

STATE OF ALABAMA )

COUNTY OF SHELBY )

Inst # 1998-41485

10/23/1998-41485

09:11 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

014 CRH 41.00

## DECLARATION OF RESTRICTIVE COVENANTS

### GLYNN HOLLOW

KNOW ALL MEN BY THESE PRESENTS, THAT:

Whereas, S & S Development, Inc. (herein "the Developer") has subdivided certain real property situated in Shelby County, Alabama, into thirteen (13) lots (herein "Lots") as described in map and survey of Glynn Hollow subdivision (herein referred to as Glynn Hollow or as "the Property") as recorded in Map Book 24, Page 96, in the Probate Office of Shelby County, Alabama (herein "the Property");

WHEREAS, the developer desires to develop the Property into a residential estate subdivision to be known as Glynn Hollow subject to the restrictions and covenants set forth in this Declaration of Restrictive Covenants for Glynn Hollow (herein "the Declaration");

NOW, THEREFORE, the Developer does, upon recording hereof, declare and make the Property and each of the Lots included in the subdivision of the Property subject to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Declaration, all of which are declared to be in furtherance of a plan for the improvement of the Property in a desirable and uniform manner, and all of which shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the property or any part thereof, and shall be for the benefit of each such owner of property or interest therein, and shall inure to the benefit of and be binding upon each successor in interest to the owners thereof.

### INTENT

The intent of the developers of Glynn Hollow is to preserve for the present and future Lot owners a naturally beautiful environment and to ensure that great care is taken during the design, planning, and construction of all improvements and to further ensure a harmonious relationship between developing the Lots and preserving the special character of Glynn Hollow. For this reason, each Lot owner in Glynn Hollow is required to abide by the following

restrictions: No trees larger than six (6) inches in diameter (measured from a point [four] 4 feet above the ground) may be removed. Any clearing, cutting, or pasture land must be approved by the Developer and in no event shall any cutting of trees be allowed closer than twenty (20) feet from Lot line except in the case of erecting a primary dwelling with the approval of the Developer. No owner shall be allowed to dam up or alter the flow of the streams that enter or exit the Lots without the approval of the Developer.

## **ARTICLE I**

### **Land Use**

1. The property will be used for residential purposes only and not for any business or trade. There shall be no cultivation of crops of any sort, except for small gardens of reasonable size. No Lot shall be sold or used for the purpose of extending any public or private road, street, alley, or private driveway without the prior expressed written consent of the Developer, his successors, or assigns.

## **ARTICLE II**

### **Building Requirements**

1. **MINIMUM STRUCTURE SIZE OF PRIMARY DWELLING.** No Lot shall contain more than one primary dwelling ("the dwelling") and no primary dwelling shall be erected on any Lot which dwelling contains less than 2000 square feet of living space, for a single-story dwelling. Any 1-1/2-story dwelling must contain at least 1700 square feet of living area on the first floor, with no less than a total of 2400 square feet of living area in the entire dwelling. Any two-story dwelling must contain at least 2700 square feet of total living area, provided that the first floor contains no less than 1500 square feet of living area. On any two-story structure, the area used for any elevated ceilings shall be added to the second floor square footage. Living space is defined as heated and finished area and does not include porches, garages, basements, carports, or attics. No dwelling may exceed 2-1/2 stories above existing grade. For the purposes of these restrictions, "Lot" shall mean any Lot contained in the map recorded at Map Book \_\_\_\_\_, Page \_\_\_\_\_, Office of the Judge of Probate, Shelby County, Alabama, and any further subdivided Lot as specifically authorized by this Declaration.

2. **EXTERIOR MATERIAL.** No dwelling or out building as hereinafter allowed shall use the following materials which shall be visible on the exterior of any such building: (1) concrete block; (b) stucco over concrete block; (c) asbestos shingles; (d) sheet rock; (e) imitation asphalt brick. All dwellings will have brick, stucco, stone, or artificial stucco (dryvit) on at least the front and both sides of the dwelling. The rear of the home may have wood siding provided no Lot owner can see the rear of said dwelling from any other home on any other Lot.

All dwellings will have wood or wood-clad windows; some types of vinyl-clad windows may be approved.

3. SPECIAL DESIGN CRITERIA. The roof pitch on any dwelling shall not be less than eight (8) and twelve (12). There will be no garage openings facing the front.

4. DRIVEWAYS. Only one driveway per Lot. All driveways must be twelve (12) feet wide at entrance to Lot and ten (10) feet wide along the length. All driveways must be of concrete or asphalt from road to dwelling (including a parking pad at dwelling's garage area). Only Lot No. 3 will be allowed to stop asphalt or concrete short of reaching its dwelling. Lot No. 3 will be required to have asphalt or concrete from the road to the end of its 327-foot flag line. After this point, the owner must, at a minimum, place gravel to dwelling. Entire 327-foot length of driveway for Lot No. 3 must maintain existing greenbelt. All driveway plans must be submitted to the Developer for approval. All owners must obtain permit and approval for driveway ingress/egress from Shelby County Highway Department. Reinforced concrete pipe size and location to be determined by county engineer. Each Lot owner shall pay for driveway culvert pipe and installation.

5. BUILDING LOCATION. No structure shall be erected or allowed to remain on said property within one hundred (100) feet of the county road right-of-way or within forty (40) feet of any property line of any Lot except with written approval from the Developer, his successors, or assigns. All out buildings must be located on the rear half of any Lot (being furthest half from Glynn Hollow Drive). No building constructed of exposed block or concrete will be approved.

6. FENCES. All fences must be composed of wood, plastic, or fiberglass and only erected to the rear of the dwelling house. Chain-link fencing may be used for pet areas only and only allowed in areas of each Lot to the rear of the dwelling that is not visible from any other dwelling or roadway. In any event, fences cannot be erected closer than sixty (60) feet from any road right-of-way or within forty (40) feet of any property line. The rear of the dwelling is the side furthest from Glynn Hollow Drive. The Developer, his successors, or assigns must approve all proposed fencing prior to erection. The Developer, his successors, or assigns reserve right to grant variances on fencing location.

7. TEMPORARY STRUCTURES AND OUTBUILDINGS. No mobile homes, temporary dwellings, stables, or other buildings shall be built and used for residential purposes prior to the completion of the primary dwelling. Stables, barns, or other outbuildings may, subject to the approval of the developer, be constructed so long as such stable or barn is not used for residential purposes. The Developer, his successors, or assigns reserve the right to approve or disapprove outbuilding design criteria.



8. GARDENS. Small garden plots are allowed, provided they are not commercial in nature and are not a nuisance to any other Lot owner. No trees larger than six (6) inches in diameter at a point four (4) feet above the ground may be cut or cleared without written approval from the Developer, his successors, or assigns.

9. MANDATORY GREENBELT BUFFER. Lot No.'s 1, 11, 12, and 13 must leave a forty (40) foot greenbelt (natural buffer) adjacent to Highway 47 right-of-way. Lot No.'s 1 and 13 must allow for a small area to be minimally landscaped at Glynn Hollow Drive entrance off Highway 47. The maintenance of the landscaping at the entrance shall be the responsibility of the owners of Lot No.'s 1 and 13, unless otherwise agreed to by a majority of Lot owners.

A greenbelt (natural area) of undisturbed trees larger than two (2) inches in diameter at a point four (4) feet above ground must be maintained twenty (20) feet wide along all side and rear Lot lines.

The area of each Lot between Glynn Hollow Drive and each dwelling should be minimally disturbed and shall maintain partial natural areas to minimize the view of the dwelling and improvements from the road. In no event shall a frontal area be completely clear-cut. The Developer reserves the right, at his discretion, to enforce compliance with the mandate to minimally disturb existing tree growth, and he can require a Lot owner to replant and reestablish any trees that are removed before issuing a final compliance letter.

10. DESIGN CRITERIA. The objective of the Developer is to provide for the harmonious development of all of the Lots within the subdivision.

11. SEPTIC TANKS. All septic tanks must be of an approved type, such tanks together with adequate field lines must be approved and completely acceptable to the Shelby County Health Department. No septic tank or field line shall be constructed within ten (10) feet of an adjoining property line. No sewer or drainage lines shall be constructed or laid which shall empty on to or become a nuisance to any adjoining Lot or property line.

12. ACCUMULATION OF REFUSE. No lumber, metals, or bulk materials (except lumber, metals, and bulk materials as is usual in the maintenance of a private residence and which must be stored in such a manner so that said materials cannot be seen from adjacent and surrounding Lots), no refuse or trash shall be kept, stored, or allowed to accumulate on any Lot, except building materials during the course of construction of any approved structure. No harmful or noxious materials shall be stored, either inside or outside of structure, if said materials pose any significant threat to public health or safety or to individuals employed or living within or in proximity to such structures. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open on any day a pick-up is to be made. At all other times, trash and garbage containers shall be screened in such a manner so that they cannot be seen from adjacent and surrounding Lots. All trash and

garbage containers shall be kept in a clean and sanitary condition. The Developer, at his discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color, and type of containers permitted and the manner of storage and screening of the same on the Property.

13. MINING. To the extent of the interest of the owner of a Lot, and except for construction approved under ARTICLE II, no Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing gas, coal, oil or other hydrocarbons, sulfur or other minerals, gravel or earth.

14. EXTERNAL ANTENNAS. No external antennas of any kind shall be allowed with the exception of one satellite dish per Lot. All satellite dishes must be surrounded by an evergreen hedge of foliage at least six (6 ) feet in height so as not to be visible from any other Lot or roadway. If a small satellite dish is used, the owner may place the dish on roof (rear side of roof, out of view), subject to approval of the Developer, his successors, or assigns.

15. PERMITS. All costs of obtaining necessary permits and required approvals from all applicable authorities, together with all labor and materials, shall be at Lot owner's expense.

16. UTILITY SERVICE. All utility service, including but not limited to gas, water, power, and telephone, shall be underground from last point of service provided by the Developer on Glynn Hollow Drive. All costs of installation from this point shall be at Lot owner's expense.

17. The Developer, his successors, or assigns reserve the right to vary or modify any of these covenants/restrictions if, in the Developer's opinion, such changes would benefit the overall subdivision.

### **ARTICLE III**

#### **Architectural Control**

It is not the intent of the Developer to impose a uniform appearance within the development nor to discourage creativity on behalf of builders or homeowners. It is the intent of the Developer to promote and assure that all dwellings and improvements, including landscaping:

- are aesthetically compatible with each other.
- incorporate a unique and yet pleasing and discriminating character.
- are constructed to reflect the quality and craftsmanship that will enhance the value of the remainder of the development.

1. APPROVAL OF DEVELOPER. No structure, building, or fence shall be constructed, erected, placed, moved onto or permitted to remain on any Lot within the Property, nor shall any existing structure upon any Lot within the Property be altered in any way which materially changes the exterior appearance thereof until the same is submitted to and approved by the

Developer. The Developer will be provided with such plans and specifications which will be in a form and shall contain such information as may be required by the Developer. The Developer, and anyone he may so designate, will review all construction plans, designs, proposed clearing, and any other improvements to be made within the Glynn Hollow development. The Developer will provide property owners, architects, landscape designers, and contractors with a set of guide lines for the preparation of the drawings, specifications and construction of all single-family homes within the Glynn Hollow development. There will be no charge for Developer review and approval of house plans and other structural improvements the first time such review and approval is rendered. However, the Developer will charge a fee for all subsequent reviews and approvals of house plans, site plans, and other structural improvements. The fee shall be one hundred dollars (\$100) for review of house plans and fifty dollars (\$50) per review of out buildings, fences, and other structural improvements. This fee also will apply to plan reviews for any subsequent owner of any Lot that has been sold by a previous owner other than the Developer.

2. **ARCHITECTURAL AND CONSTRUCTION REVIEW PROCESS.**

**Step One: Lot Owner Must Submit the Following:**

A. Site plan of the Lot showing the location, height, and exterior design (including a summary of all proposed materials together with samples of exterior materials and paint colors) of all buildings and improvements proposed to be constructed on the Lot, including locations of driveways, walks, decks, and site walls.

B. Building Plans. Prior to any site disturbance, the applicant shall submit an executed application and three (3) sets of architectural drawings and schedules for Developer's review. Two plan sets will be returned. Submissions must include the following:

Building Plans at a scale of  $1/4" = 1'0"$  or larger.

(1) All four (4) exterior elevations showing approximate finish grade line, and all roof areas and corresponding slopes.

(2) Floor plan (not for review) which provides finished floor elevations, site plan, and includes total finish square footage of home.

C. Grading and drainage plan for the Lot.

D. Clearing plan indicating any intended tree removal. See ARTICLE II (8) and (9).

Strong adherence to the tree preservation and removal rules will be strictly enforced.

**Step Two: Staking and Permit Approval**

Before clearing or construction can commence on any Lot the applicant must:



- (1) Stake and string the outline of the dwelling in its proposed location and establish the proposed elevation of the first floor.
- (2) Flag Property corner pins. String any lot lines within fifty (50) feet of proposed dwelling site.
- (3) Arrange a site inspection with the Developer to verify that the staking is in conformance with the approved site plan. If, after staking, the applicant or Developer wishes to alter the foundation location as presented in the approved site plan, alternates can be discussed at the staking meeting. The Developer is not responsible for suitability of proposed dwelling site. The owner is responsible for seeking professional help in siting the home. Special effort should be made to field adjust, if necessary, the unit location to preserve trees. Before construction of dwelling can commence, a surveyed plot plan of dwelling site from a licensed surveyor must be submitted to Developer.
- (4) Indicate on the site plan drawing all changes in the foundation location approved by the Developer.
- (5) Two sets of submitted plans shall then be returned by the Developer to the owner or the owner's builder submitting the same marked "Approved," "Approved as Noted," or "Disapproved." Only those portions of the plans and exterior specifications that have been "Approved" or "Approved as Noted" may then be submitted to the appropriate governmental authority for a building permit. The Developer will retain one set of plans.

3 . EVIDENCE OF APPROVAL TO COMMENCE CONSTRUCTION. The approval of the Developer shall be evidenced in written permit executed by the Developer and signed by both the Developer and applicant. Therefore, written permit shall be executed in duplicate with one copy retained by the applicant and one copy retained by the Developer. Once construction commences, all construction must be completed within twelve (12) months.

4 . BASIS FOR DISAPPROVAL OF PLANS.

(A) The scope of the review by the Developer shall be limited to the appearance only. THE DEVELOPER DOES NOT ASSUME NOR ACCEPT BY THE FILING HEREOF ANY RESPONSIBILITY OR AUTHORITY TO REVIEW STRUCTURAL SOUNDNESS, COMPLIANCE WITH BUILDING OR ZONING CODES OR STANDARDS, OR ANY OTHER FACTORS.

(B) The Developer shall have the right to disapprove any plans and specifications submitted for approval for any of the following reasons:

- (1) failure of such plans and specifications to comply with the covenants and restrictions herein set forth:

- (2) failure to include information in such plans and specifications as may have been reasonably requested by the Developer;
- (3) reasonable objection to the exterior design, appearance, or materials proposed to be used in any proposed structure;
- (4) incompatibility of any proposed structure or improvement or use thereof with existing structures or uses upon other Lots in the Property;
- (5) objection to the site plan, clearing plan, drainage plan for any parcel;
- (6) failure of plans to take into consideration the particular topography; vegetative characteristics, and natural environs of the Lot;
- (7) any other matter which, in the judgment of the Developer would render the proposed structure, improvement or uses inharmonious with the general plan of improvement of the Property or with structures, improvements, or uses located upon other Lots in the Property.

5. **FAILURE TO OBTAIN APPROVAL.** If any structure or improvement shall be altered, erected, placed, or maintained upon any Lot, or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the Developer pursuant to the provisions of this ARTICLE III, such alteration, erection, maintenance, or use shall be deemed to have been undertaken in violation of this covenant, and without the approval required herein, and upon written notice from the Developer, any such structure or improvement as altered, erected, placed, or maintained be terminated, so as to extinguish such violation.

If fifteen (15) days after the notice of such a violation the owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same, the developer shall have the right, through his agents and employees, to enter upon such Lot and to take such steps as may be necessary to extinguish the violation and the cost thereof shall be a binding, personal obligation of such owner as well as a lien (enforceable in the same manner as a mortgage) upon the Lot in question. The lien provided in this covenant shall not be valid as against a *bona fide* purchaser (or *bona fide* mortgagee) of the Lot in question unless a suit to enforce said lien shall have been filed in a court of record in Shelby County, Alabama, prior to the recordation among the Land Records of Shelby County of the deed (or mortgage) conveying the Lot in question to such purchaser (or subjecting the same to such mortgage). All costs, including but not limited to attorneys' fees, legal fees, court costs, and recording fees, associated with enforcing compliance with the covenants contained herein, shall be further assessed to and binding on the Lot owner in violation of these covenants.

6. **CERTIFICATE OF COMPLIANCE.** Upon completion of the construction or alteration of any structure or improvement in accordance with the plans and specifications approved by the Developer, the Developer shall, upon written request of the owner thereof, issue a certificate of



compliance in a form suitable for recordation, identifying such structure or improvement and the Lot on which such structure or improvement is placed, and stating the plans and specifications, the location of such structure or improvement and the use or uses to be conducted thereon have been approved and that such structure or improvement complies with the requirements of the Developer. Preparation and recording of such certificates shall be at the expense of such owner. Any certificate of compliance issued in accordance with the provisions of this ARTICLE III, Paragraph 6 shall be prima facie evidence of the facts therein stated, and as to any purchaser or incumbrancer in good faith and for value, or as to any title insurer, such certificate shall be conclusive evidence that all structures or improvements on the Lot, and the use or uses described therein comply with all the requirements of this ARTICLE III, and with all other requirements of this declaration as to which the Developer exercises any discretionary or interpretive powers.

7. INSPECTION RIGHTS. Any agent of Developer may at any reasonable time or times enter upon and inspect any Lot and any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction, or alteration of structures and improvements thereon are in compliance with the provisions hereof; and neither Developer nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

8. WAIVER OF LIABILITY. Neither the Developer nor any architect nor agent thereof, nor any partner, agent, or employee of any of the foregoing, shall be responsible in any way for any failure of structures or improvements to comply with requirements of this Declaration, although a certificate of compliance has been issued, any defects in any plans and 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 and all persons submitting any such plans and specifications, and all persons relying thereon, agree not to sue or claim against the entities and persons referred to in this Section 8 for any cause arising out of the matters referred to in this Section 8 and further agree to and do hereby release said entities and persons for any and every such cause.

9. DURATION. The obligations of the Developer as to the Architectural Control of Glynn Hollow and obligations relative to the Property and the Lots within the subdivision shall terminate upon the earlier of:

(A) the date that a primary dwelling has been constructed and completed on the last Lot in the subdivision, that is to say, all Lots within the subdivision shall at that time have primary dwellings constructed upon them; or

(B) three (3) years from the date of this Declaration.

10. DEVELOPER'S OPTION TO EXTEND. Notwithstanding the foregoing ARTICLE III, Paragraph 9(A) and 9(B), the Developer may, in his sole discretion, and upon written notice to the then fee owners of the Lots extend the initial terms of this covenant. The Developer shall also record with the Judge of Probate of Shelby County, Alabama, a document indicating such extension.

11. EFFECT OF TERMINATION OF DEVELOPER CONTROL ON BUILDING REQUIREMENTS. In the event the Developer's obligations are terminated pursuant to ARTICLE III, Paragraph 9(A) and 9(B) above, the building requirements and all other covenants and restrictions as set forth herein shall remain in place and binding upon the Property and the Lots and shall be enforceable by the Glynn Hollow Lot owners.

#### **ARTICLE IV**

##### **Further Subdivision**

1. No Lots shall be further subdivided.

#### **ARTICLE V**

##### **Miscellaneous**

1. ANIMALS. No dog kennels will be allowed for commercial purposes. Horses shall be allowed only on Lot No.'s 3, 6, and 7 and only on the rear half of the Lot farther from Glynn Hollow Drive. A maximum of three (3) horses shall be allowed on Lot No.'s 3 and 7; only two (2) horses shall be allowed on Lot No. 6. No cows, pigs, goats, or chickens, and no commercial breeding of any animals will be allowed.

2. NUISANCES. No obnoxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Property or neighborhood.

3. INOPERABLE VEHICLES. No inoperable vehicle, boat, boat trailer, house trailer, trailer, motor home, or any similar items shall be stored in the open on any Lot for a period of time in excess of twenty-four (24) hours unless such item is not visible from any adjoining Lot or any public street.

4. CLOTHES LINES. No clothing or any other household fabrics shall be hung in the open on any Lot unless the same are hung from an umbrella or retractable clothes hanging device that is removed from view when not in use or unless the same is enclosed by a fence or other enclosure at least six (6) inches higher than such hanging articles, provided such fence or other enclosure is approved by the Developer.

5. CONSTRUCTION TIME LIMITS. When construction of any building is once begun, work thereon must be prosecuted diligently and continuously with the exposed exterior completed within six (6) months and final completion in its entirety within twelve (12) months.

6. **SIGNS.** No sign of any kind shall be displayed to the public view on any Lot except one (1) sign of not more than five (5) square feet advertising the Property for sale or rent, or signs used by a builder to advertise the Property during construction and sale period.

7. **UTILITIES.** Developer reserves for himself, his successors, or assigns the right to grant rights-of-way to use all streets and roadways to any person, firm, or corporation for the purpose of erecting thereon and installing thereover such poles, wires, guy wires, pipelines, and other equipment or apparatus as may be necessary or desirable for the purpose of supplying the premises adjacent thereto with electricity, telephone, water, sewer and gas service, including, but not restricted to, the right to trim trees where necessary or advisable for the safe operation thereof.

8. **APPEARANCE.** Strict attention will be paid to keeping all Lots clean. Bottles, cans, paper products, Styrofoam, and other trash items must be controlled and not allowed to blow or collect on any Lot.

9. **HUNTING.** No hunting of any kind shall be allowed. No firearms shall be discharged on any Lot at Glynn Hollow.

10. **GRANTEE'S ACCEPTANCE.** The grantee of any Lot subject to the coverage of this Declaration, by acceptance of the deed or other instrument conveying an interest in or title to, or the execution of a contract for the purpose thereof, whether from Developer or a subsequent owner of such Lot, shall accept such deed or other contract upon and subject to each all of these restrictions herein contained.

11. **INDEMNITY FOR DAMAGES.** Each and every Lot owner and future Lot owner, in accepting a deed or contract for any Lot subject to this Declaration, agrees to indemnify Developer for any damage caused by such owner, or the contractor, agent, or employees of such owner, to other Lots, roads, streets, gutters, walkways, or other public ways, including all surfacing thereon, or to water, drainage, or storm sewer lines owned by Developer, or for which Developer has responsibility, at the time of such damage.

12. **SEVERABILITY.** Every one of the provisions and restrictions is hereby declared to be independent of, and severable from the rest of the provisions and restrictions and of and from every other one of the provisions and restrictions. Invalidity by any court of any provision or restriction in this Declaration shall in no way affect any of the other provisions or restrictions which shall remain in full force.

13. **RIGHT OF DEVELOPER TO MODIFY RESTRICTIONS WITH RESPECT TO UNSOLD LOTS.** With respect to any unsold Lot, Developer may include in any contract or deed hereafter made or entered into, such modifications and/or additions to this Declaration as Developer in his discretion desires.



14. **COMMON IMPROVEMENTS.** In the event an unforeseen improvement or service becomes necessary and is required by any governmental authority that is to benefit all lot owners, the cost of this improvement or service shall be divided and paid equally by all lot owners.

## **ARTICLE VI**

### **Enforcement, Duration, and Amendment**

1. **NO REVERTER.** No restriction herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.
2. **DURATION AND AMENDMENT.** The restrictions contained in this Declaration shall run with and bind the Property, shall inure to the benefit of, and shall be enforceable by Developer and the owner of any Lot included in the Property, their respective legal representatives, heirs, successors, or assigns until the 31st day of December, 2013, after which time said restrictions shall be automatically extended for successive periods of ten (10) years. With the exception of the rights of Developer contained in Article V Paragraph 7 herein above, this Declaration may not be amended in any respect except by the execution of an instrument signed by not less than 51% of the Lot owners, (each Lot owned shall constitute one (1) vote), which instrument shall be filed for recording among the Land Records of Shelby County, Alabama, or in such place of recording as may be appropriate at the time of the execution of such instrument. After December 31, 2013, this Declaration may be amended and/or terminated in its entirety by an instrument signed by not less than 51% of the Lot owners which instrument shall be filed for recording among the Land Records of Shelby County, Alabama, or in such place of recordings as may be appropriate at the time of the execution of such instrument.
3. **ENFORCEMENT.** In the event of a violation or breach of any of these restrictions or any amendments thereto by an owner of a Lot or employee, agent, or lessee of such owner, the owner(s) of Lot(s), Developer, their successors, or assigns, or any party to whose benefit these restrictions inure shall have the proceed at law or in equity to compel compliance with the terms and conditions hereof, to prevent the violation or breach of said restrictions, to sue for and recover damages or other dues, to take all such courses of action at the same time, or such other legal remedy it may deem appropriate. No delay or failure on the part of an aggrieved party to initiate an available remedy set forth herein shall be held to be a waiver of that party or an estoppel of that party or of any other party to assert any right available to him upon the recurrence of a different violation.

Damages shall not be deemed adequate compensation for any breach of violation of any provision hereof, but any person or entity entitled to enforce any provision hereof shall be entitled specifically to relief by way of an injunction as well as any other available relief either at law or in equity.

Any party to proceeding who succeeds in enforcing a restriction or enjoining the violation of a restriction against a Lot owner may be awarded a reasonable attorney's fee against such Lot owner.

4. ASSIGNMENT. Developer shall have the right to assign any and all of the rights, powers, reservations, and duties contained herein to any person or entity who shall thereupon have the same rights, power, reservations, and duties as Developer.

5. NO WAIVER. The failure of any party entitled to enforce any of these restrictions herein contained shall in no event be considered a waiver of the right to do so thereafter, as to same violation or breach or as to such a violation or breach occurring prior or subsequent thereto, provided, however, that approval of plans pursuant to ARTICLE III shall be binding on any and all parties as a conclusive determination that such plans are in conformity with the restrictions.

IN WITNESS WHEREOF, the undersigned as the owner of the Property has caused this Declaration to be executed as of this the 7<sup>th</sup> day of October 1998

S & S Development, Inc.

By: 

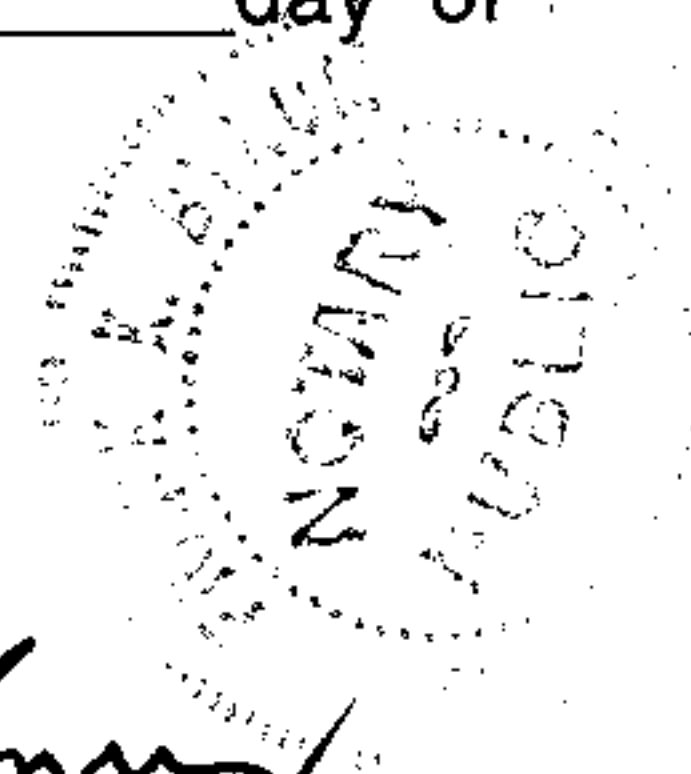
President

STATE OF ALABAMA )

COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Steven Schencker whose name as President of S & S Development, Inc., is signed to the foregoing instrument, and who is known to me, acknowledged before me this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this, the 7<sup>th</sup> day of October 1998.

  
Frank K. Byrum  
Notary Public

Inst # 1998-41485

10/23/1998-41485  
09:11 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
014 CRH 41.00