

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

DECLARATION OF PROTECTIVE COVENANTS

FOR

HIGH CHAPARRAL SECTOR B

THIS DECLARATION OF PROTECTIVE COVENANTS (hereinafter referred to as the "Declaration") is made as of this 20th day of October, 1992 by Chelsea Properties, Inc., an Alabama corporation (hereinafter referred to as the "Developer"), which declares that the real property hereinafter described and defined as High Chaparral Sector B, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth (sometimes hereinafter referred to as the "Protective Covenants").

WHEREAS, the Developer is presently the owner of all of the real property described in the Plat of High Chaparral Sector B and the Resubdivision of Lots 48-57 of High Chaparral Sector B and Acreage, as recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Map Book 16, Page 69, and Map Book 16, Page 116, respectively (collectively, "Sector B").

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 Sector B, which benefit all owners of property therein and, to this end, desires to subject said real property, together with such additions thereto as may hereafter be made, to the Protective Covenants, all of which are for the benefit of the said real property and each owner thereof;

NOW, THEREFORE, the Developer declares that the real property described in Section 2.01 hereof, and such additions thereto as may hereafter be made pursuant to Section 2.02 hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the Protective Covenants, all of which shall be construed as and deemed to be covenants running with the land and shall be binding on and inure to the benefit of all parties having a right, title or interest in the said real property, as well as their heirs, successors and assigns.

Inst # 1992-25023

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SHELBY COUNTY JUDGE OF PROBATE
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ARTICLE I

DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

1.01 "Developer" shall mean and refer to Chelsea Properties, Inc. an Alabama corporation or its successors or assigns if such successors or assigns acquire any portion of the Property from the Developer and is designated as successor developer by Developer.

1.02 "Lot" shall mean and refer, to the individual lots (as defined in the Subdivision Regulations of the Shelby County Planning Commission) as reflected on subdivision plat(s) for the Property as recorded in the Office of the Judge of Probate of Shelby County, Alabama, as the same may be amended from time to time.

1.03 "Owner" shall mean and refer to one or more persons or entities who or which have fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.04 "Sector B" or "Property" shall mean and refer to all real property which is presently or may hereafter be subject to this Declaration pursuant to Article II hereof.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION, ADDITIONS THERETO, DELETIONS THEREFROM

2.01 Legal Description. The real property which presently is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Shelby County, Alabama, as described in (i) the Plat of High Chaparral Sector B, prepared by Laurence D. Weygand and recorded in the Office of the Judge of Probate of Shelby County, Alabama in Map Book 16 at page 69, as amended and modified by the Resubdivision of Lots 48-57 of High Chaparral Sector B and Acreage, prepared by Laurence D. Weygand and recorded in the Office of the Judge of Probate of Shelby County, Alabama in Map Book 16 at page 116.

2.02 Additions to Property. The owner of any property who desires to subject it to this Declaration may, with the approval of the Developer, or if the Developer no longer owns any Lots or other parcel within the Property, with the approval of the Owner of a majority of the Lots, file a Supplementary Declaration to that effect in the Office of the Judge of Probate of Shelby County, Alabama. Such

Supplementary Declaration may contain such complementary additions to and modifications of the Protective Covenants as said majority of Owners shall determine to be necessary or proper to reflect the different character, if any, of the additional property, provided they are not inconsistent with the general plan of this Declaration.

2.03 Withdrawals of Property. The Developer may at any time or from time to time withdraw portions of the Property owned by the Developer from this Declaration. The withdrawal of Property as aforesaid shall be evidenced by filing in the Office of the Judge of Probate of Shelby County, Alabama, a Supplementary Declaration setting forth the portions of the Property to be so withdrawn.

2.04 Platting and Subdivision of the Property. The Developer shall be entitled at any time and from time to time, to subdivide, plat and/or re-plat all or any part of the Property, and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portions of the Property.

2.05 Property Reserved by Developer. In accordance with the Declaration of Easement and Restrictive Covenants executed by Developer and recorded in the Probate Office of Shelby County, Alabama as Instrument Number 25020 (the "Easement"), the Developer has reserved a sixteen (16) acre site (the "Site") for equestrian use and, upon the occurrence of certain conditions described in such document, for a swim and tennis facility. Such Site, as reflected on the Plat of High Chaparral Sector B, recorded in Map Book 16, Page 69, in the Probate Office of Shelby County, Alabama, shall be governed by and owned and held in accordance with the terms of the Easement and shall not be deemed to be a Lot under this Declaration.

ARTICLE III

EASEMENTS

3.01 Bridal Path Easement. Developer hereby declares, for the benefit of the Owners, their family members, guests and invitees, a nonexclusive easement over and across the property designated as bridal paths on the record maps for: (i) High Chaparral First Sector, as recorded in Map Book 12, Page 57, in the Probate Office of Shelby County, Alabama; (ii) High Chaparral Sector B, as recorded in Map Book 16, Page 69, in the Probate Office of Shelby County, Alabama, as amended and modified by the Resubdivision of Lots 48-57 of High Chaparral Sector B and Acreage, as recorded in Map Book 16, Page 116, in the Probate Office of Shelby County, Alabama; and (iii) the record map for any other Property now or hereafter subdivided as a part of High Chaparral. The use of said bridal path easements shall be limited to pedestrian activities and to bicycle and horseback riding. No motorized vehicles shall be permitted on the bridal path. Each

Owner whose Lot adjoins and constitutes a part of the bridal path easement shall be responsible for the maintenance of that portion of such easement which is contained within such Owner's Lot. No Owner shall construct any gate, fence or other obstacle which will interfere with the use of the bridal path easement as specified herein.

3.02 Owner's Mutual, Reciprocal, Non-Exclusive, Easement for Ingress and Egress and/or Utilities, Other Services and Drainage. In the event that all of the Owners shall agree, they may elect to create, by having all affected Owners file a declaration in the Office of the Judge of Probate of Shelby County, Alabama, one or more mutual, reciprocal, non-exclusive easement(s) in favor of each Owner, in common with all other Owners, and their respective tenants, employees, guests, invitees, licensees, agents and contractors under, through and over such portions of the Property as are designated therein in order to: (1) permit vehicular and pedestrian traffic over, through and across such areas designated therein as may from time to time be paved and intended and designated for such purposes and use and (2) install, maintain, use, repair and replace wires, pipes, conduits, utility lines, sewer and storm drainage lines and other services located or to be located on the Property. The use of each such easement may be made subject to such terms and restrictions as the Owners may agree and set forth in such declaration.

3.03 Additional Easements and Uses. For so long as the Developer owns any Lot, the Developer, on its own behalf and on behalf of all Owners, who hereby appoint the Developer irrevocably, as their attorney-in-fact for such purposes, shall have the right to grant such additional electric, telephone, landscaping, irrigation, security, maintenance, drainage, gas, cable television and/or other utility, recreational or service easements or facilities (subject to applicable restrictions), in and over strips of land ten (10) feet in width along the rear line of each Lot, strips of land five (5) feet in width along each side line of each Lot, and in any other portion of the Property which in the opinion of the Developer will not unreasonably interfere with any Owner's use of the portion of the Property owned by such Owner, as the Developer shall deem necessary or desirable for the proper operation and maintenance of the Property, or any portion thereof, or for the general welfare of the Owners, or for the purpose of carrying out any provisions of this Declaration, provided (a) any required work is done at the sole cost and expense of the Developer, and after completing such work, the Developer will restore any portion of the Property which was affected to the same or as good a condition as existed immediately before the commencement of such work, and (b) following the completion of such work, the Developer shall cause a survey to be made of the easement showing its location on the Property and cause the same to be recorded in the Office of the Judge of Probate of Shelby County, Alabama. Such right of the Developer shall also include the right to provide for such simultaneous or concurrent usage of any presently existing or additional easements for such purposes, not infringing upon their stated purposes, as it may deem

necessary or desirable, including, but not limited to, their use for the recreational purposes of the Owners, their respective tenants, employees, guests, invitees, licensees and agents.

3.04 Limitations. Any easements which may be created pursuant to this Article shall be appurtenant to and the benefits and burdens thereof shall pass along with the title to every Lot and are further subject to all provisions of this Declaration.

3.05 Additional Documents. All Owners shall be required to execute such other documents as are necessary or convenient to effectuate the intent of this Declaration with respect to all easements which may be created pursuant to this Article.

ARTICLE IV

ARCHITECTURAL CONTROL

4.01 Necessity of Architectural Review and Approval.

(a) All plans and specifications for any structure or improvement whatsoever to be erected on or moved upon any Lot, and the proposed location thereof on any Lot, the construction material, exterior paint and finishes, the roofs, landscaping, and later changes and additions after initial approval thereof, and any remodeling, reconstruction, alteration or additions thereto on any Lot shall be subject to and shall require, before any work is commenced, the approval in writing (the "Letter of Approval") of the Architectural Review Board (the "ARB") established and maintained in accordance with Section 4.02 below. The ARB shall evaluate structures and other improvements as to harmony of external design and location in relation to surrounding structures and topography. The scope of review by the ARB shall be limited to exterior appearance only and shall not include any responsibility or authority to review for structural soundness, interior design or compliance with building or zoning codes or standards. Commencement of construction before receipt of a Letter of Approval from the ARB, a copy of which must be signed by the Owner and returned to the ARB for retention, is strictly prohibited.

(b) No improvement or structure of any kind, including, without limitation, any building, fence, wall, sign, mailbox, lighting system, irrigation system, site paving, grading, parking lot, screen enclosure, sewer, drain, disposal system, decorative building, landscaping, landscape device or object, shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration therein, thereof or thereto be made, unless and until the ARB shall have approved the plans and specifications with respect thereto as provided in Section 4.02 below.

4.02 Architectural Review Board. The architectural review and control functions shall be administered and performed by the ARB, which shall consist of not more than three (3) persons. So long as the Developer owns any Lots in the Property, the members of the ARB shall be appointed by, and serve at the pleasure of, the Developer. Neither the members of the ARB, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. After the termination of control by the Developer, the Owners of a majority of the Lots shall have the power to appoint the members of the ARB or to withdraw from the ARB or restore to it any of its powers and duties.

4.03 Powers and Duties of the ARB. The ARB shall have the following powers and duties:

(a) To require submission to the ARB of plans and specifications for any improvement or structure of any kind, and any change, modification or alteration thereof, including, without limitation, any such improvement or change to any building, fence, wall, sign, lighting system, site paving, grading, screen enclosure, sewer, drain, disposal system, landscaping or landscape device or object, the construction or placement of which is or is proposed upon any Lot or the Property. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the ARB and shall include but not necessarily be limited to:

1. An accurately drawn and dimensional plot plan showing all building set-backs, easements, drives and walks.

2. Foundation plan, floor plan, exterior elevations of buildings as they will actually appear after all back filling and landscaping is done from finished ground up. (The back filling sketch may be drawn by a builder.)

3. All plans must include a summary specifications list of proposed materials and samples of exterior materials which cannot be adequately described on the plans, and of materials with which the committee is unfamiliar.

The ARB may also require such additional information as reasonably may be necessary for the ARB to evaluate completely the proposed structure or improvement in accordance with this Declaration. All information submitted to the ARB shall be delivered to the office of Developer at such address as may be provided to the Owner in writing or as may be reflected by the ARB in a duly recorded instrument filed in the Probate Office of Shelby County, Alabama.

(c) To approve or disapprove the submitted plans and specifications for any improvement or structure as hereinabove described prior to commencement of construction of such improvement

or structure. The ARB shall have a period of ten (10) days from the date of receipt of such submission, to approve or disapprove any plans or specifications submitted to it for approval. If the ARB shall fail to approve or disapprove such submission within said ten (10) day period, the same shall be deemed to have been approved. The approval by the ARB of plans and specifications submitted for its approval, as herein specified, shall not be deemed to be a waiver by the ARB of the right to object to any of the features or elements embodied in such plans or specifications if and when the same features and elements are embodied in any subsequent plans and specifications submitted for approval for use on other Lots. Prior to the use or occupancy of any improvement or structure constructed or erected on any Lot, the Owner thereof shall apply for certification from the ARB that the construction thereof has been completed in accordance with the plans and specifications approved by the ARB. In the event that the ARB shall fail, for a period of ten (10) days from the date of receipt of such application, to give or deny such certification, the same shall be deemed to have been given. If any improvement or structure as aforesaid shall be completed, changed, modified or altered without the prior approval of the ARB, or shall not be completed, changed, modified or altered in accordance with the approvals granted by the ARB, then the Owner shall, upon and in accordance with a demand by the ARB, cause the property, improvement or structure either to be restored to its original condition or to comply with the plans and specifications as approved by the ARB, and shall bear all costs and expenses of such restoration or compliance, including the costs and reasonable attorneys' fees of the ARB. Notwithstanding the aforesaid, after the expiration of one year from the date of final completion of any such improvement or structure, such improvement or structure shall be deemed to comply with all of the provisions hereof unless prior to the expiration of said one year period either notice to the contrary shall have been recorded in the office of the Judge of Probate of Shelby County, Alabama or legal proceedings shall have been instituted to enforce such compliance. Any agent or member of the ARB may at any reasonable time enter any building or property subject to the jurisdiction of the ARB which is under construction or on or in which the agent or member may believe that a violation of the protective covenants in this Declaration is occurring or has occurred. The ARB may, from time to time, delegate to a person or persons the right to approve or disapprove plans and specifications and to issue such certification.

(d) To adopt fees which shall be designed to reimburse the ARB for the necessary and reasonable costs incurred by it in processing requests for ARB approval of any matters under its jurisdiction. Such fees, if any, shall be payable to the ARB, in cash, at the time that any application for approval is sought from the ARB.

4.05 Limitation of Liability. Neither the ARB nor any architect, engineer or agent thereof nor the Developer shall be

responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications. Neither the ARB nor any member thereof shall be liable to any Owner for any action taken, or omitted to be taken, by the ARB or the members thereof in the performance of their respective duties hereunder.

ARTICLE V

RESTRICTIONS

5.01 Construction of Improvements.

(a) During all construction, all vehicles involved, including those delivering supplies, must enter the Lot's building site only on the driveway or proposed driveway only so as not to damage unnecessarily trees, street paving and curbs. The ARB shall have the right to repair any damage not repaired after 10 days written notice and to charge the Owner a reasonable cost for such repair, which charge shall constitute a lien upon such Lot enforceable by appropriate proceedings at law or equity. During construction, the homes, garages and building sites must be kept clean. All building debris, stumps, trees, etc. must be removed from each Lot by Owner or his agents as often as necessary to keep the Lot attractive. Such debris will not be dumped in any area of the Property.

(b) Upon the commencement of construction of any improvement on a Lot, work thereon must be prosecuted diligently and continuously and must be completed within 12 months from date of commencement of construction.

5.02 Use Restrictions. Except for that portion of the Property described in Section 2.05 hereof, 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 erected 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 sheep, cows, goats, pigs or ground fowl; provided that an Owner shall be permitted to keep not more than one horse per acre, and the usual household pets so long as all pets are kept on the Owner's Lot (no dog kennels shall be permitted); and

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

Any Owner may request from the ARB at any time a determination of whether a projected use of its Lot is permitted. A certificate to that effect signed by the ARB shall be deemed to be dispositive of that issue.

5.03 Lot Size. No Lot shall be subdivided unless otherwise permitted in Article II of this Declaration.

5.04 Limitation on Size and Location of Structures.

(a) No structure shall be erected, altered, placed or permitted to remain on any Lot other than a main single family dwelling not to exceed two stories, a private garage for not more than four cars and one outbuilding. Notwithstanding anything to the contrary herein, the Developer shall be permitted to construct and maintain on one Lot only a structure and related facilities designed and used as a sales center for the marketing of real estate including the Lots subject to these covenants and adjoining land and improvements thereon owned by the Developer.

(b) No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat for the Property. No building shall be located on any lot nearer than 60 feet to the front Lot line, or nearer than 50 feet to any side lot line. For the purpose of this covenant, eaves and steps, shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.

(c) Each main structure residential building, exclusive of areas which are not heated and cooled, shall not be less than 2,000 square feet on the ground floor of any one-story building; not less than a total of 2,200 square feet in the case of a 1-1/2 story building, with a minimum of 1,600 square feet of the 2,200 square feet being on the first floor; and not less than 2,500 square feet in the case of a 2-story building with a minimum of 1,300 square feet being on the first floor.

(d) The ARB, in its discretion, shall have the right to modify or grant a variance for any of the restrictions and requirements set forth in this Section 5.04 with respect to any Lot(s) within the Property upon the request for a variance from such requirements by the Owner of such Lot. If the ARB grants such request, the nonconforming improvements shall not be deemed to be in violation of these Covenants. The granting or denial of a request for

a variance shall not be binding upon the ARB, nor shall it have any precedential value, on any further variance requests by an Owner.

5.05 Exterior Lighting. Exterior lighting shall be subject to the review of the ARB.

5.06 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.

5.07 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 ARB as not to be visible from any road 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.

(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.

5.08 Temporary Structures. No structure of a temporary character, trailer, tent or shack shall be used at any time as a residence either temporarily or permanently. There shall be no occupancy of any dwelling until the interior and exterior of the dwelling is completed and a certificate, or other satisfactory evidence, of completion is received and approved by the ARB.

5.09 Fences and Hedges. Chain link or any other wire fences shall not be used. A wooden fence, decorative wall or privacy screen may be used but shall be subject to approval of the ARB.

5.10 Signs. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than two (2) square feet, one sign of not more than six 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 ARB. No signs shall be nailed to trees. So long as it owns any Lots within the Property, the

Developer shall have the right to place signs on or about the Property for the purpose of advertising the Property and promotion the sale of Lots.

5.11 Garages. Garage openings will not be permitted on the front of houses unless approved by the ARB. In cases where it is unavoidable, electric automatic door closers shall be encouraged.

5.12 HVAC Equipment.

(a) Outside air conditioning units may not be located in the front yard or visible from the front of the dwelling.

(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.

5.13 Satellite Dishes. The use 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 and the planting of trees and shrubs (hiding the satellite dish from view) must be submitted to the ARB for written approval prior to the installation.

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

5.15 Enforcement. If a determination is made by the ARB that any of the restrictions in this Article V are being or have been violated upon any Lot, then the ARB shall so notify the Owner in writing, specifying the violation. If within thirty (30) days from such notification, the ARB shall make a second determination that sufficient progress has not been made to remedy the violation, the ARB 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 and the ARB may treat all such costs and expenses therefor as a charge which shall become a lien of the ARB on the affected Lot enforceable by appropriate proceedings at law or in equity.

ARTICLE VI

NATURE OF PROTECTIVE COVENANTS; DEFAULTS AND REMEDIES

6.01 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 twenty-five (25) 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.

6.02 Default. Violation or breach of any of the Protective Covenants shall constitute a default hereunder. Any person given the right to enforce the Protective Covenants herein set forth may provide written notice thereof to any Owner.

6.03 Remedies for Default. The existence of any default which has not been cured within thirty (30) days of the notice specified above 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.

6.04 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.

6.05 Effect of Violation on Mortgage Lien. No violation of any restriction or covenant contained herein shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any Lot; provided, however, that any mortgagee in actual possession, or any purchaser at any foreclosure sale shall be bound by and subject to this Declaration as fully as any other Owner of any Lot within the Property.

6.06 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 VII

AMENDMENT OF DECLARATION

7.01 Amendment By Developer or Owners. An amendment may be proposed by written instrument signed by the Developer or by the owners of not less than one-fourth (1/4) of the Lots. After an amendment has been proposed, the Developer, or in the alternative, the owner of a Lot, shall deliver written or printed notice of a meeting of the Owners, stating the time and place thereof, and reciting the proposed amendment or amendments in reasonably detailed form. Such notice shall be delivered or mailed to the Owners not less than ten (10) days nor more than fifty (50) days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to each Owner at the street address of his Lot, the postage thereon being prepaid. Any Owner may, by written waiver of notice signed by such Owner, waive such notice, and such waiver, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such Owner. At such meeting, the amendment or amendments proposed must be approved by the affirmative vote of Owners who own not less than two-thirds (2/3) of all of the Lots in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments to the Declaration shall be transcribed and certified by the Developer, or alternatively, by the Owners of two-thirds (2/3) of the Lots, as having been duly adopted, and the original or executed copy of such amendment or amendments so certified and executed with the same formalities as a deed shall be recorded in the Office of the Judge of Probate of Shelby County, Alabama within twenty (20) days from the date on which the same became effective, such amendment or amendments to specifically refer to the recording identifying the Declaration. Thereafter, a copy of said amendment or amendments, in the form in which the same were placed of record, shall be delivered to all of the Owners, but mailing or delivering a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any Owner shall be recognized if such Owner is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the person giving notice of the meeting at or prior to such meeting.

7.02 Restrictions on Amendment.

(a) No amendment shall materially adversely affect the rights of any Owner or group of Owners, unless such Owner or all Owners so adversely affected shall consent thereto.

(b) No amendment shall materially adversely affect the rights and priorities of any mortgagees holding a mortgage of record

on any Lot or change the provisions of this Declaration with respect to said mortgagees, unless all mortgagees of record so adversely affected shall consent thereto.

(c) No amendment shall be made to this Declaration so long as the Developer owns any Lot, unless the Developer shall consent thereto. Such consent may be withheld by the Developer for any reason or no reason at all.

7.03 Scrivener's Error. Notwithstanding the foregoing amendment provisions, any scrivener's error or omission may be corrected by the filing of an amendment to this Declaration consented to by Developer and any Owners or mortgagees of record directly affected by the amendment. No other Owner is required to consent to any such amendment. If there appears to be any other omissions or errors in this Agreement, scrivener's or otherwise, and such error or omission does not materially adversely affect the rights and interests of any other party, then such error or omission may be corrected by the filing of an amendment to this Declaration executed by the Developer without the consent of any other party.

ARTICLE VIII

GENERAL PROVISIONS

8.01 Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed by United States mail, postage paid, to the street address of the Lot owned by such Owner.

8.02 Severability. Invalidation of any provision or provisions hereof by judgment or court order shall in no way affect any previous other provision, all of which shall remain in full force and effect.

8.03 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Alabama.

8.04 Captions. The captions and titles of the various Articles and Sections in this Declaration are for convenience of reference only, and in no way define, limit or describe the scope or intent of this Declaration.

8.05 Usage. Whenever used herein the singular shall include the plural and the singular, and the use of any gender shall include all genders.

8.06 Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of any provisions of this Declaration, and any covenant and restriction contained in any deed or other conveyance of a Lot, then the provisions of this Declaration shall prevail.

8.07 Effective Date. This Declaration shall become effective upon its recordation in the Office of the Judge of Probate of Shelby County, Alabama.

IN WITNESS WHEREOF, the undersigned has duly executed this Declaration as of the date first above written.

DEVELOPER:
CHELSEA PROPERTIES, INC., an Alabama corporation

By: James H. Esha
Its: President

The undersigned, as mortgagee of all the property included in Sector B and encumbered by this Declaration, does hereby consent to the terms and provisions of such Declaration as set forth herein.

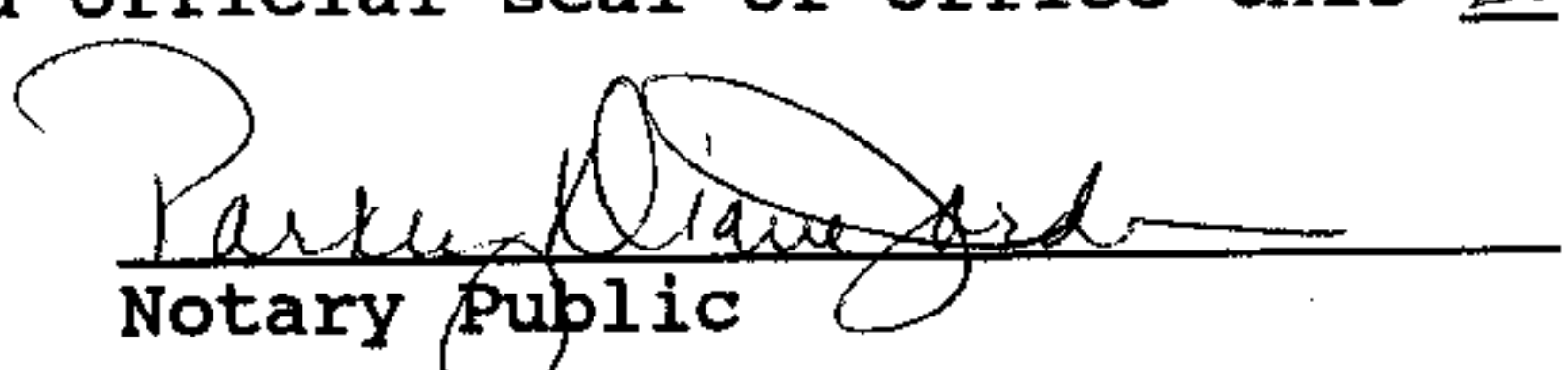
FIRST ALABAMA BANK

By: [Signature]
Its: Vice President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that James H. Estes, whose name as President of Chelsea Properties, Inc., a corporation, is signed to the foregoing Declaration and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Declaration of Protective Covenants, 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 of office this 20th day of October, 1992.

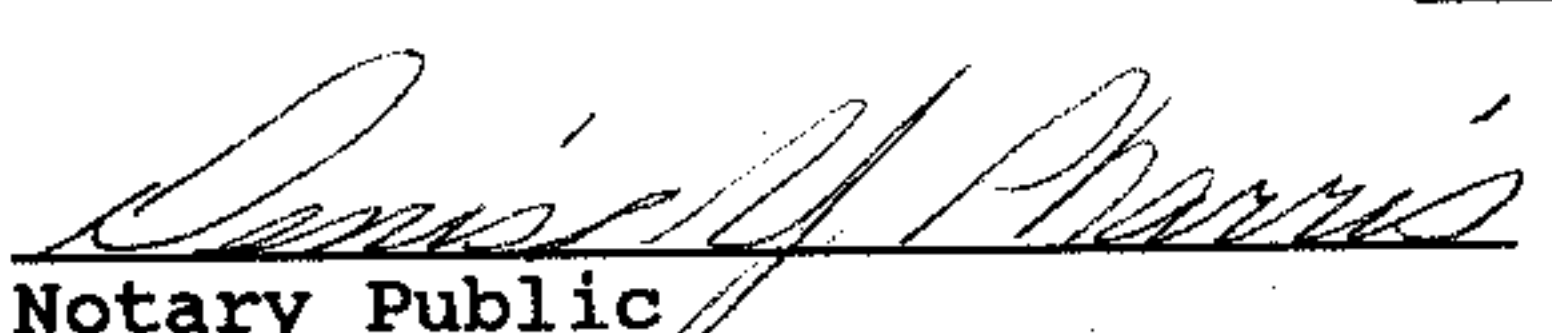

Notary Public

My Commission Expires: 2-7-93

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Charles L. Watkins, Jr., whose name as Vice President of First Alabama Bank, an Alabama banking association, is signed to the foregoing Declaration and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Declaration, he, as such officer and with full authority, executed the same voluntarily for and as the act of said association.

Given under my hand and official seal of office this 28th day of October, 1992.


Notary Public

MY COMMISSION EXPIRES DECEMBER 11, 1993

My Commission Expires: _____

This instrument was prepared by Parkey D. Jordan, 3000 SouthTrust Tower, 420 North 20th Street, Birmingham, Alabama 35203.

10165286

Inst. # 1992-25023

10/28/1992-25023
04:49 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

016 MCD 45.00