until the interior and exterior of the dwelling is complete and a certificate of completion is issued by proper Shelby County officials, or other satisfactory evidence of completion is received by and approved by the proper Shelby County officials.

G. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than six (6) square feet advertising property for sale or rent, signs used by a builder to advertise the property during the construction and sales period or an entrance sign located off Highway 43 displaying the name of the Subdivision(s). All signs shall comply with design specifications of the Architectural Control Committee (see below for Architectural Control Committee description). No signs shall be nailed to trees. This provision shall not apply to the Undersigned, his heirs, and/or assigns.

H. When the construction of any residence is once begun, work thereon is to be pursued diligently and continuously and must be completed within twelve (12) months. Any construction not completed within twelve (12) months, from the date of breaking ground on construction, shall be in violation of these Protective Covenants and thus the Lot Owner(s) shall be required to pay punitive damages to Undersigned, his heirs, assigns, and/or successor(s) the sum of one thousand dollars (\$1000.00) per month, not to exceed twenty thousand dollars (\$20,000.00) as total compensation. For construction to be considered complete, a certificate of completion with the right to occupy is required from proper County building inspector(s). Undersigned, at Undersigned's sole discretion, retains the right to extend the above mentioned twelve (12) month construction period for an additional six (6) months in cases of hardship but Undersigned's agreement to do so must be in writing prior to the end of the original twelve (12) month period deadline.

I. Carports and Garage doors will not be permitted on the front of homes.

J. Outside air conditioning units may not be located in the front yard, only on the side or rear as required.

K. No plumbing vent or heating vent shall be placed on the front of house, only on the side or rear as required.

L. No motor vehicles, man-made object(s), or offensive object(s) (as determined by Undersigned, his heirs, and/or his assigns, at Undersigned's, his heirs', and/or his assigns' sole discretion) shall be allowed to be kept or stored within any of the aforementioned setback areas along any of the property lines or within visibility of an adjacent residence or from any street. The aforementioned items in the previous sentence include but are not limited to: motor homes, boats, butler (metal or corrugated metal) buildings, building materials, satellite dish(s), propane or any other type storage tanks, and non-working vehicles of any type. Any and all of these must be no closer to any interior property line than fifty feet (50') and must be completely screened off from view of any adjoining Lot Owner(s) by way of perennial evergreen shrubs, bushes, trees or building materials of size, quality, and quantity acceptable to the sole discretion of the Undersigned, his heirs, and/or assigns. Any Lot Owner(s) in violation of this Clause (Clause "L") shall pay a penalty of \$100.00 per month to Undersigned, his heirs, and/or assigns until Clause "L" is fully complied with.

M. Existing drainage shall not be altered in any manner, and specifically shall not be altered in such a manner as to divert the flow of water onto an adjacent lot or lot(s). (Undersigned, his heirs, and/or assigns retain the right, but shall not be required, to enter any of the aforementioned lots for the purpose of adding to and/or modifying the existing drainage areas or patterns as Undersigned, his heirs, and/or assigns deem(s) is necessary - at their sole discretion -to improve runoff water and/or to direct water under additional roads or with regards to developing future lots.) It shall be the sole responsibility of the Lot Owner(s), their heirs, and/or successor(s) to provide and maintain adequate drainage away from any building site(s). *Each Lot Owner(s) hereby agree(s) that upon purchasing any lot(s) in Bear Creek Ridge Subdivision, they accept any and/or all lot(s) drainage, (including but not limited to design, run-off patterns, condition, characteristics, and all other related surface and/or subsurface drainage concerns) as Undersigned has prepared it in its "as is" condition and thus release and agree to hold harmless Undersigned, his heirs, assigns, and/or successor(s) from any defect(s) or future responsibilities whatsoever concerning any of the aforementioned.*

N. **Easements and Right-of-Ways (Ingress, Egress, and Utilities):** There shall be a Private Driveway/Access Easement (see Bear Creek Ridge Subdivision survey) which services all lots within this subdivision. All lots within Bear Creek Ridge Subdivision must be entered from aforementioned Private Driveway/Access Easement (no direct access from Highway 43 is permitted). Undersigned, his heirs, and/or assigns reserves the right to convert Private Driveway/Access Easement to a County maintained roadway, at any time and without the approval of any Lot Owner(s), if County will agree to accept roadway in its then current condition. Under no circumstances shall any Lot Owner(s), except Undersigned, his heirs, and/or assigns, have any right(s) to give, assign, or otherwise allow access and/or sell a right-of-way for any purpose whatsoever (including but not limited to: easement(s), ingress or egress, or any other type of access) to any land and/or land owner(s) through any Lot(s) mentioned anywhere within these covenants or adjoining this subdivision.

Undersigned, his heirs, and/or assigns hereby retain(s) the following rights and/or easements:

- 1.) the right to limit access location of each individual driveway accessing aforementioned Private Driveway/Access Easement.
- 2.) all lots, existing and those which may be created by further subdividing any lot(s), shall have a fifteen foot (15') easement for utilities along all property lines to service all other lots within the subdivision, including but not limited to Lot #3 which is not restricted by these covenants.
- 3.) a thirty foot (30') wide by one hundred and fifty-five feet (155') long easement on Lot #2 from Highway 43 running north parallel to the easternmost property line for Lot #1.
a thirty foot (30') wide by two hundred feet (200') long easement on Lot #4 from Highway 43 running north parallel to the easternmost property line for Lot #5.

Both of these easements shall be for the purpose of ingress and egress to Lots #1 and #5 and for installing and maintaining utilities within this subdivision. In the event that the Private Driveway giving access to all lots within this subdivision is to become a County maintained road, then Undersigned, his heirs, and/or assigns hereby reserves the right to purchase the (Lot #2 - 30' x 155' and Lot #4 - 30' x 200') strips of property, respectively, for the purpose of dedicating the property either to the owners of Lots #1 and #5 or to the County for the purpose of giving Lots #1 and #5 access to that proposed County maintained road. All present and/or future Owner(s), of either Lot #2 or Lot #4 hereby agree, and are bound, to sell the property described in aforementioned easements to Undersigned, his heirs, and/or assigns for the sum of ten dollars (\$10), upon the notification in writing of Undersigned, his heirs, and/or assigns intent to proceed with constructing or turning over the roadway to the County. If a survey should be required then that shall be performed at the expense of the Undersigned, his heirs, and/or assigns.

- 4.) temporary and/or permanent subdivision sign(s) easement within Private Driveway/Access Easement and/or thirty-five foot (35') setback easement along Highway 43.
- 5.) There shall be a fifty feet (50') utilities easement along the back property line of lot #1, and that portion of lot #2 which borders the section line on the perimeter of this subdivision, to service all lots within this subdivision.

Each of Lot Owner(s) within Bear Creek Ridge Subdivision (initially five (5) lots total) shall be responsible for one fifth (1/5) of the expense of maintaining the entire existing Private Driveway/Access Easement common driveway (asphalt pavement area) - from Highway 43 for a distance of five hundred and fifty feet (550') north of the northernmost right-of-way boundary of Highway 43. Should any lots be further subdivided, then each current Lot Owner's liability shall decrease to the extent that all existing and newly created lots shall be prorated equally, as to the maintenance expense responsibilities.

Private Driveway/Access Easement asphalt pavement area will have a width of between eighteen feet (18') minimum to twenty-two feet (22') maximum and a length of five hundred and fifty feet (550') long upon its completion. Water main supply line shall run from the south side of Highway 43 where it intersects with the Sterrett/Vandiver Water Authority trunk line and then North (within Private Driveway/Access Easement described herein) for a distance of five hundred and fifty (550') feet North of Highway 43.

All Lot Owner(s) are shall be required to participate in maintenance cost(s) of Private Driveway/Access Easement, asphalt pavement area, and water main supply line according to the width and length dimensions described herein. Maintenance and/or repair fees of one hundred dollars (\$100.00) shall be assessed per lot per year and used for Private Driveway/Access Easement, asphalt pavement area, and/or water main supply line (water main supply line servicing subdivision and its common areas only-within Private Driveway/Access Easement) repairs or maintenance. This fee shall be paid to an interest bearing account established on or before October 1, 1997. This fee shall be limited to a maximum of once per year and used only when needed as determined by written consent of at least sixty percent (60%) of all existing Lot Owners, with one vote per lot. This Maintenance and/or repair fee shall be payable October 1st of each year starting October 1, 1997 and shall continue to be due and payable every October 1st thereafter. A petition signed by a minimum of sixty percent (60%) of all lot owners in Bear Creek Ridge subdivision - with one vote per lot - shall be required to cancel or otherwise make any changes regarding this fee or this fee structure.

Assessed maintenance fees exceeding one hundred dollars (\$100.00) per lot shall require written consent of at least eighty percent (80%) of all Lot Owner(s); each lot shall have only one vote (this includes any additionally created lots formed by subdividing any lot(s) and such lot(s) must be approved and recorded with the Judge of Probate Office in Shelby County). Upon written consent of the required percentage of Lot Owners, should any Lot Owner(s) not pay their required assessed amount, then a lien shall be place against their lot for the amount owed plus a thirteen percent (13%) (simple interest) per year penalty until all balances due are paid in full. Should attorneys and/or court cost(s) be necessary, then Lot Owner(s) in arrears shall pay all reasonable court cost(s) and attorney(s) fees to collect required maintenance fees.

Each and every Lot Owner(s) and future Lot Owner(s), in accepting a deed or contract for any lot or lots in this Subdivision, whether from Undersigned or a subsequent owner of such lot, agrees to indemnify and reimburse Undersigned, his heirs, and/or assigns, as the case may be, for any damage caused by such Lot Owner(s), or their contractor, agent, or employees of such Lot Owner(s), to roads, streets, or other aspects of Private Driveway/Access Easement common roadway easement. Payment shall be due and payable immediately and failure to pay for repairing road or reimbursing Undersigned, his heirs, and/or assigns, upon receiving notice, that Lot Owner(s) shall be liable for interest on repair/damage expenses at an interest rate of thirteen percent (13%) (simple interest) per year until all balances due are paid in full.

ANY AND ALL UTILITIES AND/OR INGRESS AND EGRESS EASEMENTS MENTIONED IN THESE PROTECTIVE COVENANTS SHALL PROVIDE FOR AND ALLOW FOR THE REMOVAL OF TREES, THE ESTABLISHMENT AND MAINTENANCE OF ROADWAY(S), DRIVEWAY(S), AND CLEARING OF UTILITIES RIGHT-OF-WAYS AS REQUIRED FOR USE OF THE SPECIFIC EASEMENTS STATED IN THESE PROTECTIVE COVENANTS (*including within the aforementioned natural undisturbed buffer-zone along property line(s)*). THE REMOVAL OF ANY TREE OR TREES WITHIN THE NATURAL BUFFER-ZONE AREAS SHALL BE PERMITTED WITHOUT PENALTY SO LONG AS WRITTEN APPROVAL FROM UNDERSIGNED, HIS HEIRS, SUCCESSOR(S) AND/OR ASSIGNS IS OBTAINED PRIOR TO ANY REMOVAL OF ANY TREE(S) AND REMOVAL IS NECESSARY TO ALLOW FOR THE EASEMENT AND/OR RIGHT-OF-WAY BENEFICIARY TO ENJOY ITS USE.

[Interior lot lines referred to in the above Protective Covenants are those property lines which adjoin any other lot(s) within Bear Creek Ridge Subdivision. Exterior and/or rear lot lines are any other property lines which do not front on a County maintained roadway or the Private Driveway/Access Easement used for ingress and egress to any lot in Bear Creek Ridge Subdivision. When used throughout this instrument, the word lot refers to one (1) lot and the use of the word lot(s) refers to one (1) and/or more than one (1) lot. Front lot line refers to any lot line which faces the Private Driveway/Access Easement.]

For voting purposes concerning any clause(s) within these Protective Covenants, (and/or changes to any clause(s) herein), in particular relating to, but not limited to, any maintenance fee(s) of Private Driveway/Access Easement, asphalt pavement area, and/or water main supply line - each lot within Bear Creek Ridge (including Lot #3) shall have only one vote per lot regardless of the number of owners who have an interest in any one lot. Anyone owning more than one lot shall have one vote for each lot they own.

THERE SHALL BE A FEE OF TWENTY-FIVE DOLLARS (\$25.00) PER DIEM, PER VIOLATION, WHERE NO SPECIFIC FEES HAVE BEEN SET AS PENALTIES FOR VIOLATIONS OF ANY OF THE AFOREMENTIONED PROTECTIVE COVENANTS. THIS FEE SHALL BE PAID TO UNDERSIGNED, HIS HEIRS, AND/OR ASSIGNS UNTIL SUCH TIME AS LOT OWNER(S) ARE NO LONGER IN VIOLATION. ANY COURT COSTS AND/OR ATTORNEY FEES TO CAUSE COMPLIANCE, ARE IN ADDITION TO THIS PENALTY FEE AND SHALL BE PAID BY ANY LOT OWNER(S) WHO ARE FOUND TO BE IN VIOLATION OF ANY OF THESE PROTECTIVE COVENANTS.

III. Architectural Control Committee and Plan Approval

A. The Architectural Control Committee (the "Committee") is composed of James R. Gardner. Current Committee member(s) reserve the right to designate a successor(s) at anytime. Neither the member(s) of the Committee, nor its designated representative(s), shall be entitled to any compensation for services performed pursuant to this covenant.

B. All plans for any structure or improvement whatsoever to be erected on or moved upon any lot, and the proposed location thereof on any lot or lots, the exterior

construction material, the roofs, and any later changes or additions to the exterior of the building on any lot after initial approval thereof shall be subject to and require the approval in writing of the Committee before any work is commenced. Construction may not be started before receipt of a signed Letter of Approval from the Committee, a copy of which must be signed by the Builder, or Lot Owner(s), and returned to the Committee for retention.

C. Any remodeling, reconstruction, alterations or additions to the interior of an existing residence shall not require the written approval of the Committee, but shall comply with all restrictions and covenants.

D. One set of prints of the drawings (herein referred to as "plans"), for each house or other structure proposed to be constructed on each lot shall be submitted for review and approval or disapproval by the Committee. The plans submitted to the Committee shall be retained by the Committee. Said plans should be delivered to, and receipt of delivery obtained, the office of World Properties Realty Company, 2820 Columbiana Road, Suite 210, Birmingham, AL 35216, at least ten (10) days prior to the beginning of construction. Acknowledgment of delivery of plans to World Properties must be given to Lot Owner(s), upon delivery, by Undersigned or office receptionist. Receipt should be signed and dated. All plans must include the following:

(1) An accurately drawn and dimensional plot plan showing all building setbacks, easements, driveways and walks.

(2) Foundation plan, floor plan, exterior elevations of building above finished grade as they will actually appear after all back filling and landscaping is complete. (The back filling sketch may be drawn by builder).

(3) All plans must include summary specifications or a list of proposed materials and exterior color selections. Samples of exterior material which cannot be adequately described on the plans or materials with which the Committee is unfamiliar must be submitted with the plans.

(4) Only upon the submission of all reasonably requested plans in the manner set forth above shall the Committee be deemed to have received the plans for the purposes of Section E hereof.

E. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative(s), fail to approve or disapprove submitted plans and specifications which have been submitted to it, within ten (10) business days after receipt of same, then such plans and specifications shall be deemed to have been approved by the Committee.

F. These provisions shall not be construed to any way relieve any Lot Owner(s) from obtaining a building permit or other authorization to construct a house from Shelby County Building Inspector and all such houses and other structures shall comply with all codes of the Shelby County Building Inspection Department or any other regulatory governmental official(s) which has jurisdiction over such matters.

G. Neither the Committee, nor any architect nor agent thereof, shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications. It is specifically agreed that the scope of review by the Committee shall be limited to exterior appearance only and shall not include any responsibility or authority to review for structural soundness, compliance with building or zoning codes or standards, or any other similar or dissimilar factors. Neither the Committee nor any member thereof, nor any of its designated representative(s), shall be liable to any Lot Owner(s) for any action taken or omitted to be taken by the Committee or the individual members thereof in the performance of their respective duties hereunder.

H. This Subdivision is located in an area which may include sinkholes and/or

subsurface conditions which may result in sinkholes. Approval of the submitted plans by the Committee as herein provided shall not be construed in any respect as a representation or warranty of the Undersigned, Grantor, Committee and/or the Developer to the Lot Owner(s) submitting such plans or successors or assigns of such Lot Owner(s), that the surface and/or subsurface conditions of the lot are suitable for the construction of the improvements contemplated by such plans. It shall be the sole responsibility of the Lot Owner(s) to determine the suitability and adequacy of the surface and/or subsurface conditions of the lot for the construction of any and all structures and other improvements thereon.

I. Neither the Undersigned, successor(s), his heirs and/or assigns, nor the Committee and its individual members, nor the Owner/Developer and its partners, agents and employees and the officers, directors, agents, and employees of its partners, shall be liable to any Lot Owner(s), or the successors, assigns, licensees, lessees, employees and agents of the Lot Owner(s), for the loss or damage to the improvements, or structures now or hereafter located upon any lot in the Subdivision, or on account of injuries to any Lot Owner(s), occupant, or other person in or upon the lot, which are caused by, surface and/or subsurface conditions, whether such are known or unknown to the Undersigned, his heirs, assigns, and/or successor(s), Owner/Developer, or the Committee. This release of damages shall include, but shall not be limited to, sinkholes, underground mines, and limestone formations, under or on any lot or Subdivision.

THE AFOREMENTIONED PROTECTIVE COVENANTS AND EASEMENTS SHALL RUN WITH THE LAND AND SHALL BE BINDING ON ALL SAID LOT OWNERS, THEIR HEIRS, ASSIGNS AND/OR SUCCESSORS. AFOREMENTIONED PROTECTIVE COVENANTS CAN ONLY BE ALTERED, CHANGED, AND/OR CANCELED BY WRITTEN CONSENT OF AT LEAST EIGHTY PERCENT (80%) OF ALL BEAR CREEK RIDGE SUBDIVISION LOT OWNERS, WHICH LEGALLY EXIST AND ARE RECORDED IN THE SHELBY COUNTY PROBATE OFFICE. (LOT OWNERS FOR THE PURPOSE OF VOTING RIGHTS THROUGHOUT THIS INSTRUMENT ARE LIMITED TO ONE VOTE PER LOT. MORE THAN ONE OWNER(S) OF THE SAME LOT SHALL BE LIMITED TO ONLY ONE VOTE TOTAL.)

Every one of the restrictions and consents herein are hereby declared to be independent of, and severable from the rest of the restrictions and of each of the other restrictions and from any combination of any other restrictions in and of this instrument. Invalidity by any court of any restriction or combination of any restrictions in this instrument shall in no way affect any of the remaining restrictions of this instrument, which shall remain in full force and effect.

Captions and/or Headings: The captions and/or headings preceding the various clauses, paragraphs, and subparagraphs of this Declaration of Protective Covenants are for the convenience of reference only.

Should attorney(s) and/or court cost(s) be necessary to enforce or otherwise cause any Lot Owner(s) to comply with any of the aforementioned Protective Covenants, then the Lot Owner(s) who is not in compliance with the Protective Covenants shall pay all reasonable court cost(s) and attorney(s) fees, which are accumulated in the effort to cause Lot Owner(s) compliance, and any penalties and/or fee(s) stated within any of these Protective Covenants related to said Lot Owner(s) non-compliance.

IN WITNESS WHEREOF, James R. Gardner, has caused this Declaration of Protective Covenants to be executed this the 26th day of February, 1997.


JAMES R. GARDNER
Owner/Developer

STATE OF ALABAMA

SHELBY COUNTY

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I, the undersigned, a Notary Public in and for said County in said State, hereby certify that James R. Gardner, 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 partner, executed the same voluntarily on the day the same bears date.

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Given under my hand and official seal this 26 day of February.

Gayle S. Smith

Notary Public

[NOTARIAL SEAL]

My Commission Expires: _____

Inst # 1997-08271