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DECLARATION
OF
PROTECTIVE COVENANTS
OF
STONEBROOK

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This instrument prepared by:

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STATE OF ALABAMA)
SHELBY COUNTY)

**DECLARATION
OF
PROTECTIVE COVENANTS
FOR
STONEBROOK**

KNOW ALL MEN BY THESE PRESENTS, That:

WHEREAS, StoneBrook Development Company, an Alabama general partnership (the "Developer") has heretofore acquired certain lands in Shelby County, Alabama (hereinafter sometimes referred to as the "Subject Property"), which are more particularly described on the attached Exhibit A and known as StoneBrook, which has been subdivided and plats thereof placed on record in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, AmSouth Bank N. A., as Ancillary Trustee for NCNB National Bank of North Carolina, as Trustee for the Public Employees Retirement System of Ohio, previously subjected the Subject Property to certain Restrictions and Protective Covenants, as recorded in the Probate Office of Shelby County, Alabama in Book 220, beginning at page 343 (herein collectively the "AmSouth NCNB Covenants"); and

WHEREAS, the Subject Property is also subject to certain of the provisions of that certain Declaration of Protective Covenants dated July 11, 1988, and recorded in Book 194 at page 54 in said Probate Office (the "Watershed Covenants"); and

WHEREAS, in addition to the AmSouth NCNB Covenants and the Watershed Covenants, and to further provide for the implementation of same, Developer desires to establish certain protective covenants with respect to the Subject Property for the benefit of the property owners in StoneBrook, as set forth herein;

NOW, THEREFORE, Developer does hereby declare that the Subject Property shall hereafter be subject to the following restrictions, conditions, exceptions, liens and protective covenants, to-wit:

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ARTICLE I

DEFINITIONS

1.1 AmSouth NCNB Covenants. Those certain Restrictions and Protective Covenants on StoneBrook Property previously filed, for record in the Office of the Judge of Probate of Shelby County, Alabama in Book 220, page 343.

1.2 Articles. The Articles of Incorporation of the Association.

1.3 Association. StoneBrook Residential Association, Inc., its successors and assigns (the Articles of Incorporation and Bylaws for which are recorded in the Office of the Judge of Probate of Shelby County, Alabama, simultaneously herewith).

1.4 Association Land. That part of the Subject Property which may at any time hereafter be owned by the Association for so long as the Association or successor thereof may be the owner thereof.

1.5 Board. The Board of Directors of the Association.

1.6 Bylaws. The duly enacted Bylaws of the Association.

1.7 Common Areas. Those portions of the Subject Property which are conveyed to the Association or otherwise defined or designated as Common Areas pursuant to Article IV of this Declaration or by notation on any record map or plat of the Subject Property.

1.8 Declaration. This Declaration of Protective Covenants of StoneBrook, which shall be recorded in the Probate Records of Shelby County, Alabama, as the same may from time to time be supplemented or amended in the manner described herein.

1.9 Developer. StoneBrook Development Company and any successor thereof and any purchaser from StoneBrook Development Company of any portion of the Subject Property to whom StoneBrook Development Company also conveys and assigns its rights hereunder as Developer.

1.10 Entranceway Improvements. Those certain improvements to be made with respect to any entranceway into the Subject Property from Brook Highland Parkway as more particularly defined and described in 4.02 of Article IV of the AmSouth NCNB Covenants.

1.11 Member. A person or other entity who is a record owner of fee simple title to any portion of the Subject Property.

1.12 Parcel. Any unit, lot, part or parcel of the Subject Property designed for a residence and platted of record, regardless of whether a dwelling has or has not been constructed thereon.

1.13 Parcel Owner. The owner or owners of record title to any Parcel.

1.14 Resident. Any person or persons occupying a Parcel.

1.15 StoneBrook or StoneBrook Property. The property described in this Declaration and other property which may be acquired by Developer and developed as a part of StoneBrook.

1.16 Subject Property. The property subjected to this Declaration and described on the attached Exhibit A, along with any other real property which may be subjected to this Declaration by separate instrument executed by the Developer.

1.17 Watershed Covenants. That certain Declaration of Protective Covenants dated July 11, 1988 and recorded in Book 194 at page 54 in the Office of the Judge of Probate of Shelby County, Alabama.

ARTICLE II

ARCHITECTURAL COMMITTEE: ARCHITECTURAL CONTROL

2.1 Architectural Committee. The Architectural Committee (herein the "Architectural Committee") shall be composed of three individuals designated and redesignated from time to time by the Board of Directors of the Association. Provided, that the initial membership of the Architectural Committee and replacement of such membership shall, during the period set forth in Article V, Section 5.01 of the AmSouth NCNB Covenants, be governed by the terms and provisions of said article and section.

2.2 Approval Required. Before commencing the construction or alteration of any building, wall, road, curb cut, utility, enclosure, fence, delivery area, parking facility, storage facility, entranceway feature (including without limitation the Entranceway Improvements) or any other permanent improvement on the Subject Property, Developer, its successors and assigns, shall first submit its development plan for the Subject Property (including any modifications thereto, now or in the future) and its building plans and specifications showing site and plot layout and all exterior elevations, with exterior materials and colors therefor, signs (visible from public rights-of-way), foundation plans, schedule of proposed materials, landscaping, irrigation and drainage plans to the Architectural Committee for its written approval.

THE SCOPE OF REVIEW BY THE ARCHITECTURAL COMMITTEE IS LIMITED TO APPEARANCE ONLY AND DOES 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.

2.3 Application Process.

a. No improvements shall be erected, placed, altered, maintained or permitted on the Subject Property until plans and specifications showing plot layout and all exterior elevations, with exterior materials and colors therefor, signs and landscaping, irrigation and drainage plans shall have been submitted to and approved in writing by both the Architectural Committee and the Developer. Such plans and specifications shall be submitted in writing over the signature of the Developer or its authorized agent, or the

signature of any Parcel Owner or its authorized agent, and shall be accompanied by the request of the Developer or its agent, or of any Parcel Owner or its agent, specifying for which part of such plans and specifications approval is sought.

b. In any case in which the Architectural Committee shall disapprove any plans and specifications or shall approve same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action is based. In any such event, the Architectural Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval. Upon approval by the Architectural Committee of any plans and specifications submitted hereunder, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Architectural Committee.

c. If the Architectural Committee fails either to approve or to disapprove such plans and specifications within ten (10) business days after the same have been submitted in writing to it, or fails to include in any disapproval the statement required in subparagraph b, above by written notice to the applicant, it shall be conclusively presumed that the Architectural Committee has approved said plans and specifications, subject, however, to the covenants contained herein.

d. In considering the requests for approval of the plans and specifications and related items described herein, the Architectural Committee shall apply a standard of reasonableness.

2.4 Inspection Rights. Any agent of the Developer, the Association or the Architectural Committee may at any reasonable time or times enter upon and inspect any Parcel and any improvements thereon for the purpose of ascertaining whether the maintenance of such Parcel and the maintenance, construction, or alteration of structures thereon are in compliance with the provisions hereof; and neither Developer, nor the Association, nor the Architectural Committee, nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection. Any such inspection shall be for the sole purpose of determining compliance with this Declaration, and neither the making of any such inspection, nor the failure to make any such inspection, shall be relied upon by the owner of a Parcel or any third persons or entities for any purpose whatsoever; nor shall any such inspection obligate the Developer, the Association or the Architectural Committee to take any particular action based on the inspection.

2.5 Waiver of Liability. Neither the Architectural Committee nor any architect nor agent thereof, nor the Association, nor the Developer, nor any agent or employee of the foregoing, shall be responsible in any way for any failure of structures to comply with requirements of this Declaration, although a certificate of compliance has been issued, nor for 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 relying thereon or benefitting therefrom agree not to sue or claim against the entities and persons referred to in this Section 2.5 for any cause arising out of the matters referred to in this Section 2.5 and further agree to and do hereby release said entities and persons from any and every such cause.

2.6 Delegation by Architectural Committee. The rights, duties and functions of the Architectural Committee may be delegated to the Association at any time by the written consent and declaration of all three of the members of the Architectural Committee. Upon such delegation, the rights, duties and functions of the Architectural Committee shall become those of, and shall be enforceable by, the Association.

ARTICLE III

GENERAL RESTRICTIONS

3.1 Permitted Uses. The Subject Property may be improved, maintained and occupied for residential purposes together with such associated and ancillary uses as are customarily appurtenant thereto. Such associated and ancillary uses may include, but shall not be limited to, club houses, swimming pools, tennis courts, volley-ball courts and other recreational improvements and uses. More particularly, but not as a limitation, the Subject Property may be subdivided into up as many as one hundred eighty (180) residential dwellings. Notwithstanding anything to the contrary contained herein, each such dwelling, however, must be attached in some manner to at least one other dwelling. For the purposes of this paragraph, a dwelling shall be deemed "attached" to another dwelling if the two dwellings are connected by a common wall or a common corner. The provisions of this section shall not in any manner prohibit the use and maintenance by the Developer upon the Subject Property of a temporary sales office and model unit and the conduct of such activities as are customary and appropriate to the marketing, sale and improvement of the Subject Property or any portion thereof.

3.2 Proscribed Uses. No operation or uses shall be permitted or maintained within or without the Subject Property which causes or produces any of the following effects discernible outside the Subject Property or affecting any adjacent property except during the period of construction of improvements thereon:

- a. Noise or sound that is unusual and inappropriate for the development proposed and to be constructed upon the Subject Property and is objectionable because of its volume, duration, intermittent beat, frequency or shrillness;
- b. Noxious, toxic, or corrosive fumes or gases;
- c. Obnoxious odors;
- d. Dust, dirt or fly ash; or
- e. Unusual fire or explosive hazards.

3.3 Keep Parcel in Repair; Liens. Each Parcel Owner shall keep all Parcels owned by him, and all improvements therein, thereon or appurtenant thereto, in good order and repair, including the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. If in the opinion of the Association any Parcel

Owner fails to perform the duties imposed by the preceding sentence after thirty (30) days' written notice from the Association to the Parcel Owner to remedy the condition in question, the Association shall have the right, through its agents and employees, to enter upon the Parcel in question (or upon the improvements which may be appurtenant thereto) and to repair, maintain, repaint and restore the Parcel or such improvements and the cost thereof shall be a binding, personal obligation of such Parcel Owner as well as a lien (enforceable in the same manner as a mortgage) upon the Parcel in question; provided however, that after control of the Association has been given to the Class A members of the Association, the approval of fifty-one percent (51%) of the votes of Class A members of the Association will be required to continue to remedy a violation on a specific Parcel as provided above if the aggregate cost charged hereunder against the Parcel Owner exceeds \$500.00 per calendar year, as may be adjusted upward annually in an amount not to exceed five percent (5%) of the maximum amount which could have been charged the preceding year. Any landscaping approved by the Architectural Committee cannot be changed pursuant to this Section 3.3.

3.4 Priority of Lien. The lien provided in Section 3.3 hereof shall not be valid as against a *bona fide* purchaser (or *bona fide* mortgagee) of the Parcel in question unless a notice of said lien shall have been recorded in the Office of the Judge of Probate of Shelby County, Alabama, prior to the recordation in said office of the deed (or mortgage) conveying the Parcel in question to such purchaser (or subjecting the same to such mortgage).

3.5 Insect and Fire Control. In order to implement effective insect and fire control, the Association and/or the Developer and their agents shall have the right to enter upon any Parcel on which a residence has not been constructed and upon which no landscaping plan has been approved as set forth herein, such entry to be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Association or Developer detracts from the overall beauty, setting and safety of StoneBrook. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. The Association and/or the Developer and their agents may likewise enter upon such Parcel to remove any trash which has collected on the Parcel without such entrance and removal being deemed a trespass. The provisions in this Section 3.5 shall not be construed as an obligation on the part of the Association or the Developer to mow, clear, cut or prune any Parcel nor to provide garbage or trash removal service.

3.6 Signs. No commercial signs, including "for rent", "for sale", and other similar signs, shall be erected or maintained on any Parcel except with the written permission of the Developer. If such permission is granted, the Developer reserves the right to restrict size, color and content of such signs. Property identification and like signs exceeding a combined total of more than two (2) square feet may not be erected without the written permission of the Developer.

3.7 Subdivided Parcels. No Parcel shall be subdivided or its boundary lines changed except with the written consent of the Developer and the Architectural Committee. However, the Developer hereby expressly reserves to itself, its successors or assigns, the right, without the approval of the Architectural Committee, (i) to combine any two (2) or more Parcels shown on the plat of any subdivision in order to create a modified

building Parcel or Parcels; and (ii) to subdivide any Parcel shown on the plat of any subdivision; provided that no Parcel originally shown on a recorded plat is reduced by more than fifty (50) percent from its original size. Developer may take such other steps as are reasonably necessary to make such replatted or subdivided Parcels suitable and fit as a building site, including, but not limited to, the relocation of easements, walkways and rights-of-way to conform to the new boundaries of the said replatted Parcels.

3.8 Trailers, Boats and Commercial Trucks. Unless approved by the Developer, in writing, no trailers, boats, commercial trucks or other commercial vehicles, travel trailers or the like shall be stored, parked or permitted to remain within the right-of-way of any street within the Subject Property or on any Parcel except in a garage or carport, or except during periods of approved construction on a Parcel. The prohibitions in this Section 3.8 shall not apply to temporary parking of trucks and other commercial vehicles for the providing of commercial services to the Parcel or to the efforts and activities of the Developer in connection with the improvement and development of the Subject Property.

3.9 AmSouth NCNB Covenants and Watershed Covenants. Each Parcel shall be further restricted to residential use and as otherwise set forth in the AmSouth NCNB covenants and the Watershed Covenants. The purchaser of each Parcel, by acceptance of title to the Parcel, shall be deemed to have assumed the obligations of Developer under the AmSouth NCNB Covenants and the Watershed Covenants with respect to his Parcel.

ARTICLE IV

SPECIAL RESTRICTIONS AFFECTING COMMON AREAS

4.1 Purpose. It shall be the intent and purpose of these restrictions and covenants to make provision for and designate, within the Subject Property, Common Areas to be conveyed to or otherwise made available to the Association for use by the Parcel Owners.

4.2 Natural Areas. Certain parts of the Common Areas may be designated by the Developer or the Association, either by notation on a recorded plat or by recorded restrictions, as natural areas. No building, tent, trailer or other structure, either temporary or permanent, may be erected or caused to be placed in any such natural area, except as specifically approved by the Developer or the Association.

4.3 IMPROVEMENT OF COMMON AREAS. DEVELOPER SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO IMPROVE THE COMMON AREAS OR ANY PORTION THEREOF WITH SUCH AMENITIES AS DEVELOPER, IN ITS SOLE DISCRETION, MIGHT DEEM APPROPRIATE. DEVELOPER HAS NO PRESENT PLAN TO MAKE ANY SUCH IMPROVEMENTS, AND NO REPRESENTATION IS HEREBY MADE THAT SUCH WILL OR WILL NOT BE MADE.

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4.4 Use of Common Areas. The Developer expressly reserves to itself, its successors and assigns, including Parcel Owners, every reasonable use and enjoyment of said Common Areas in a manner not inconsistent with the provisions of this Declaration and subject to such limitations and rules and regulations as might be promulgated by the Association.

4.5 Common Areas and Facilities; Conveyance to Association. The Association shall have the right to maintain or help maintain the Common Areas and facilities within StoneBrook which serve the Parcel Owners, including, but not limited to, guard facilities, tennis courts, swimming pools, natural areas, cabanas and like areas available to all Parcel Owners, if any, regardless of whether such Common Areas and facilities are owned by the Developer or have been conveyed to the Association as Common Areas. Developer shall have the right, but not the obligation, at such time or times as may be determined by Developer, in its sole discretion, to convey to the Association as Common Areas all or some of any guard facilities, tennis courts, swimming pools, natural areas, cabanas and other facilities and Common Areas located within StoneBrook.

4.6 Entranceway Improvements and Brook Highland Parkway Rights-of-Way. The Entranceway Improvements, and those portions of the right-of-way of Brook Highland Parkway which are between the paved portions of Brook Highland Parkway and the westerly boundary of the Subject Property, as more particularly identified in Section 3.03 of Article III of the AmSouth NCNB Covenants, shall be kept and maintained, in the manner described in the AmSouth NCNB Covenants, by and at the expense of the Association, as a part of the Common Areas, and same are hereby declared to be a part of the Common Areas.

ARTICLE V

STONEBROOK RESIDENTIAL ASSOCIATION, INC.

5.1 General. The structure of the Association is contained in its Articles of Incorporation and Bylaws, which should be consulted for a full explanation of the rights and obligations appurtenant to membership in the Association. In addition to the other functions of the Association, as set forth herein and in its Articles and Bylaws, the Association shall be responsible for billing, collecting and remitting the assessments levied against the Subject Property pursuant to the Watershed Covenants and in the manner described in Section 3.05(b) and (c) of the AmSouth NCNB Covenants.

5.2 All Parcel Owners Are Members of Association. Every owner of a Parcel located within the Subject Property shall, by virtue of such ownership, be a Member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any Parcel which is within the Subject Property.

5.3 Maintenance Fund; Assessments. In order to (i) provide a fund to maintain, landscape and repair the Common Areas, streets (except those located within a privately owned Parcel), walkways, the items and areas described in Section 4.6 above, and like community areas, maintain the front and side yards and lawns of the Parcels in a clean and orderly condition, provide for pest control when needed and in general provide those

services important to the development and preservation of an attractive community appearance; (ii) fund such sums as are required to be paid with respect to the Subject Property pursuant to the Watershed Covenants and pursuant to the AmSouth NCNB Covenants; and (iii) provide additional funds for such purposes as may be deemed appropriate by the Board of the Association, the Association may each year assess against each Parcel owned by a Member of the Association an annual assessment (which shall be uniform for all Parcels, except as provided in Section 3.05(c) of the AmSouth NCNB Covenants) equal to a specified number of dollars per Parcel. Said assessment may be collected periodically in twelve (12) even monthly installments, quarterly, in one advance annual installment, or in such other manner as the Association deems appropriate.

5.4 Lien. The assessments set forth in Section 5.3 hereof, together with interest thereon (at such rate as the Association might reasonably determine) and the costs of collection thereof (including reasonable attorney's fees) shall be a charge on and shall be a continuing lien (enforceable in the same manner as a mortgage, with power of sale) upon the Parcel against which each such fee, assessment or charge is made.

5.5 Subordination of Lien to Mortgages. The lien of any fee, assessment or charge on a Parcel, as authorized in this Article V, is hereby made subordinate to the lien of any *bona fide* mortgage on such Parcel if, but only if, all fees, assessments and charges levied against such Parcel falling due on or prior to the date such mortgage is recorded have been paid. The sale or transfer of any Parcel pursuant to a mortgage foreclosure proceeding or a proceeding in lieu of foreclosure or the sale or transfer of such Parcel pursuant to sale under power contained in a mortgage on such Parcel shall extinguish the lien for fees and assessments falling due prior to the date of such sale, transfer or foreclosure, but the Association shall have a lien on the proceeds of such sale which shall be senior to the equity of redemption of the mortgagor. The foregoing subordination shall not relieve an owner whose Parcel has been mortgaged of his personal obligation to pay all fees, assessments and charges falling due during the time when he is the owner of such Parcel. In the event of the foreclosure of any mortgage on a Parcel, or a sale in lieu of foreclosure, the purchaser shall accept the deed subject to this Declaration, and such purchaser shall be a Member of the Association and shall be responsible for payment of any fees, assessments or charges authorized by the Association; provided, however, that the Board, in its sole discretion, may at any time, either before or after the mortgaging of any Parcel, waive, relinquish or quitclaim in whole or in part the right of the Association to fees, assessments and other charges collectible by the Association with respect to such Parcel coming due during the period while such Parcel is or may be held by a mortgagee or mortgagees pursuant to such sale or transfer.

5.6 Maintenance of Front and Side Yards of Parcels. The Association shall have the easement, authority and right, but not the obligation, if deemed appropriate by the Board, through its employees, contractors or agents, to maintain the front and side yards of each Parcel or such portions thereof as the Board shall deem appropriate, and to levy an assessment for the expense of such maintenance against the Parcels and Members as provided in Section 5.3 above. The Board shall have the right to determine the extent of the maintenance to be provided by the Association which may include the mowing of the front and side lawns, pruning and replacement of shrubs, trees, and other plants, and watering the grass and other plants. To the extent that the Board determines not to

maintain the front and side yards, or any portions thereof, such maintenance, with respect to each Parcel, shall be the responsibility of the owner of the Parcel.

5.7 Developer's Exemption. The Developer and any Parcel or other portion of the Subject Property owned by the Developer shall be exempt from the payment or levy of any and all assessments by the Association, except with respect to assessments levied pursuant to the Watershed Covenants and the expense of maintaining the items set forth in Section 4.6 thereof, during such time as there are Class B members, as described in the Articles and Bylaws, or until the Developer has conveyed all of its interest in the Subject Property or any portion thereof, whichever shall later occur, unless waived in writing by the Developer.

5.8 Assumption of Obligations of Developer. The Association shall be responsible for and assume all of the obligations of the Developer pursuant to the AmSouth NCNB Covenants with respect to the Common Areas together with and including, but not limited to, the obligation to maintain, replace and repair the improvements and areas described in Section 3.03 of the AmSouth NCNB Covenants, in the manner therein described, and the obligations as defined in Section 6.05 of the AmSouth NCNB Covenants.

ARTICLE VI

EASEMENTS

6.1 Utility Easements. The Developer reserves unto itself, its successors and assigns, a perpetual, assignable and releasable easement and right on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities on, in or over all Common Areas and such other areas as are shown and designated as easement areas on recorded plats; provided, that same are constructed in accordance with the restrictions set forth in Section 4.08(b) of the AmSouth NCNB Covenants; and provided further, that the Developer may cut drainways for surface water wherever and whenever such action may appear to the Developer to be necessary in order to maintain reasonable standards of health, safety and appearance, but no such drainways may be constructed by the Developer on a Parcel after a dwelling has been constructed on such Parcel. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and maintenance, and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any licensee of the Developer, but this reservation shall not be considered an obligation of the Developer to provide or maintain any such utility or service.

6.2 Roads and Streets; Conveyance to Association. The Association shall have the right to maintain or help maintain the roads and streets within StoneBrook, regardless of whether such roads and streets have been dedicated to the public, are owned by the Developer, or have been conveyed to the Association. Developer shall have the right, at such time or times as may be determined by the Developer in its sole discretion, to convey to the Association all or some of the roads and streets within StoneBrook.

Developer shall also have the right to dedicate all or any of such roads and streets owned by Developer to the public. The Developer is under no duty or obligation, express or implied, to maintain the roads and streets within StoneBrook. The Association shall have the right to maintain any and all public and private roads and streets within StoneBrook, and subject to the provisions of Article V hereof, may charge fees or assessments as the Association deems appropriate for the proper maintenance thereof.

ARTICLE VII

GENERAL

7.1 Grantee's Acceptance. The grantee of any Parcel subject to 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 purchase thereof, whether from Developer or a subsequent owner of such Parcel, shall accept such deed or other contract upon and subject to each and all of these restrictions, liens, easements and provisions herein contained.

7.2 Indemnity For Damages. Each and every Parcel Owner and future Parcel Owner, in accepting a deed or contract for any Parcel subject to this Declaration, agrees to indemnify Developer and the Association from and against (i) any damage caused by such Owner, or the contractor, agent, or employees of such Owner, to roads, streets, gutters, walkways or other aspects of public ways, including all surfacing thereon, or to water, drainage or storm sewer lines or sanitary sewer lines owned by Developer or the Association, or for which Developer or the Association has responsibility, at the time of such damage, and (ii) any loss damage, claim or liability that the Developer or Association might suffer, including costs of defense and attorneys' fees, arising out of any breach or violation of the provisions of this Declaration.

7.3 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 and of and from every combination of the provisions and restriction in this Declaration, and the invalidity of any one or more of the provisions hereof shall in no way affect any of the other provisions or restrictions which shall remain in full force and effect.

7.4 Right of Developer to Modify Restrictions With Respect to Unsold Parcels. With respect to any unsold Parcel, Developer may include in any contract or deed hereinafter made or entered into such modifications and/or additions to this Declaration as Developer in its sole discretion desires; provided, however, that this Declaration may not be modified in any contract or deed to except such Parcel from the fee or assessment provisions of Article V hereof, to modify the provisions of Article II hereof respecting architectural controls (except with the written consent of the Architectural Committee), or to lessen or extend the voting rights as provided in the Articles of Incorporation and Bylaws of the Association, and except that same may not be in conflict with the provisions of the Watershed Covenants or the AmSouth NCNB Covenants.

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7.5 Developer's Right to Remove Portions of or Add to the Subject Property. Other provisions herein to the contrary notwithstanding, the Developer shall have the right, at any time, to (i) remove from the provisions of this Declaration, the Articles and Bylaws, any portion or portions of the Subject Property as the Developer might determine, in its sole discretion, provided that, at the time of any such removal, any such portions of the Subject Property are owned by the Developer, and (ii) add to the provisions of this Declaration, the Articles and the Bylaws additional parcels of real property whether presently owned or subsequently acquired by the Developer. Except as otherwise set forth hereinbelow respecting the AmSouth NCNB Covenants, the Developer shall have and does hereby reserve unto itself the power and authority to execute and effectuate, without the approval of any other persons or entities, amendments to this Declaration, the Articles and Bylaws as the Developer shall deem appropriate to amend the legal description of the Subject Property and to carry out and enforce the rights reserved unto itself under this section. Any portions of the Subject Property so removed by the Developer shall no longer be affected or encumbered in any manner by the provisions of this Declaration, the Articles or the Bylaws. Any such removal or amendment, however, shall be subject to the provisions of the AmSouth NCNB Covenants and shall not in any manner amend or affect the AmSouth NCNB Covenants or the extent to which they apply to or are enforceable against the Subject Property.

7.6 No Development Scheme. The size, configuration, style, location and any other of the characteristics of any particular Parcels or improvements thereto shall not in any manner bind or restrict the Developer with respect to the characteristics of the development of any other portion of the Subject Property. The Developer shall have the right, subject to the approval of the Architectural Committee, to redesign and relocate the roads, drives and entrances on the Subject Property and to change the size, configuration, style, location and other characteristics of any lots or Parcels to be created within the Subject Property in such manner as the Developer deems appropriate, subject to the approval of the Architectural Committee, including, but not limited to the right to increase or decrease the size of Parcels and improvements thereupon, develop conventional townhome buildings, and construct stacked unit condominium or apartment buildings of such sizes and configurations as the Developer might deem appropriate.

7.7 Captions. The captions preceding the various sections, paragraphs and subparagraphs of this Declaration are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provision of this Declaration. 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 to the neuter.

7.8 Effect of Violation on Mortgage Lien. No violation of any provision of this Declaration shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the Subject Property; provided, however, that any mortgagee in actual possession, or any purchaser at any mortgagees' or foreclosure sale shall be bound by and subject to this Declaration as fully as any other owner of any portion of the Subject Property.

7.9 No Reverter. No restriction herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

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7.10 Duration and Amendment. The restrictions and provisions contained in this Declaration shall run with and bind the Subject Property, shall inure to the benefit of and shall be enforceable by Developer, the Association, the Architectural Committee, and any Parcel Owner, their respective legal representatives, heirs, successors and assigns until the 31st day of December in the year 2018, after which time said restrictions and provisions shall be automatically extended for successive periods of ten years. Except as hereinafter provided, and except as provided in the AmSouth NCNB Covenants, this Declaration may not be amended in any respect (except with regard to the addition of other property) except by the execution of an instrument signed by not less than seventy-five percent (75%) of the Parcel Owners, which instrument shall be filed for recording in the Probate Office of Shelby County, Alabama, or in such other place of recording as may be appropriate at the time of the execution of such instrument. After December 31, 2018, except as provided in the AmSouth NCNB Covenants, this Declaration may be amended and/or terminated in its entirety by an instrument signed by not less than fifty-five percent (55%) of the Parcel Owners, which instrument shall be filed for recording in the Probate Office of Shelby County, Alabama, or in such other place of recording as may be appropriate at the time of the execution of such instrument. Provided, other provisions herein to the contrary notwithstanding, (i) as long as Developer owns any portion of the Subject Property, Developer may amend the provisions of this Declaration in such manner as Developer, in its sole discretion, deems appropriate, except as limited by the provisions of the AmSouth NCNB Covenants, (ii) the rights of Developer and the rights specifically herein given to the holders of any mortgages upon any Parcel may not be affected without their prior written consent, (iii) the voting and membership rights of the owners of any Parcel may not be altered without the prior written consent of the owners of any Parcel so affected, and (iv) until Developer has conveyed all of its interest in the Subject Property, this Declaration may not be amended without the prior written consent of Developer.

7.11 Enforcement. In the event of a violation or breach of any provision of this Declaration or any amendments thereto by any owner, resident, or employee, agent, or lessee of such owner or resident, the owner(s) of Parcel(s), the Association, Developer, their successors and assigns, or any other party to whose benefit this Declaration inures shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof, to prevent the violation or breach of said restrictions and provisions, to sue for and recover damages or other dues, or 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 or continuation of said violation or the occurrence of a different violation.

Damages shall not be deemed adequate compensation for any breach or 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 injunction as well as any other available relief either at law or in equity.

7.12 Certificate of Violation. In addition to any other rights or remedies available to the Association hereunder or at law or equity, the Association shall have the right to file in the Probate Office of Shelby County, Alabama, a Certificate or Notice of Violation of this Declaration (which violation shall include, without limitation, nonpayment

of the fees, assessments or charges, or failure to comply with architectural guidelines) upon failure of a Parcel Owner to correct a violation of this Declaration within ten (10) days after written notice of the violation has been given by the Association to the Parcel Owner.

7.13 Interpretation by Association. The Association shall have the right to construe and interpret the provisions of this Declaration, and in absence of an adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefited or bound by the provisions hereof.

7.14 Assignment by Association. The Association shall be empowered to assign its rights hereunder and its properties to any successor nonprofit membership corporation (herein referred to as the "Successor Corporation") and, upon such assignment the Successor Corporation shall have all the rights and be subject to all the duties of the Association hereunder.

7.15 No Waiver. The failure of any party entitled to enforce any of the provisions of this Declaration shall in no event be considered a waiver of the right to do so thereafter, as to the 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 II shall be binding on any and all parties as a conclusive determination that such plans are in conformity with this Declaration.

IN WITNESS WHEREOF, this Declaration of Protective Covenants for StoneBrook has been executed by its duly authorized General Partners effective the 20th day of April, 1990.

STONEBROOK DEVELOPMENT COMPANY
An Alabama General Partnership

BY: GIBSON-ANDERSON-EVINS, INC.
An Alabama Corporation
As General Partner

By: L. S. Evins, III
L. S. Evins, III
Its President

BY: PINE BROOK LAKES, INC.
An Alabama Corporation
As General Partner

By: Carter S. Kennedy
Carter S. Kennedy
Its President

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STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that L. S. Evins, III, whose name as President of Gibson-Anderson-Evins, Inc., an Alabama corporation, as General Partner in StoneBrook Development Company, an Alabama general partnership, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, in its capacity as such General Partner.

Given under my hand and official seal this 20th day of April, 1990.

[Signature]
Notary Public

[NOTARIAL SEAL]

My commission expires: 6/10/91

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Carter S. Kennedy, whose name as President of Pine Brook Lakes, Inc., which is a General Partner in StoneBrook Development Company, an Alabama General Partnership, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, in its capacity as such General Partner.

Given under my hand and official seal this 20th day of April, 1990.

[Signature]
Notary Public

[NOTARIAL SEAL]

My commission expires: 6/10/91

EXHIBIT A

A parcel of land situated in the North half of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama, said parcel being part of Lots 18, 20 and 22, Jessica Ingram Property as recorded in Map Book 3, Page 54, in the Office of the Judge of Probate, Shelby County, Alabama, and also part of Lot 16B of A Resurvey of Lots 14 and 16, Jessica Ingram property as recorded in Map Book 6, Page 71, in the Office of the Judge of Probate, Shelby County, Alabama, and also adjoining property being more particularly described as follows:

Commence at the Northeast corner of said Section 31 and run thence West along the North line of said Section 31 for a distance of 1370.00 feet to the Northeast corner of Lot 32, Jessica Ingram Property as recorded in Map Book 3, page 54, in the Office of the Judge of Probate of Shelby County, Alabama; thence turn an angle to the left of 91°-01'-40" and run in a Southeasterly direction for a distance of 495.69 feet to a point; thence turn an angle to the right 5°-17'-40" and run in a Southwesterly direction for a distance of 329.48 feet to the point of beginning; thence continue along last stated course for a distance of 332.60 feet to a point; thence turn an angle to the left of 2°-36'-30" and run in a Southeasterly direction for a distance of 154.59 feet to an iron pin found at the Northeast corner of Lot 16A of a Resurvey of Lots 14 & 16, Jessica Ingram Property as recorded in Map Book 6, page 71, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the right of 87°-48'-58" and run in a Westerly direction along the North line of said Lot 16A for a distance of 671.63 feet to an iron pin; thence turn an angle to the left of 90°-41'-22" and run in a Southerly direction along the West line of said Lot 16A for a distance of 329.92 feet to a point on the North line of a power line easement; thence turn an angle to the right of 90°-41'-40" and run in a Westerly direction along the South line of Lot 16B of said Resurvey and also along said easement for a distance of 613.77 feet to a point on the Easterly right-of-way of Brook Highland Parkway; thence turn an angle to the right of 91°-11'-44" and run in a Northwesterly direction along the East line of said Brook Highland Parkway for a distance of 284.31 feet to a point; thence turn an angle to the right of 90°-00'-00" and run in an Easterly direction along said Brook Highland Parkway for a distance of 4.00 feet to a point on a curve to the right which is concave to the Southeast having a central angle of 51°-05'-57" and a radius of 701.94 feet; thence turn an angle to the left of 90°-00'-00" to the tangent of said curve and run in a northeasterly direction along the arc of said curve for a distance of 626.03 feet to a point; thence turn an interior counterclockwise angle from the chord of said curve of 116°-14'-47" and run in an Easterly direction for a distance of 1032.66 feet to the point of beginning. Said parcel containing 18.06 acres, more or less.

Being a portion of that property conveyed to Amsouth Bank, N.A., as Ancillary Trustee for NCNB, National Bank of North Carolina, as Trustee for the Public Employees Retirement System of Ohio by that certain deed dated December 31, 1986, recorded in Book 107, Page 989 in the Office of the Judge of Probate of Shelby County, Alabama.

A PORTION OF THE AFORESAID PROPERTY HAS BEEN SUBDIVIDED PURSUANT TO THE RECORD MAP OF STONE BROOK, 1ST SECTOR, RECORDED IN MAP BOOK 13, PAGE 135, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA. THE REMAINING PORTION OF SAID PROPERTY HAS NOT YET BEEN SUBDIVIDED, AND THE DEVELOPER HAS AND RESERVES UNTO ITSELF THE RIGHT TO SUBDIVIDE SAID REMAINING PORTION INTO ADDITIONAL LOTS OR PARCELS.

2. Mtg. Tax	\$	42.50
3. Recording Fee	\$	3.00
4. Indexing Fee	\$	
5. No Tax Fee	\$	
6. Certified Fee	\$	1.00