

STATE OF ALABAMA
COUNTY OF SHELBY

Inst # 1993-17479

DECLARATION OF PROTECTIVE COVENANTS

06/16/1993-17479
08:42 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
007 MCD 21.50

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, NORTH SHELBY PARTNERS, ARE THE OWNERS OF THE FOLLOWING DESCRIBED LOTS SITUATED IN THE SUBDIVISION KNOWN AS CAMBRIDGE POINTE, ARE OF SHELBY COUNTY, ALABAMA;

LOTS 1 THROUGH 43, PHASE ONE, CAMBRIDGE POINTE AS RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA IN MAP BOOK 17 PAGE 59.

WHEREAS, CAMBRIDGE POINTE DESIRES TO SUBJECT ALL OF THE NUMBERED LOTS IN THE ABOVE SURVEY TO COVENANTS, TERMS, CONDITIONS, RESTRICTIONS, AND LIMITATIONS HEREINAFTER SET FORTH.

NOW THEREFORE, THE UNDERSIGNED DOES HEREBY EXPRESSLY ADOPT THE FOLLOWING PROTECTIVE COVENANTS, CONDITIONS AND LIMITATIONS FOR SAID SUBDIVISION FOR SAID LOTS, TO-WIT:

THAT SAID PROPERTY AND EACH LOT LOCATED IN SAID SUBDIVISION SHALL BE AND THE SAME ARE HEREBY SUBJECT TO THE FOLLOWING CONDITIONS, LIMITATIONS AND RESTRICTIONS.

I. EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS

- A. ALL LOTS IN THE TRACT SHALL BE KNOWN AND DESCRIBED AS RESIDENTIAL LOTS AND SHALL BE USED FOR SINGLE-FAMILY RESIDENTIAL PURPOSES EXCLUSIVELY.
- B. NO STRUCTURE SHALL BE ERECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON ANY RESIDENTIAL BUILDING LOT OTHER DETACHED SINGLE-FAMILY DWELLINGS NOT TO EXCEED TWO STORIES, 30 FEET IN HEIGHT, AND A PRIVATE GARAGE FOR NOT MORE THAN FOUR CARS.
- C. NOTWITHSTANDING ANYTHING TO THE CONTRARY HERIN, THE UNDERSIGNED OR THEIR ASSIGNS, SHALL BE PERMITTED TO CONSTRUCT AND MAINTAIN ON ONE LOT ONLY A STRUCTURE AND RELATED FACILITIES DESIGNED AND USED AS A SALES CENTER OF THE MARKETING OF REAL ESTATE INCLUDING THE LOTS SUBJECT TO THESE COVENANTS AN ADJOINING LAND AND IMPROVEMENTS THEREON OWNED BY THE UNDERSIGNED OR THEIR ASSIGNS.
- D. NO BUILDING SHALL BE LOCATED NEARER THAN 20 FEET FROM THE FRONT LOT LINE. NO BUILDING SHALL BE LOCATED NEARER THAN 20 FEET TO ANY SIDE STREET LINE. NO BUILDING SHALL BE LOCATED NEARER THAN 8 FEET TO AN INTERIOR LOT LINE. NO BUILDING SHALL BE LOCATED ON ANY INTERIOR LOT NEARER THAN 15 FEET TO THE REAR LOT LINE. FOR THE PURPOSE OF THIS COVENANT, EAVES, STEPS, AND OPEN DECKS OR TERRACE SHALL NOT BE CONSTRUED TO PERMIT ANY PORTION OF A BUILDING, ON A LOT, TO ENCROACH UPON ANOTHER LOT.

J. HARRIS Dev. Corp.
1109 TOWNHOUSE RD.
HELENA, AL 35080

- E. EACH MAIN STRUCTURE OF A RESIDENTIAL BUILDING, EXCLUSIVE OF OPEN PORCHES, GARAGES AND BASEMENTS SHALL MEET THE FOLLOWING SIZE RESTRICTIONS: ALL HOMES SHALL HAVE A MINIMUM OF 1000 SQUARE FEET OF HEATED AREA; NO BASEMENT AREA CAN BE CONSIDERED FINISHED AREA.
- F. NO MORE THAN A SINGLE FAMILY UNIT SHALL OCCUPY ANY DWELLING HOUSE.
- G. NO LOT, ONCE DIVIDED AND RECORDED BY THE UNDERSIGNED OR THEIR ASSIGNS, SHALL BE FURTHER SUBDIVIDED.
- H. NO ALUMINUM SIDING SHALL BE PERMITTED TO BE INSTALLED ON THE FRONT EXTERIOR OF ANY STRUCTURE OR RESIDENTIAL BUILDING CONSTRUCTED ON A LOT.

II. GENERAL REQUIREMENTS

- A. IT SHALL BE THE RESPONSIBILITY OF EACH LOT OWNER TO PREVENT DEVELOPMENT OR OCCURENCE OF ANY UNCLEAN, UNSIGHTLY OR UNKEPT CONDITIONS OF BUILDINGS OR GROUNDS ON SUCH LOT WHICH SHALL TEND TO DECREASE THE BEAUTY OF THE SPECIFIC AREA OR OF THE NEIGHBORHOOD AS A WHOLE.
- B. NO WEEDS, UNDERBRUSH OR OTHER UNSIGHTLY GROWTH SHALL BE PERMITTED TO GROW OR REMAIN UPON ANY PART OF THE PROPERTY AND NO REFUSE PILE OR UNSIGHTLY OBJECTS SHALL BE ALLOWED TO BE PLACED OR SUFFERED TO REMAIN UPON ANY PART OF THE PROPERTY, INCLUDING VACANT PARCELS. THE UNDERSIGNED RESERVED THE RIGHT (AFTER 10 DAYS NOTICE TO THE OWNER) TO ENTER ANY RESIDENTIAL LOT DURING NORMAL WORKING HOURS FOR THE PURPOSE OF MOWING, REMOVING, CLEANING OR CUTTING UNDERBRUSH, WEEDS, OR OTHER UNSIGHTLY GROWTH AND TRASH WHICH IN THE SOLE OPINION OF THE UNDERSIGNED DETRACTS FROM THE NATURAL BEAUTY AND SAFETY OF THE SUBDIVISION AND MAY CHARGE THE OWNER A REASONABLE COST FOR SUCH SERVICES, WHICH CHARGE SHALL CONSTITUTE A LIEN UPON SUCH LOT BY APPROPRIATE PROCEEDINGS AT LAW OR EQUITY. THIS PROVISION SHALL NOT APPLY TO THE UNDERSIGNED OR THEIR ASSIGNS DURING THE SALES AND DEVELOPMENT PERIOD, SUCH SALES PERIOD TO EXTEND UNTIL THE LAST LOT IS SOLD BY THE UNDERSIGNED.
- C. NO ANIMALS, LIVESTOCK, OR POULTRY OF ANY KIND SHALL BR RAISED, BRED OR KEPT ON ANY LOT, EXCEPT DOGS, CATS, OR OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT KEPT, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSES.
- D. NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED ON UPON ANY LOT NOR SHALL ANYTHING BE DONE THERON WHICH MAY BE OR BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.
- E. NO OILDRILLING, OIL DEVELOPMENT OPERATION, OIL REFINING, QUARRYING OR MINING OPERATIONS OF ANY KIND SHALL BE PERMITTED UPON, OR IN ANY LOT NOR SHALL OIL WELLS, TANKS, TUNNELS, MINERAL EXCAVATIONS OR SHAFTS BE PERMITTED UPON ANY LOT. NO DERRICK OR OTHER OTHER STRUCTURE DESIGNED FOR USE IN BORING FOR OIL OR NATURAL GAS SHALL BE ERECTED, MAINTAINED OR PERMITTED UPON ANY LOT.

- F. 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 COMMITTEE AS NOT TO BE VISIBLE FROM ANY ROAD WITHIN SIGHT DISTANCE OF THE 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.
- G. NO STRUCTURE OF A TEMPORARY CHARACTER, OR TRAILER, BASEMENT, TENT, OR SHACK SHALL BE USED AT ANY TIME AS A RESIDENCE, EITHER TEMPORARILY OR PERMANENTLY. THERE SHALL BE NO OCCUPANCY OF ANY DWELLING UNTIL THE INTERIOR AND EXTERIOR OF THE DWELLING IS COMPLETE AND A CERTIFICATE, OR OTHER SATISFACTORY EVIDENCE, OF COMPLETION IS RECEIVED BY AND APPROVED BY THE COMMITTEE.
- H. NO FENCE, WALL, HEDGE, OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AT ELEVATIONS BETWEEN 2 AND 6 FEET ABOVE THE ROADWAYS SHALL BE PLACED OR PERMITTED TO REMAIN ON ANY CORNER LOT WITHIN THE TRIANGULAR AREA FORMED BY THE STREET PROPERTY LINES AND A LINE CONNECTING THEM AT POINTS 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 10 FEET FROM THE INTERSECTION OF A STREET PROPERTY LINE WITH THE EDGE OF A 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 LINES.
- I. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE SIGN OF NOT MORE THEN SIX (6) SQUARE FEET ADVERTISING PROPERTY FOR SALE OR RENT, OR SIGNS USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD. ALL SIGNS SHALL COMPLY WITH DESIGN SPECIFICATION OF THE ARCHITECTURAL CONTROL COMMITTEE.
- J. DURING ALL CONSTRUCTIONS, ALL VEHICLES INCLUDING THOSE DELIVERING SUPPLIES, MUST ENTER THE BUILDING LOT ON THE DRIVEWAY ONLY AS APPROVED BY THE UNDERSIGNED SO AS NOT TO UNNECESSARILY DAMAGE TREES, STREET PAVING AND CURBS. ANY DAMAGE NOT REPAIRED TH THE CONTRACTOR WILL BE REPAIRED BY THE UNDERSIGNED (AFTER 10 DAYS WRITTEN NOTICE) AND WILL BE CHARGED TO THE CONTRACTOR (OR OWNER) AT A REASONABLE COST FOR SUCH SERVICES, WHICH CHARGE SHALL CONSTITUTE A LIEN UPON SUCH LOT ENFORCEABLE BY APPROPRIATE PROCEEDINGS AT LAW OR EQUITY. DURING CONSTRUCTION, ALL BUILDERS MUST KEEP THE HOMES, GARAGES AND BUILDING SITES CLEAN. ALL BUILDING DEBRIS, STUMPS, TREES, ETC. MUST BE REMOVED FROM EACH BUILDING LOT BY THE BUILDER AS OFTEN AS NECESSARY TO KEEP THE HOUSE AND LOT ATTRACTIVE. SUCH DEBRIS WILL NOT BE DUMPED IN ANY AREA OF THE SUBDIVISION.

- K. WHEN THE CONSTRUCTION OF ANY BUILDING IS ONCE BEGUN, WORK THEREON MUST BE PROSECUTED DILIGENTLY AND CONTINUOUSLY AND MUST BE COMPLETED WITHIN 6 MONTHS.
- L. ALL YARDS WILL BE SODDED ON THE FRONT AND SIDES EXCEPT WHERE THERE ARE LANDSCAPING SHRUBS AND/OR BARK ISLANDS. REAR TO BE SEEDED AND HAYED AND ANY ADDITIONAL AREA DISTURBED, RESTORED TO ITS NATURAL STATE.
- M. FENCES MAY BE CONSTRUCTED TO THE REAR OF THE DWELLING HOUSE, BUT NONE SHALL BE CONSTRUCTED NEARER THE FRONT OF THE LOT THAN THE REAR MOST PORTION OF ANY DWELLING HOUSE, EXCEPT THESE SPECIFICALLY APPROVED BY IN WRITING BY THE ARCHITECTURAL CONTROL COMMITTEE. ALL FENCE MATERIAL AND DESIGN MUST BE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. BRICK AND/OR WOOD MATERIAL IS TO BE USED WITH AN APPROVED DESIGN. NO CHAIN LINK FENCING WILL BE ALLOWED.
- N. NO CLOTHESLINE OR ANY OTHER APPARATUS FOR THE PURPOSE OF HANGING CLOTHES OR LAUNDRY SHALL BE PERMITTED TO BE PLACED IN A LOCATION THAT IS VISIBLE FROM ANY STREET IN THE SUBDIVISION.
- O. OUTSIDE AIR CONDITIONING UNITS MAY NOT BE LOCATED IN THE FRONT YARD, ONLY ON THE SIDE OR REAR AS REQUIRED.
- P. NO PLUMBING OR HEAT VENT SHALL BE PLACE ON THE FRONT OF HOUSE, ONLY ON THE SIDE OR REAR AS REQUIRED. ALL UTILITY METERS SHALL BE LOCATED ON THE SIDE OR REAR OF THE HOUSE AND LANDSCAPE SCREENED.
- Q. NO SATELLITE DISH SHALL BE ALLOWED, EXCEPT AS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE.
- R. DESIGN OF ALL MAIL BOXES AND POSTS MUST BE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. THE ARCHITECTURAL CONTROL COMMITTEE SHALL DEVELOP A STANDARD PLAN INCLUDING THE POST AND BOX WHICH SHALL BE USED.
- S. ALL WINDOWS SHALL BE DOUBLE PANE ALUMINUM. NO ALUMINUM, VINYL OR STEEL SIDING SHALL BE USED ON THE FRONT EXTERIOR AND ALL SIDING SHALL BE LESS THAN TEN INCHES (10") IN WIDTH. ALL ROOF PITCHES MUST BE EIGHT (8) TO TWELVE (12) FEET OR GREATER.

III. ENTRANCE SIGN EASEMENT

- A. LOTS 1 AND 43 SHALL HAVE A SIGN EASEMENT WHICH SHALL ALLOW ACCESS BY THE DEVELOPER OR A SUBSEQUENTLY ESTABLISHED HOMEOWNERS ASSOCIATION FOR THE PURPOSE OF MAINTAINING THE ENTRANCE SIGNS FOR THE SUBDIVISION.

IV. ARCHITECTURAL CONTROL COMMITTEE AND PLAN APPROVAL

- A. THESE RESTRICTIONS SHALL PROVIDE FOR AN ARCHITECTURAL CONTROL COMMITTEE. A MAJORITY OF THE COMMITTEE MAY DESIGNATE A REPRESENTATIVE TO ACT FOR IT. IN THE EVENT OF DEATH OR RESIGNATION OF ANY MEMBER OF THE COMMITTEE, THE REMAINING MEMBERS SHALL HAVE FULL AUTHORITY TO

DESIGNATE A SUCCESSOR. NEITHER THE MEMBERS OF THE COMMITTEE, NOR ITS DESIGNATED REPRESENTATIVES SHALL BE ENTITLED TO ANY COMPENSATION FOR SERVICES PERFORMED PURSUANT TO THIS COVENANT. AFTER FIVE (5) YEARS FROM THE DATE OF THE ORIGINAL RECORDING OF THESE COVENANTS AND UPON THE DEVELOPMENT OF AT LEAST NINETY PERCENT (90%) OF THE LOTS OF THE SUBDIVISION FOR SINGLE-FAMILY RESIDENTIAL USE BY THE CONSTRUCTION THEREON OF SINGLE-FAMILY RESIDENTIAL DWELLING IN ACCORDANCE WITH THE TERMS HEREOF AND OCCUPANCY SAID DWELLING UNITS BY INDIVIDUAL OWNER TENANT OCCUPANTS AND THEN RECORD OWNERS OF A MAJORITY OF THE LOTS SHALL HAVE THE POWER, THROUGH A DULY RECORDED WRITTEN INSTRUMENT, TO CHANGE THE MEMBERSHIP OF THE COMMITTEE OR TO WITHDRAW FROM THE COMMITTEE OR RESTORED TO IT ANY OF ITS POWER AND DUTIES.

- B. ANY REMODELING, RECONSTRUCTION, ALTERNATIONS OR ADDITIONS TO THE INTERIOR OF AN EXISTING RESIDENCE SHALL NOT REQUIRE THE WRITTEN APPROVAL OF THE COMMITTEE, BUT SHALL COMPLY WITH ALL RESTRICTIONS AND COVENANTS.
- C. ALL PLANS FOR ANY STRUCTURE OR IMPROVEMENT WHATSOEVER TO BE ERECTED ON OR MOVED UPON OR TO ANY LOT OR LOTS, THE EXTERIOR CONSTRUCTION MATERIAL, THE ROOFS, AND ANY LATE CHANGES OR ADDITIONS TO THE EXTERIOR OF THE BUILDING OF ANY LOT AFTER INITIAL APPROVAL THEREOF SHALL BE SUBJECT TO AND REQUIRE THE APPROVAL IN WRITING OF THE COMMITTEE BEFORE ANY WORK IS COMMENCED. CONSTRUCTION MAY NOT BE STARTED BEFORE RECEIPT OF A LETTER OF APPROVAL FROM THE COMMITTEE, A COPY OF WHICH MUST BE SIGNED BY THE BUILDING OR THE OWNER AND RETURNED TO THE COMMITTEE FOR RETENTION.
- D. THE COMMITTEE'S APPROVAL OR DISAPPROVAL AS REQUIRED IN THESE COVENANTS SHALL BE IN WRITING. IN THE EVENT THE COMMITTEE, OR ITS DESIGNATED REPRESENTATIVES, FAILS TO APPROVE OR DISAPPROVE SUBMITTED PLANS AND SPECIFICATIONS WHICH HAVE BEEN PROPERLY SUBMITTED TO IT, WITHIN TWELVE (12) BUSINESS DAYS AFTER RECEIPT OF THE SAME, THEN SUCH PLANS AND SPECIFICATIONS SHALL BE DEEMED TO HAVE BEEN APPROVED BY THE COMMITTEE AND THE RELATED COVENANTS HEREIN SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH. THE COMMITTEE MAY, HOWEVER, APPROVE ANY PLANS OR CHANGES UPON SHORTER NOTICE THAN TWENTY (20) BUSINESS DAYS, AT THE COMMITTEE'S OPTION.
- E. NEITHER THE COMMITTEE NOR ANY ARCHITECT OR AGENT THEREOF NOR THE DEVELOPER SHALL HAVE BE RESPONSIBLE TO CHECK FOR ANY DEFECTS IN ANY PLANS OR SPECIFICATIONS SUBMITTED, REVISED OR APPROVED NOR FOR ANY STRUCTURAL OR OTHER DEFECTS IN ANY WORK DONE ACCORDING TO SUCH PLANS AND SPECIFICATIONS.
- F. THE UNDERSIGNED RESERVE FOR THEMSELVES, THEIR SUCCESSORS AND ASSIGNS THE RIGHT TO USE, OR DEDICATE TO THE STATE OF ALABAMA AND/OR TO THE APPROPRIATE UTILITY COMPANY OR COMPANIES, RIGHTS-OF-WAY OR EASEMENTS ON, OVER, ACROSS OR UNDER THE GROUND TO ERECT , MAINTAIN AND USE UTILITIES, ELECTRIC AND TELEPHONE POLES, WIRES, CABLE, CONDUIT, STORM SEWERS, SANITARY SEWERS, CONVENIENCES OR UTILITIES ON, IN AND OVER STRIPS OF LAND TEN (10) FEET IN WIDTH ALONG THE REAR PROPERTY LINE OF EACH LOT AND (5) FEET IN WIDTH ALONG EACH SIDE LINE OF EACH LOT.

- G. THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE COMPOSED OF JACK D. HARRIS, MIKE KENT, DON MARTIN, RICKEY DOUGLAS AND DENNIS ELLISON. EACH MEMBER OF THE COMMITTEE SHALL HAVE ONE (1) VOTE AND IN THE EVENT OF DISAGREEMENT A MAJORITY VOTE SHALL HAVE CONTROL.

V. MISCELLANEOUS

- A. EACH AND EVERY COVENANT AND RESTRICTION CONTAINED HEREIN SHALL BE CONTAINED HEREIN SHALL BE CONSIDERED TO BE AN INDEPENDENT AND SEPARATE COVENANT AND AGREEMENT, AND IN THE EVENT ANY ONE OR MORE OF SAID COVENANTS OR RESTRICTIONS SHALL, FOR ANY REASON, BE HELD TO BE INVALID OR UNENFORCEABLE, ALL REMAINING COVENANTS AND RESTRICTIONS SET FORTH HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT.
- B. THE UNDERSIGNED AND ONLY THE UNDERSIGNED MAY INCLUDE IN ANY CONTRACT OR DEED HEREAFTER ANY ADDITIONAL COVENANTS AND RESTRICTIONS THAT ARE NOT INCONSISTENT WITH AND WHICH DO NOT LOWER THE STANDARDS OF THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN.
- C. THE COVENANTS AND RESTRICTIONS HEREIN SHALL BE DEEMED TO BE COVENANTS RUNNING WITH THE LAND. IF ANY PERSON SHALL VIOLATE OR ATTEMPT TO VIOLATE ANY RESTRICTIONS OR COVENANTS, IT SHALL BE LAWFUL FOR THE UNDERSIGNED OR ANY PERSON OR PERSONS OWNING ANY LOT IN SAID SUBDIVISION: (1) TO PROSECUTE PROCEEDING AT LAW FOR THE RECOVERY OF DAMAGES AGAINST THE PERSON OR PERSONS SO VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT OR RESTRICTION, OR (2) TO MAINTAIN A PROCEEDING IN EQUITY AGAINST THE PERSON OR PERSONS SO VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT OR RESTRICTION FOR THE PURPOSE OF PREVENTING SUCH VIOLATION; PROVIDED, HOWEVER, THAT THE REMEDIES CONTAINED IN THIS PARAGRAPH SHALL BE CONSTRUED AS CUMULATIVE OF ALL OTHER REMEDIES NOW OR HEREAFTER PROVIDED BY LAW.
- D. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT AFTER A PERIOD OF FIVE (5) YEARS FROM THE DATE OF RECORDING OF PROTECTIVE COVENANTS AND THE OWNERS OF FIFTY PERCENT (50%) OR MORE OF THE LOTS IN THE SUBDIVISION MAY UPON WRITTEN NOTIFICATION TO THE REMAINING LOT HOLDERS MODIFY, CHANGE, DELETE OR ABOLISH SAID PROTECTIVE COVENANTS. A NOTICE OF SAID INTENTION TO CHANGE, MODIFY, DELETE OR ABOLISH SAID RESTRICTIVE COVENANTS SHALL BE GIVEN BY SENDING NOTICE THEREOF BY CERTIFIED MAIL TO THE ADDRESS OF THE OWNER OF EACH LOT IN THE SUBDIVISION.
- E. IT IS UNDERSTOOD AND AGREED THAT CONDITIONS, LIMITATIONS AND RESTRICTIONS, SET FORTH HEREIN SHALL ATTACH TO AND RUN WITH THE LAND FOR A PERIOD OF 25 YEARS FROM THE DATE OF RECORDING OF THESE PROTECTIVE COVENANTS AT WHICH TIME SAID RESTRICTIONS AND LIMITATIONS SHALL BE AUTOMATICALLY EXTEND FOR SUCCESSIVE PERIODS OVER TEN YEARS, HOWEVER, THESE EXTENSIONS SHALL NOT AFFECT THE RIGHT OF OWNERS OF FIFTY PERCENT (50%) OR MORE OF THE LOTS TO CHANGE, ALTER, DELETE OR ABOLISH THESE RESTRICTIVE COVENANTS.

IT IS EXPRESSLY AGREED THAT THE OWNERS OF ANY LOT WHICH IS OFFERED FOR RESALE MUST FIRST OFFER SAID LOT AND/OR IMPROVEMENTS TO M&K HOMES, INC., DON MARTIN

CONSTRUCTION CO., INC., PROFESSIONAL HOMEBUILDERS, INC. OR RICKEY DOUGLAS, D/B/A DOUGLAS BUILDERS AT THE SAME PRICE WHICH THEY WOULD HAVE OFFERED SAID LOT AND/OR IMPROVEMENT TO A PURCHASER. SAID COMPANIES SHALL HAVE THE OPTION TO ACCEPT OR REJECT SAID OFFER TO REPURCHASE WITHIN SEVEN (7) DAYS.

NORTH SHELBY PARTNERS

Jack D. Harris
BY: JACK D. HARRIS

STATE OF ALABAMA
SHELBY COUNTY

I, THE UNDERSIGNED, A NOTARY PUBLIC, DO HEREBY CERTIFY THAT JACK D. HARRIS, A PARTNER OF NORTH SHELBY PARTNERS, EXECUTED THE FOREGOING DOCUMENT IN MY PRESENCE AND ACKNOWLEDGED THAT HE DID SO OF HIS OWN FREE WILL WITH FULL UNDERSTANDING OF IT'S CONTENTS ON THIS THE 15th DAY OF JUNE, 1993.

James H. Lynn
NOTARY PUBLIC

MY COMMISSION EXPIRES OCTOBER 24, 1996

MY COMMISSION EXPIRES: _____

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