

DECLARATION OF PROTECTIVE COVENANTS

OF

FLAGSTONE SUBDIVISION

THIS DECLARATION OF PROTECTIVE COVENANTS, made this the 20th day of April, 2006, by Murphy & Johnson I, L.L.C., an Alabama limited liability company (hereinafter referred to as the "Developer").

WITNESSETH;

WHEREAS, Developer is the owner of that real property described in the plat of Flagstone Subdivision and recorded in the office of the Judge of Probate of Shelby County, Alabama in Map Book 36, Page 131 (hereinafter referred to as the "Property"); and

WHEREAS, the Developer desires to establish and enforce uniform standards of development quality and to provide for the effective preservation of the appearance, value and amenities of Flagstone Subdivision, which establishment, enforcement and preservation shall benefit all owners of the property located thereon and, to that end, desires to subject said real property to the protective covenants and restrictions herein contained, all of which are for the benefit of the said real property and the owners thereof;

NOW, THEREFORE, Developer hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Architectural Committee" shall mean the committee created pursuant to Article II hereof.

Section 2. "Architectural Committee Rules" shall mean the rules, if any, adopted by the Architectural Committee.

ARTICLE II

ARCHITECTURAL COMMITTEE

Section 1. The general architectural objectives of the undersigned is to create a neighborhood of residences constructed in traditional styles. All residences shall be constructed with exterior materials of brick, stone or stucco. The Architectural Committee may allow stained or painted wood to be used as exterior material provided that such paint shall be in soft tones and

that such work shall be placed horizontally on the exterior of the house. There shall be allowed no exposed block or lattice on any side or part of any residence constructed on any Lot, except that lattice may be used in connection with a porch or deck on the rear of a residence if approved by the Architectural Committee. All windows of all residences shall be wood frame and no aluminum windows shall be allowed. All decisions of the Architectural Committee shall be final.

Section 2. All plans and specifications shall be evaluated as to, among other things, the harmony of external design and location in relation to surrounding structures and topography.

Section 3. The Architectural Committee shall consist of two (2) members, none of which shall be required to be an Owner, or to meet any other particular requirements. The initial two members of the Architectural Committee appointed by the Developer are as follows: (1) Samuel C. Johnson; and (2) Thomas Murphy.

Section 4. Neither the Architectural Committee nor any member thereof shall be liable to any Owner or to any other party for any damage, loss or prejudiced suffered on account of the approval or disapprove of any plans, drawings or specifications, whether or not defective, or the execution or filing of any action, motion, certificate, petition or protest in the courts of the United States or the State of Alabama, or with any other governmental board of body, whether or not the facts stated therein are true and correct.

ARTICLE III **RESTRICTIONS**

Section 1. Use Restrictions: The Property will be used for residential purposes only, and no trade or business purposes, including all types of home industry, will be permitted. No building or structure other than a single-family dwelling shall be created on any Lot within the Property except as otherwise permitted herein. Prohibited uses include, but are not limited to:

(a) dangerous, noxious, offensive or excessively noisome activities which may be or become an annoyance or nuisance to Owners; and

(b) raising, breeding or keeping of any animals, birds or fowl; provided that an Owner shall be permitted to keep not more than two dogs and/or cats as domestic pets on a single Lot and provided further that the Architectural Committee may approve more animals to be kept as domestic pets on a Lot if such animals are to be kept in an enclosed area approved by the Architectural Committee; and

(c) exploring, mining, boring, quarrying, drilling or otherwise removing oil or other hydrocarbons, minerals, gravel or natural gas; and

(d) use of a dwelling house by more than a Single Family Unit.

Any owner may request from the Architectural Committee at any time a determination of whether a prospective use of a lot is permitted. A certificate to that effect signed by a member of the Architectural Committee shall be deemed to be dispositive of this issue.

Section 2. Limitation on Size and Location of Structures:

(a) **Building Location:** The location of any structure, alteration or addition in relation to the front and side boundaries of any Lot shall be determined according to the requirements of the local government authority having jurisdiction over such Lot.

(b) **Size:** Each main structure residential building, exclusive of open porches, garages, basements and carports, shall not be less than one thousand eight hundred (1,800) square feet on the ground floor of any one-story building; or less than a total of one thousand eight hundred (1,800) square feet in the case of a multi-story building.

Section 3. Exterior Lighting: All exterior lighting shall be subject to the review of the Architectural Committee.

Section 4. Utilities: All electrical and telecommunication lines located upon the Property, other than those existing on the date of this Declaration, shall be installed and maintained underground.

Section 5. Maintenance: All buildings, landscaping and other improvements upon individual Lots shall be continuously maintained by the Owner thereof so as to preserve a well-kept appearance, especially along the perimeters of any Lot.

(a) **Trash.** 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 so placed or screened by shrubbery or other appropriate material approved in writing by the Architectural Committee as not to be visible from any road or within sight distance of any other Lot at any time except during refuse collection. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted, except during the construction period, or except as specifically approved by the Architectural Committee.

(b) **Landscaping:** No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any part of a Lot and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain upon any part of a Lot, including vacant parcels. This provision shall not apply to the Developer until the last Lot is sold to an Owner other than the Developer.

Section 6. Temporary Structures: No structure of a temporary character, trailer, basement, tent or shack shall be used at any time as a residence either temporarily or permanently. No storage building of any type shall be permitted unless such building is designed as part of the main residential structure and approved by the Architectural Committee. There shall be no occupancy of any dwelling until the interior, exterior and landscaping of the dwelling is completed and the Architectural Committee has issued the certificate provided for in Article V, Section 4(b) hereof.

Section 7. Fences and Hedges: No chain link or other wire fences shall be used. No fence of any type will be erected on the front of any Lot. A wooden fence or privacy screen may

be used at the rear of a Lot, provided that such fences are approved by the Architectural Committee as provided in this Declaration. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways, shall be placed or permitted to remain on the side lines of any Lot or on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersections of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street line with the edge of the driveway or alley pavement. Trees shall be permitted to remain within such distances of such intersections provided the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No fences or walls shall be constructed without prior written approval of the Architectural Committee.

Section 8. Signs: No sign of any kind shall be displayed to the public view on any Lot except one professional sign or not more than two (2) square feet, one sign of not more than four (4) square feet advertising the property for sale or rent, or signs used by a builder to advertise during the construction and sales period. All signs shall comply with design specifications of the Architectural Committee. No signs shall be nailed to trees. This provision shall not apply to the Developer so long as it owns any Lots within the Property.

Section 9. HVAC Equipment:

(a) Outside air conditioning units may not be located in the front yard or any side yard. All outside air conditioning units shall be hidden from view by shrubbery, or other foliage or fencing that otherwise satisfies the requirements hereof.

(b) No plumbing or heating vent shall be placed on the front side of the roof. All vents protruding from roofs shall be painted the same color as the roof covering.

Section 10. Satellite Dishes: The placement of satellite dishes will be restricted to the rear of each Lot. No satellite dish will be allowed on the front or side yards of the Lots. A plan illustrating the location of the satellite dish and the location and planting of trees and shrubs hiding the satellite dish from view must be submitted to the Architectural Committee for written approval prior to the installation. If the dish cannot be hidden from the street view then the use of a dish will be denied by the Architectural Committee. No satellite dishes will be allowed on any Lot at any time after cable television services are available to such Lot.

Section 11. Storage of Boats, Trailers and Other Vehicles: No motor homes, boats, trailers, pick-up trucks or vans can be parked or stored in any location that can be seen from the street. No wrecked automobiles, unmaintained automobiles or vehicles other than operating automobiles or vehicles shall be stored or located on any Lot.

Section 12. Tenants: It shall be the responsibility of each Owner to insure that any tenant of any Lot or portion thereof which is owned by him receives a copy of the aforesaid restrictions and that every lease by such Owner contain a provision therein stating that every tenancy is subject to all of the terms and provisions of this Declaration. The Owner shall remain liable for the performance and observation of all terms and conditions in this Declaration and for all costs of enforcing the same.

Section 13. Enforcement: If a determination is made by the Architectural Committee that any of the restrictions in this Article II are being or have been violated upon any Lot, then the Architectural Committee shall so notify the Owner in writing, specifying the violation. If within thirty (30) days from such notification, the Architectural Committee shall make a second determination that sufficient progress has not been made to remedy the violation, the Architectural Committee may itself, direct such actions to be taken as shall be necessary or appropriate to remedy such violation. The Owner shall be liable for the cost and expense of all such actions, including legal fees and the Architectural Committee may treat all such costs and expenses therefor as a charge which shall become a lien of the Architectural Committee on the affected Lot enforceable by appropriate proceedings at law or in equity.

Section 14. Exterior:

(a) **Materials:** Exterior materials acceptable to the Architectural Committee shall include brick, stone or stucco. Siding shall be permitted only (a) in gables, if brick is used below gable, or (b) if used in a veneer other than in a gable. In any event, siding shall not exceed fifteen percent (15%) of the total coverage of main floor walls of any house, excluding gables. Houses with all siding will not be permitted.

(b) **Paint:** Exterior painting shall be in soft tones not to include high gloss finishes or pure red.

(c) **Windows:** All windows must be wood framed or encased. Aluminum windows shall not be permitted without the prior written permission of the Architectural Committee.

(d) **Roof:** The roof on each house shall have a minimum 8/12 pitch. Shingles shall be of weathered wood architectural.

(e) **Projections:** All stack pipes, exhaust fans and other roof projections shall be located on the rear or interior side of building roofs, and painted to match the approved roofing color.

(f) **Front Steps:** The front steps shall be constructed of brick, the same as that approved by the Architectural Committee.

(g) **Shutters:** All shutters shall be wood paneled or typical wood louvered, except molded plastic is acceptable if it has the appearance of wood.

Section 15. Carports: Carports shall be allowed only with special approval by the Architectural Committee.

Section 16. Easements: Easements to each Lot for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Record Map. Nothing herein shall prohibit actions necessary to maintain the easements described herein or such other easements as may be necessary to provide and maintain utilities to the Property.

Section 17. Mailboxes: All mailboxes and posts shall be constructed and located according to the Architectural Committee's specifications or as approved by the Architectural Committee.

ARTICLE IV
NATURE OF PROTECTIVE COVENANTS; DEFAULTS AND REMEDIES

Section 1. Protective Covenants Running With The Land: The foregoing Protective Covenants shall constitute a servitude in and upon the Property and shall run with such Property and inure to the benefit of and be enforceable by the Developer, its designated successors and assigns, or by any Owner and his respective heirs, successors and assigns for a term of fifty (50) years from the date this Declaration is recorded, after which time the said Protective Covenants shall automatically be extended for successive periods of ten (10) years, unless an agreement which has been signed by Owners who own two-thirds (2/3) or more of the then-existing Lots of the Property, agreeing to terminate or modify this Declaration, has been recorded in the Office of the Judge of Probate of Shelby County, Alabama.

Section 2. Remedies for Default: The existence of any default hereunder by any person or entity subject to the terms, conditions, covenants and restrictions of this Declaration shall give the Developer, its successors or assigns, any Owner and/or their respective heirs, successors and assigns, in addition to all other remedies specified herein, the right to proceed at law or in equity to compel compliance with the terms of these Protective Covenants and to prevent the violation or breach of any of them.

Section 3. Nature of Remedies; Waiver. All rights, remedies and privileges granted to the Developer and the Owners, their respective heirs, successors and assigns, pursuant to the provisions of this Declaration shall be deemed to be cumulative, and the exercise of any one or more of them shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same, or any other party, from pursuing such other and/or additional rights, remedies or privileges as may be available to such party at law or in equity. The failure at any point in time to enforce any covenant or restriction shall in no event be deemed a waiver of the right thereafter to enforce any such covenant or restriction.

Section 4. No Reverter: No restriction or provision herein is intended to be, or shall be construed as, a condition subsequent or as creating any possibility of a reverter.

ARTICLE V
MISCELLANEOUS

Section 1. Section Headings: The section headings contained herein are included for convenience only, and shall not be considered a part hereof or affect in any manner the construction or interpretation hereof.

Section 2. Binding Effect: The terms, provisions and conditions of this Declaration of Protective Covenants shall be binding on Murphy & Johnson I, L.L.C. and shall inure to the benefit of, and shall be binding upon its successors and assigns.

Section 3. Severability: In the event any term, provision or condition of this Declaration of Protective Covenants shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

EXECUTED by the undersigned effective this the same date as first above written.

MURPHY & JOHNSON I, L.L.C.
an Alabama limited liability company

By Samuel C. Johnson
Samuel C. Johnson
Its Managing Director

STATE OF ALABAMA

SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Samuel C. Johnson whose name as Managing Director of Murphy & Johnson I, L.L.C., an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Managing Director and with full authority, executed the same voluntarily for and as the act of said Murphy & Johnson I, L.L.C.

Given under my hand and official seal, this the 20th day of April, 2006.

Gene B. Pagan
Notary Public

My commission expires:

10/10/07