

STATE OF ALABAMA)  
COUNTY OF SHELBY)

DECLARATION OF RESTRICTIVE COVENANTS FOR  
OAKCREST SECTOR TWO

KNOW ALL MEN BY THESE PRESENTS: That:

WHEREAS: Randall H. Goggans ("the Developer"),  
has heretofore acquired fee simple title to certain real  
property situated in Shelby County, Alabama and has  
subdivided such property (the Subdivision) into twelve (12)  
lots (herein "Lots") as described in map and survey of  
Oakcrest Sector Two, ( the Map) as recorded in Map Book  
2C , Page 129 A&B  
in the Probate Office of Shelby County, Alabama (the  
"Property").

WHEREAS, the Developer desires to develop a residential  
estate subdivision to be known as Oakcrest Sector Two and in  
doing so to subject the Property to the restrictions and  
covenants set forth in this Declaration of Restrictive  
Covenants for Oakcrest Sector Two (herein "the Declaration")  
and

WHEREAS, the Developer desires to subject each Lot owner  
as herein defined to membership in Oakcrest Sector Two  
Homeowners Association Inc., ( The "Association").

NOW, THEREFORE, the Developer does, upon recording  
hereof, declare and make the Property and each of the Lots

01/22/1996-02205  
03:12 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
1 027 NCB 73.50

Inst # 1996-02205

now or hereafter included in the subdivision of the Property subject to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Declaration, all of which are declared to be in furtherance of a plan for the improvement of the Property in a desirable and uniform manner, and all of which shall run with the land and shall be binding on all persons, firms or corporations having or acquiring any right, title or interest in the Property, the Lots, or any part(s) thereof, and shall be for the benefit of each such Owner of Property or interest therein, and shall inure to the benefit of and be binding of and be binding upon each successor in interest to the Owners thereof.

#### **ARTICLE I**

##### **Land Use**

1. The Property will be used for residential purposes only and not for any business or trade.

#### **ARTICLE II**

##### **Building Requirements**

1. **MINIMUM STRUCTURE SIZE OF PRIMARY DWELLING.** No Lot shall contain more than one primary dwelling (the "Dwelling") and

no primary dwelling shall be erected on any Lot if such dwelling contains less than 2200 square feet of living space, for a single story dwelling, and not less than 2600 square feet of living space for a 1 1/2 story or 2 story dwelling, with no less than 1650 square feet on the main level.

Living space is defined as heated and finished areas and does not include porches, garages, basements, carports or attics.

2. **EXTERIOR MATERIAL.** No Dwelling or out building as hereinafter allowed shall use the following materials which shall be visible on the exterior of any such building: (a) concrete block; or (b) stucco over concrete block.

3. **DRIVEWAYS.** All driveways servicing any Lot shall be asphalt.

4. **BUILDING LOCATION.** No structure, other than fences, shall be located any closer than 50 feet from High Crest Drive (the "ROAD") nor shall any structure other than fences be located any closer than 35 feet from any non-Road Lot line.

5. **FENCING.** The Architectural Control Committee shall have the right to approve any proposed fencing. No fences to be located within 200 feet of the Road shall be constructed of wire or chain link. Only wooden fencing or fencing approved by the Architectural Control Committee will be allowed.

Notwithstanding the foregoing, no fencing of any kind shall be allowed within thirty (30) feet of the right-of-way line of High Crest Road.

6. **TEMPORARY STRUCTURES AND OUTBUILDINGS.** No mobile homes or temporary dwellings shall be built and used for residential purposes. Guest houses and other outbuildings shall, subject to the approval of the Architectural Control Committee, be allowed.

7. **DESIGN CRITERIA.** The objective of the Architectural Control Committee hereinafter established is to provide for the quality development of all of the Lots within the subdivision.

8. **SEPTIC TANKS.** All septic tanks must be of an improved type, such tanks together with adequate field lines must be approved and completely acceptable to the Shelby County Health Department. No septic tank or field line shall be constructed within 20 feet of an adjoining property line. No sewer or drainage lines shall be constructed or laid which shall empty on or become a nuisance to an adjoining Lot or Property line.

9. **WINDOWS.** Only wooded or aluminum clad wooden windows are permitted on any side of the structure facing High Crest Road.

10. **THE ROOF.** Pitch on any residence shall not be less than 8 and 12 unless first approved in writing by the Architectural Control Committee.

11. **NO** residence shall have an open carport or front drive unless specifically approved in writing by the Architectural Control Committee.

12. **ALL PORCHES** on the front sides of any dwelling shall be supported by the foundation of the structure.

13. **ALL** dwellings will have brick, stone or dryvit type product on all four sides of the foundation, no exposed block. All homes are to be of traditional styling and approved in writing by the Architectural Control Committee.

14. **NO CANTILEVERED** chimney shall be allowed on the front or sides of any structure. All chimney chases on the front and side shall be supported by the foundation of the structure and shall be constructed of the same material as used in the foundation. Cantilevered chimney chases may be allowed on the rear by specific approval of the Architectural Control Committee. Bay windows on the front or side of the dwelling must have a bottom return.

15. **GARAGES.** Garage doors shall not be permitted on the front of houses. In cases where it is unavoidable due to terrain, the garage shall be of sheetrock and painted. Unless located on the side or rear of the house.

16. **CONSTRUCTION OF IMPROVEMENTS.** When the construction of any building is once begun, work thereon must be prosecuted diligently and continuously and must be completed within 12 months.

17. **ALL** roof vents and pipes shall be painted as near the color of the roof as possible, and shall be located on the rear of the structure and not be viewed from the street.

18. **UPON** the completion of a residence all front and side yards which are not left in a natural state will be landscaped with solid sod. The rear yard may be sprigged, seeded, or solid sod, or left in a natural state.

### **ARTICLE III**

#### **ARCHITECTURAL CONTROL COMMITTEE**

1. **APPROVAL OF ARCHITECTURAL CONTROL COMMITTEE.** No structure, building, or fence shall be commenced, erected, placed, moved onto or permitted to remain on any Lot, nor shall any existing structure upon any Lot within the Property be altered in any way which materially changes the exterior appearance thereof until same is submitted to and approved by the Architectural Control Committee (herein "the Committee"). The Committee will be provided with such plans and specifications which will be in a form and shall contain such information, as may be required by the Architectural



Control Committee and shall include but not necessarily be limited to:

A. a site plan of the Lot showing the location, height, and exterior design (including a summary of all proposed materials together with samples of exterior materials and paint colors) of all buildings and improvements proposed to be constructed on the Lot; paint colors preferable should be earth tone. Bright colors are discouraged; and

B. a grading, and drainage plan for the Lot.

C. Any remodeling, reconstruction, alterations or additions to an existing residence shall require the written approval of the Architectural Control Committee.

2. **COMPOSITION OF THE COMMITTEE.** The Architectural Control Committee (the "Committee"), until termination or modified pursuant to Article III, Paragraph 10 as hereinafter set out shall be composed of the Developer until such time as the Developer has sold all of the Lots within the Property. At such time as the Developer has sold all of the lots, the Committee shall be comprised of three (3) individuals who are Lot Owners who are elected by a majority of the fee simple Owners of the Lots within the Property and at such time, the affirmative vote of a majority of the members of the Committee shall be required in order to issue any permit and authorizations set forth herein.

3. **EVIDENCE OF APPROVAL.** The approval of the Committee shall be evidenced by written permit executed by one or more of the members of the Committee and counter-signed by the applicant therefor. The written permit shall be executed in duplicate with one copy to be retained by the applicant.

4. **BASIS FOR DISAPPROVAL OF PLANS.**

A. The scope of review by the Committee shall be limited to appearance and improvement location only. The purpose of the Committee is to promote quality development on the Lots and not necessarily to impose requirements concerning the type of structure or the design of such structures in such Lots.

**THE COMMITTEE DOES NOT ASSUME OR ACCEPT BY THE FILING HEREOF ANY RESPONSIBILITY OR AUTHORITY TO REVIEW FOR STRUCTURAL SOUNDNESS, COMPLIANCE WITH BUILDING OR ZONING CODES OR STANDARDS, OR ANY OTHER FACTORS.**

B. The Committee shall have the right to disapprove any plans and specifications submitted for approval for any of the following reasons:

- (1) failure of such plans and specifications to comply with the covenants and restrictions herein set forth;
- (2) failure to include information in such plans and specifications as may have been reasonably requested by the Committee;
- (3) reasonable objection to the exterior design, appearance or materials proposed to be used in any proposed structure;



- (4) incompatibility of use of any proposed structure or improvement with existing structures or uses upon other Lots in the Property;
- (5) objection to the site plan, clearing plan, drainage plan for any special parcel;
- (6) failure of plans to take into consideration the particular topography, vegetative characteristics, and natural environs of the Lot;
- (7) any other matter which, in the judgement of the Committee, would render the proposed structure, improvement, or uses inharmonious with the general plan of improvement of the Property or with structures, improvements, or uses located upon Lots in the Property.

C. In any case where the Committee shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, the disapproval shall be accompanied by a statement of the grounds upon which such actions were based. If no response is made by the Committee within a thirty (30) day period after submission of such plans and specifications, it shall be deemed that such plans and specifications are approved. In any such case the 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.

5. **RETENTION OF COPY OF PLANS.** Upon approval by the Committee of any plans and specifications, as approved, shall

be deposited for permanent record with the Committee, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same.

6. **FAILURE TO OBTAIN APPROVAL.** If any structure or improvement shall be altered, erected, placed or maintained upon any Lot, or any new structure or improvement commenced on any Lot other than in accordance with plans and specifications approved by the Committee pursuant to the provisions of this Article III, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this covenant, and without the approval required herein, and upon written notice from the Committee, any such structure or improvement as altered, erected, placed or maintained shall be corrected as to extinguish such violation. If fifteen (15) days after the notice of such violation the Owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or correction of the same, the Committee shall have the right, through its agents and employees, to enter upon such Lot and to take such steps as may be necessary to extinguish the violation and the cost thereof shall be a binding, personal obligation of such owner as well as a lien

(enforceable in the same manner as a mortgage) upon the Lot in question. The lien provided in this paragraph shall not be valid as against a bona fide purchaser (or bona fide mortgage) of the Lot in question unless a suit to enforce said lien shall have been filed in a court of record in Shelby County prior to the recordation among the Land Records of Shelby County of the deed (or mortgage) conveying the Lot in question to such purchaser (or subjecting the same to such mortgage).

7. **CERTIFICATE OF COMPLIANCE.** Upon completion of the construction or alteration of any structure or improvement in accordance with the plans and specifications approved by the Committee, the Committee shall, upon written request of the Owner thereof, issue a certificate of compliance in form suitable for recordation, identifying such structure or improvement and the Lot on which such structure or improvement is placed, and stating that the plans and specifications, the location of such structure or improvement and the use or uses to be conducted thereon have been approved and that such structure or improvement complies with the requirements of the Committee. Preparation and recording of such certificate shall be at the expense of such Owner. Any certificate of compliance issued in accordance with the

provisions of this Article III, Paragraph 7, shall be prima facie evidence of the facts therein stated, and as to any purchaser or encumbrance in good faith and for value, or as to any title insurer, such certificate shall be conclusive evidence that all structures or improvements on the Lot and the use or uses described therein comply with all the requirements of this Article III, and with all other requirements of this Article III, and with all other requirements of this Declaration as to which the Committee exercises any discretionary or interpretive powers.

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

9. **WAIVER OF LIABILITY.** Neither the Committee nor any architect nor agent thereof, nor Developer, nor any partner, agent, or employee of any of the foregoing, shall be responsible in any way for (i) any failure of structures or

improvements to comply with requirements of this Declaration, although a certificate of compliance has been issued; (ii) any defect in any plans and specifications submitted, revised, or approved in accordance with the foregoing provisions; or (iii) any structural or other defects in any work done according to such plans and specifications, and all persons submitting any such plans and specifications, and all persons relying thereon, agree not to sue or claim against the entities and persons referred to in this Section 9 for any cause arising out of the matters referred to in this Section 9 and further agree to and do hereby release said entities and persons for any and every such cause.

#### 10. DURATION.

A. The rights of the Developer as to the Architectural Control Committee shall terminate upon the earlier of:

- (i) the date that the Developer has sold the last Lot he owns within the Subdivision and Property; and
- (ii) the resignation or inability of the Developer to perform on the Committee.

B. After the Developer's involvement with the Committee has ended, the Committee shall be comprised of at least three (3) people who are fee simple Lot owners and are designated by a majority vote of the fee simple Lot Owners.



C. Inactivity of the Committee shall not be deemed a waiver of the rights of the Committee.

#### ARTICLE IV

##### ROADWAY

A. **ROADWAY.** The road ("the Road") accessing the Lots existing on the Property is a private road. The Developer does hereby grant to each Lot and each Lot shall enjoy as an appurtenance a non-exclusive easement for ingress, egress and utilities, which easement shall run with the land. To have and to hold forever. Each Lot over which the Road runs is hereby subject to such easement. The easement established herein shall be thirty (30) feet from both sides of the center line of the Road as shown on the Record Map of the Property and as it physically exists, notwithstanding the physical width of the Road, that is to say, the Road as defined herein is a sixty (60) foot right-of-way. This aspect of the Declaration is not subject to termination for any reason. The Developer hereby grants, bargains, sells and conveys the Road to the Association. To have and to hold forever.

##### B. **ROAD MAINTENANCE.**

(i) The Developer shall maintain the Road for a period of one (1) year from the date of the recording of this Declaration (herein "the Developer Maintenance Period"). The Developer



shall install stone columns on each side of the Roadway as it enters the Property on the West side approximately 3 to 4 feet in height with a wall extending on either side of such columns approximately 20 to 30 feet. The Developer shall seal the Road with a one (1) inch seal coat of asphalt prior to the expiration of the Developer Maintenance Period and shall provide a letter of credit or other security in favor of the Lot owners other than the Developer in an amount equal to the cost of providing such seal.

(ii) After the Developer Maintenance Period has expired, the Road shall be maintained by the Association, each Lot owner bearing one (1) share of any such expense authorized by the Association. One (1) share shall be the percentage of such expense derived from a fraction wherein one (1) is the numerator and the number of Lots subject to these covenants is the denominator. An affirmative vote of at least a majority of the members of the Association shall be necessary to effectuate any improvement, repair or maintenance of the Road unless such repairs are required by any governmental authority having jurisdiction, in which case such repairs or maintenance required by such authority shall be binding on all of the owners. The provisions of Article V Paragraph 17,

shall apply to road maintenance so long as the Road is a private road, notwithstanding any earlier termination of these covenants.

C. **CONVERSION TO A PUBLIC ROAD.** (i) The Road may be offered for dedication to the appropriate governmental authority as a public road at any time upon the affirmative vote of 2/3 of the owners of the Lots ( "the Requisite vote").

(ii) Upon obtaining the Requisite Vote, all cost of dedication, including any expense necessary to upgrade the Road, shall be divided equally between the Lot owners. By accepting an instrument granting title to a Lot within the subdivision ( whether legal or equitable, by deed, mortgage or otherwise), any person so obtaining title to a Lot shall be deemed to have granted to any or all of the other owners of Lots, a power of attorney coupled with an interest in order to accomplish an authorized dedication as provided for herein.

D. Each Lot owner shall indemnify and hold harmless the other Lot owners from and against any cause of action, claims or demand caused by any Lot owner's (their invitees or guest) damage to the Roadway.

E. Notwithstanding anything to the contrary contained

herein, that certain real property (the "35 Acres") shown on the Map as "NOT A PART", which 35 Acres is located northerly of the Road shall be entitled to the use of the Road for ingress, egress and utilities.

## ARTICLE V

### Miscellaneous

1. **ANIMALS.** No dog kennels for commercial purposes will be allowed. No cows, swine or chickens will be allowed, and no commercial breeding of any animal will be allowed.
  2. **No obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Property.**
- Without limiting the generality of the foregoing, it is the intent of the Developer and these covenants to restrict the use of the Property and any Lot therein which will detract from a high quality residential estate subdivision.
- Accordingly, no commercial vehicle or any inoperable motor vehicle shall be allowed on the Property or any Lot therein which is visible from High Crest Road. No Lot shall be used as a dumping ground for rubbish, trash, garbage or other waste, and such shall not be kept except in sanitary containers which permanent location of such sanitary containers shall not be visible from High Crest Road. Each

Lot shall be maintained in a neat and orderly fashion at least to the extend of visibility from High Crest Road, this includes the yard and any shrub beds. No satellite, microwave dishes or television or radio antennas shall be placed on any Lot unless approved in writing by the Architectural Control Committee, but in no event shall satellite, microwave dishes or televisions or radio antennas be visible from the street. No Lot shall be cultivated for crops of any sort, except for gardens of reasonable size, which is to be located in the rear of the dwelling.

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

4. **It** is the intent of the Developer to preserve for present and future Lot Owners a heavily wooded physical environment in which a maximum amount of existing vegetation is preserved in undisturbed state, typical of an oak-hickory forest, and that each Lot Owner in the Development shall observe the following restrictions regarding removal and restoration of vegetation: no more than fifty percent (50%) of the trees may be removed; any clearing cutting or pastureland must be

approved by the Architectural Control Committee and must be located behind the home and no closer than thirty (30) feet from the boundary line.

5. **During** all construction, all vehicles, including those delivering supplies, must enter the building Lot on the driveway only as approved by the Committee so as not to unnecessarily damage trees, and street paving. Any damage not repaired by the contractor will be repaired by the Committee (after ten (10) days written notice) and will be charged to the Lot Owner at a reasonable charge 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 site 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 Property.

6. **No** Lot shall be sold or used for the purpose of extending any public or private road, street, or alley, for the purpose of opening any road, street, or alley, except by the prior written consent of the Committee.

7. **No** basketball goal or similar object may be installed



nearer the street than the front building line of the dwelling. The backboard will be clear or smoked flexiglass construction and the supporting structure shall be painted dark green.

8. **All** mailboxes shall be of a standard design and type as determined by the Committee.

9. **No** Lot in said subdivision may be subdivided or replatted without the express written consent and approval of the Architectural Control Committee, the appropriate government agency and 2/3 of Property Owners with each owner having one (1) vote per Lot owned.

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

11. **INDEMNITY FOR DAMAGES.** Each and every Lot Owner and future Lot Owner, in accepting a deed or contract for any Lot subject to the Declaration, agrees to indemnify Developer for any damages 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 for which Developer has responsibility, at the time of the damage.

12. **SEVERABILITY.** Every one of the provisions and restrictions is hereby declared to be independent of, and severable from the rest of the provisions and restrictions and of and from every other one of the provisions and restrictions and of and from every combination of the provisions and restrictions.

13. **OWNER.** As used herein, "Owner" shall mean the record fee title Owner of a Lot within the Subdivision, whether such ownership is by one or more person and or entity.

The 35 Acres as defined in Article IV paragraph E and the owner(s) thereof shall be entitled to join the Association and become subject to these covenants so long as:

(a) The owner(s) of the 35 Acres subjects the 35 Acres to these covenants and the Association: and

(b) No parcel within the 35 Acres is less than five acres in size.

14. **EFFECTS OF VIOLATION ON MORTGAGE LIEN.** No violation of any 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 Property, and Lot therein; 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 portion of the Property, any Lot therein.

15. **NO REVERTER.** No restriction herein is intended to be, or shall be construed as a condition subsequent or as creating a possibility of reverter.

16. **DURATION AND AMENDMENT.** The restrictions contained in this Declaration shall run with and bind the Property and, shall inure to the benefit of and shall be enforceable by Developer, the Architectural Control Committee, and the Owner of any Lot included in the Property, their respective legal representatives, heirs, successors and assigns until the 31st day of December, 2015, after which time said restrictions shall be automatically extended for successive periods for 10 years. The termination aspects set forth herein do not apply to the Road or the maintenance thereof. This Declaration may not be amended in any respect except by the execution of an instrument shall be filed for 2/3 of the Lot Owners, which instrument shall be filed for recording among the Land Records of Shelby County, Alabama, or in such other place of

recording as may be appropriated at the time of the execution of such instrument. After December 31, 2015, this Declaration may be amended and or terminated in its entirety by an instrument signed by not less than a majority of the Lot Owners, which instrument shall be filed for recording among the Land Records of Shelby County, Alabama, or in such other place of recording as may be appropriate at the time of the execution of such instrument.

17. **ENFORCEMENT.** In the event of a violation or breach of any of these restrictions or any amendments thereto by any Owner of a Lot, or employee, agent, or lessee of such Owner, the Owner(s) of Lot (s), Developer, their successors and assigns, or any party to whose benefit these restrictions inure 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, to sue for and recover damages for any amounts required to be paid hereunder, or take all such courses of action at the same time, or such legal remedy deemed appropriate. No delay or failure on the part of an aggrieved party to initiate and available remedy set forth herein shall be held to be a waiver 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 different violations. 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. Any party to proceeding who succeeds in enforcing a restriction or enjoining the violation of a restriction against a Lot Owner may be awarded a reasonable attorney's fee against such Lot Owner, and shall have the right to place recorded lien on any Lot for the purpose of securing the payment of any amounts owing by a Lot Owner under this Declaration and such lien may be enforced in the same manner as foreclosure of a mortgage under the Laws of the State of Alabama.

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

19. All Lot owners shall maintain their Lot and the improvements thereon in a neat and orderly fashion.

20. **MODIFICATION OF THESE COVENANTS BY DEVELOPER.**

Notwithstanding anything to the contrary contained herein, the Developer reserves the right to unilaterally modify these covenants with respect to any Lot Owned by Developer at any time without the necessity of obtaining approval from any Lot Owner or Lot Mortgagee. Any such modification shall only apply to Developer Owned Lot (s).

21. First Alabama Bank, by executing this document, indicates its express consent to be bound by the terms of this Declaration and further expressly acknowledges that its mortgage, as it appears in Instrument *1995 36320*, in the Office of the Judge of Probate, Shelby County, Alabama, is expressly subservient to and subject to the easement grant and conveyance to the Association as set forth in Article IV, Paragraph A above and expressly acknowledges that any foreclosure of its mortgage shall not in any way disturb such easement and conveyance as it appears as an appurtenance to the Lots, that is to say that anyone acquiring title to a Lot ( including First Alabama Bank ) through a foreclosure of the First Alabama Bank mortgage as referred to herein shall take such title to such Lot subject to the said easement and



conveyance to the Association. This Paragraph shall be binding on First Alabama Bank, its successors and assigns.

22. Oakcrest Sector Two Homeowners Association, Inc. (The "Association"). By accepting a deed to a Lot, as an appurtenance to such Lot, an Owner shall become a member of the Oakcrest Sector Two Homeowners Association, Inc. and be subject to the Articles of Incorporation and By-Laws of such Association as they exist and are from time to time amended.

23. **Randall H. Goggans**, by his execution of the Declaration, agree that his interest as it appears, in the Property, any Lot contained in the Property, is subordinate and subject to this Declaration.

IN WITNESS WHEREOF, the undersigned, as the owner of the Property, has caused this Declaration to be executed as of the 18<sup>th</sup> day of January, 1996.

First Alabama Bank

Ronald B Roberts  
BY: Vice President

Randall H. Goggans  
Randall H. Goggans

Oakcrest Sector Two Homeowners Association, Inc.

Randall H. Goggans  
BY: Randall H. Goggans its Incorporator



STATE OF ALABAMA)

Jefferson COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that RANDALL H. GOGGANS, whose name 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 foregoing instrument he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 18<sup>th</sup> day of January, 1996.

  
Notary Public  
My Commission Expires: 2/5/99

STATE OF ALABAMA )

Jefferson COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Randall H. Goggans, whose name as Incorporator of OAKCREST SECTOR TWO HOMEOWNERS ASSOCIATION, INC., a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he as such office and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and seal this 18<sup>th</sup> day of January, 1996.

  
Notary Public  
My Commission Expires 2/5/99

STATE OF ALABAMA )

Jefferson COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Donald B. Roberts whose name as vice President of FIRST ALABAMA BANK, a state banking institution, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said state banking institution on the day the same bears date.

Given under my hand and seal this 18<sup>th</sup> day of January, 1996.

[Signature]  
Notary Public  
My Commission Expires: 2/5/99

Inst # 1996-02205

01/22/1996-02205  
03:12 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
027 HCB 73.50