

STATE OF ALABAMA)
COUNTY OF SHELBY)

DECLARATION OF EASEMENTS, PROTECTIVE COVENANTS
AND RESTRICTIONS FOR
COLLETON LAKE, A RESIDENTIAL SUBDIVISION

THIS DECLARATION OF EASEMENTS, PROTECTIVE COVENANTS, AND RESTRICTIONS (the "Declaration") is made as of this 7th day of February, 1996, by Colleton, an Alabama general partnership ("Developer"), who declares that the real property hereinafter described is and shall be divided, developed, 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, Developer has developed certain real property located in Shelby County, Alabama, into a residential subdivision with single family lots and Common Areas principally consisting of Lakes, private roads and surrounding acreage ("Common Areas") as part of a planned community to be known as Colleton Lake (the "Development") the purpose of which is primarily for recreational use by Owners and their families;

WHEREAS, Developer desires to establish and enforce uniform standards of development quality and to provide for the effective preservation of the appearance and value of the property, which benefit all owners of property therein and, to this end, desires to subject said real property to the Protective Covenants, all of which are for the benefit of the said Property and each owner thereof;

WHEREAS, Developer desires to establish certain protective and restrictive covenants providing for the maintenance and repair of the Common Areas and for the regulation of the use of such Common Areas, and to this end, desires to subject the property herein described, together with such additions thereto as may hereafter be made, to the easements, restrictions and covenants of this Declaration, all of which are for the benefit of said property and each owner thereof;

WHEREAS, Developer has created a limited liability company ("Association") to which it has delegated the responsibility for the management and regulation of the Common Areas and assigned the powers of enforcing the provisions of this Declaration and any additional covenants and restrictions that are placed against property that is now or may hereafter be included in the Development and of levying assessments against the owners of lots within the Development to enable the Association to perform such obligations;

NOW, THEREFORE, Developer does hereby declare that all of that certain real property situated in Shelby County, Alabama which is more particularly described in Exhibit B attached hereto and incorporated herein by this reference, and the rights acquired by Developer for the benefit of the owners of such property under the instruments listed on Exhibit A attached hereto and incorporated herein by this reference, shall be held, developed, improved, transferred, sold, conveyed, occupied and used subject to the following easements, covenants, conditions, restrictions, charges, liens and regulations, which shall be binding upon and inure to the benefit of all parties acquiring or having any right, title or interest in any portion of the above described real property.

ARTICLE I
DEFINITIONS

As used throughout this Declaration, the following terms, with initial capital letters, shall have the meanings set forth below, which meanings shall be applicable to both the singular and plural forms and tenses of such terms:

1.1 **Architectural Standards.** The term "Architectural Standards" shall mean the standards prepared, issued and amended from time to time by the Managers for the purpose of reviewing and approving all Improvements which may be made to any Lake Lot or Dwelling.

1.2 **Articles of Organization.** The term "Articles of Organization" shall mean and refer to the Articles of Organization of the Association and all amendments thereto.

319412.4

02/15/1996-04784
09:37 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
022 MCB 62.00

Inst # 1996-04784

Colleton Lake

1.3 Assessment. The term "Assessment" shall mean the Assessments to be assessed against the Owners of Lake Lots and Dwellings pursuant to the authority vested in the Association and such term shall include Common Area Assessments and individual assessments where no distinction is required.

1.4 Association. The term "Association" shall mean Colleton Lake Residential Association, L.L.C., an Alabama limited liability company.

1.5 Collateral Transfer. The term "Collateral Transfer" shall mean a Transfer solely for the purpose of collaterally securing an indebtedness and shall include a Transfer by mortgage, pledge or security agreement.

1.6 Common Areas. The term "Common Areas" shall mean and refer to all real and personal property now or hereafter owned or otherwise acquired by lease, easement or otherwise, by the Association for the common use and enjoyment of the Owners, whether located within the Property, adjacent to the Property or in close proximity to the Property. The Common Areas shall include, without limitation, Common Roads (other than any such private roadways which are located solely within the boundary lines of any Lake Lot or Dwelling) and Lakes.

1.7 Common Area Assessment. The Common Area Assessment shall mean and refer to any and all assessments imposed by the Association to pay expenses related to the common areas in accordance with the provisions of Article VIII of this Declaration.

1.8 Common Roads. The term "Common Roads" shall mean all the presently existing roads, as such roads may be relocated and improved, located within or abutting the Property, including without limitation, the lake access road and any additions thereto and extensions thereof. Developer reserves the right to improve and relocate the existing Common Roads on the property so long as ingress and egress is provided to each Lake Lot at all times. Common Roads shall not be dedicated roads, and if dedicated to the public, the portion of the road so dedicated shall no longer be a Common Road.

1.9 Declaration. The term "Declaration" shall mean and refer to this Declaration of Easements, Protective Covenants and Restrictions for Colleton Lake, a Residential Subdivision, and all amendments thereto.

1.10 Development. The term "Development" shall mean and refer to the Property and all Improvements thereon submitted to the provisions of this Declaration as a Lake Lot or Common Area together with Improvements thereon.

1.11 Dwelling. The term "Dwelling" shall mean and refer to any improved Lake Lot intended for use as single-family detached residential housing units.

1.12 Governmental Authority. The term "Governmental Authority" shall mean any and all city, county, state and federal governmental or quasi-governmental agencies, bureaus, departments, divisions or regulatory authorities having jurisdiction over any portion of the Development.

1.13 Immediate Family. The term "Immediate Family" shall include the lineal descendants of the applicable person and his or her spouse who are then residents of the applicable Dwelling.

1.14 Improvement. The term "Improvement" shall mean and refer to all Dwellings, any building, structure or device constructed, erected or placed upon any Lake Lot or Common Area which in any way affects the exterior appearance of any Lake Lot, Dwelling, or Common Area. Improvements shall include, by way of illustration and not limitation, buildings, sheds, foundations, covered patios, underground utilities, roads, driveways, walkways, paving, curbing, parking areas, trees, shrubbery, landscaping, fences, screening, walls, signs and any other artificial or man-made changes or alterations to the natural condition of any Lake Lot or Dwelling. "Improvements" shall also mean any grading, any excavation or fill, the volume of which exceeds eight (8) cubic yards.

1.15 Lakes. The term "Lakes" shall mean and refer to those lakes, spillways, dams and related bottom structures that are located on the Property, but shall exclude drainage or watershed protection devices.

1.16 Lake Lot or Lake Dwelling. The term "Lake Lot" or "Lake Dwelling" shall mean and refer to any unimproved portion of the Property upon which it is intended that a Dwelling be constructed thereon that abuts or lies contiguous to a Lake. A parcel of land shall be deemed unimproved and thus considered to be Lake Lot rather than a Dwelling, until the Improvements constructed thereon are sufficiently complete to reasonably permit habitation thereof. Upon such completion,

such Lake Lot and the Improvements thereon shall collectively be considered to be a Dwelling for purposes of this Declaration.

1.17 **Lake Lot Owners.** The term "Lake Lot Owners" shall mean and refer to the Owner of any Lake Lot or Dwelling.

1.18 **Living Space.** The term "Living Space" shall mean and refer to the enclosed and covered areas within a Dwelling which are heated and cooled by heating, ventilating and air conditioning equipment, exclusive of garages, carports, porches, terraces, balconies, decks, patios, courtyards, greenhouses, atriums, bulk storage areas, attics and basements.

1.19 **Managers.** The term "Managers" shall mean and refer to the Managers of the Association and their duly elected successors as may be provided in the Articles of Organization and the Operating Agreement.

1.20 **Mortgage.** The term "Mortgage" shall mean and refer to any mortgage, deed of trust or other security device encumbering a Lake Lot or Dwelling or any interest therein and which shall have been duly and properly recorded in the Probate Office of Shelby County, Alabama.

1.21 **Mortgagee.** The term "Mortgagee" shall mean and refer to the holder of any Mortgage.

1.22 **Non-Restricted Transfer.** The term "Non-Restricted Transfer" means a Transfer (i) by an Owner to, or to a trustee or trustees of one or more trusts established solely for the benefit of, the spouse, children, or grandchildren of such Owner, or (ii) by a trustee or trustees of such a trust to the spouse, children or grandchildren of the Owner who established such trust.

1.23 **Occupant.** The term "Occupant" shall mean and include any Owner (including any member of their respective Immediate Families) and guests, agents, servants, employees or invitees of any Owner and any other person who occupies or uses any Dwelling within the Development. All actions or omissions of any Occupant is and shall be deemed the action or omission of the Owner of such Dwelling.

1.24 **Operating Agreement.** The term "Operating Agreement" shall mean and refer to the Operating Agreement of the Association, as the same may be amended from time to time.

1.25 **Owner.** The term "Owner" shall mean and refer to the record owner of fee simple title to any Lake Lot or Dwelling, whether a corporation, partnership, proprietorship, association or other entity of any nature, including natural persons, but shall not include (i) any Mortgagee unless and until such Mortgagee has foreclosed on its Mortgage and purchased such Lake Lot or Dwelling at the foreclosure sale held with respect to the foreclosure of such Mortgage or (ii) any purchaser, contract purchaser or vendor who has an interest in any Lake Lot or Dwelling solely by virtue of a lease, contract, installment contract or other agreement.

1.26 **Property.** The term "Property" shall mean and refer to that certain real property situated in Shelby County, Alabama which is more particularly described on Exhibit B and the rights in and to the property acquired by Developer for the benefit of the Owners of Lake Lots within said property under the documents described on Exhibit A.

1.27 **Super-Majority.** Two-thirds (2/3) of the total number of votes of the Members of the Association.

1.28 **Transfer.** The term "Transfer" means any conveyance or transfer, whatsoever, absolute or for security, whether by deed, bill of sale, mortgage, pledge, assignment, will or intestacy, and whether or not for any consideration or by gift; and the verb "Transfer" means any action taken to accomplish any Transfer.

1.29 **Transferee.** The term "Transferee" means any person, firm, corporation or other entity to whom a Transfer is made.

ARTICLE II

PROPERTY SUBJECT TO THE DECLARATION

2.1 **General Declaration.** Developer hereby declares that the Property is and shall be subject to the easements, covenants, conditions, restrictions, charges, liens and regulations of this Declaration and the Property, any part thereof and

each Lake Lot, Dwelling, and all Common Areas included therein shall be held, owned, sold, transferred, conveyed, hypothecated, encumbered, occupied, built upon and otherwise used, improved and maintained subject to the terms of this Declaration, which easements, covenants, conditions, restrictions, charges, liens and regulations shall run with the title to the Property and shall be binding upon and inure to the benefit of Developer and upon all Owners and Occupants of the Property and any Lake Lot, Dwelling, and Common Area thereof. This Declaration shall not apply to any other property owned by Developer unless the same is subjected to this Declaration specifically by written instrument.

2.2 Right of Super-Majority to Modify Restrictions with Respect to Lake Lots. With respect to any Lake Lot, Dwelling, or Common Areas the Super-Majority may, by deed, contract or other instrument filed for record, modify or amend the provisions of this Declaration as the same apply to any such Lake Lot, Dwelling, or Common Areas; provided, however, that this Declaration may not be modified or amended to exempt any Lake Lot, or any Dwellings situated thereon, from the payment of the Assessments.

2.3 Mutuality of Benefit and Obligation. The provisions of this Declaration are made (a) for the mutual and reciprocal benefit of each Lake Lot, Dwelling, and Common Area within the Development and are intended to create mutual, equitable servitudes upon and in favor of each Lake Lot, Dwelling, or Common Area, (b) to create reciprocal rights and obligations between the respective Owners and all future and subsequent Owners of any Lake Lot, Dwelling, or Common Area within the Development and (c) to create a privity of contract and estate between the Owners, their respective heirs, successors and assigns.

ARTICLE III EASEMENTS

3.1 Grant of Nonexclusive Easements to Owners.

(a) Subject to the terms and conditions of this Declaration and the rules and regulations from time to time established by the Managers, Developer does hereby grant to each Owner and Occupant the nonexclusive right, privilege and easement of access to and the use and enjoyment of the Common Areas in common with all other Owners and Occupants. Subject to the provisions of Sections 3.3 below, the easement and rights granted pursuant to this Section 3.1(a) are and shall be permanent and perpetual, are nonexclusive, are appurtenant to and shall pass and run with title to each Lake Lot and Dwelling. The easements and rights granted pursuant to this Section 3.1(a) are expressly subject to the rights to restrict access to the Common Roads and the Lakes as provided in Sections 3.3 and 3.4 below.

(b) **Recreational Facilities.** Subject to the terms and provisions of this Declaration and the rules, regulations, fees and charges from time to time established by the Managers, each Owner and Occupant shall have the nonexclusive right, privilege and easement of access to and the use and enjoyment of the recreational areas, facilities and amenities now or hereafter located in the Common Areas. The easement and rights granted herein are and shall be permanent and perpetual, are nonexclusive, are appurtenant to and shall pass and run with title to each Lake Lot and Dwelling.

(c) **Benefit of Easements.** The easements, rights and privileges granted in Sections 3.1 and 3.3 shall pass with each Lake Lot and Dwelling as an appurtenance thereto and may not be severed, transferred, assigned or otherwise alienated separate or apart from a Lake Lot or Dwelling.

3.2 Grant of Easement to Governmental Authorities. Subject to the provisions of Sections 3.3(b) and 3.3(c) below, Developer does hereby grant to each branch, bureau, department and agency of the Governmental Authorities and their respective agents, employees and representatives, a permanent, perpetual and nonexclusive easement over, across, through and upon the Common Roads within the Development forming a part of the Common Areas for the purposes of performing such duties and activities related to law enforcement, fire protection, trash and refuse collection, building inspection services, mail and package delivery, medical and emergency services and any other functions or duties to be performed by the Governmental Authorities as shall be required or appropriate from time to time.

3.3 Reservation of Controlled Access Easement.

(a) **Common Roads.** Subject to the terms and conditions set forth in this Declaration, Developer does hereby grant to each Owner and Occupant a nonexclusive easement over and upon, and the right to use for pedestrian and vehicular travel and transportation purposes, the Common Roads, subject to and in common with all other parties having any

interest or rights in and to any or all of such Common Roads. The easement and right to use granted pursuant to this Section 3.3(a) shall be permanent and perpetual, are nonexclusive, are appurtenant to and shall pass and run with the title to each Lake Lot or Dwelling.

(b) **Waiver of Unlimited Access.** Each Owner, by acceptance of a deed or other instrument conveying any interest in any Lake Lot or Dwelling does hereby waive all rights of uncontrolled and unlimited access, ingress to and egress from such Lake Lot or Dwelling and acknowledges and agrees that (i) in order to provide a secure and safe environment, access and ingress to and egress from the Development may be controlled, restricted and limited to exclude the general public therefrom and (ii) access, ingress to and egress from such Owner's Lake Lot or Dwelling shall be limited to the roads, sidewalks, walkways, paths, trails and bicycle and jogging paths and lanes designated as Common Areas by Developer; provided, however, that, subject to the terms and provisions of the Declaration, vehicular and pedestrian access to and from all Lake Lots and Dwellings shall be provided at all times.

(c) **Right to Install Security.** Developer does hereby establish and reserve for the Association and its respective successors and assigns, the right and privilege, but not the obligation, to maintain guarded or electronically-monitored gates controlling, limiting and restricting vehicular and pedestrian access to and from any portion of the Development.

(d) **Maintenance and Control of Common Roads.** Developer reserves for the Association, and its respective successors and assigns, the exclusive right to maintain, repair, relocate and replace the Common Roads, including without limitation, sidewalks, streets, entrance ways, parking areas, landscaping, and related improvements located on or about the Common Roads; provided that no gates, fences, walls, curbs or other obstructions shall be constructed which will impair the ingress and egress of vehicles and pedestrians, or the installation of utilities as herein provided, or otherwise unreasonably interfere with the easements herein granted. Developer also reserves for the Association and its respective successors and assigns, the exclusive right, but not the obligation, to regulate, control and police the traffic on the Common Roads and from time to time to establish, modify, and enforce reasonable rules and regulations regarding the use of the Common Roads.

3.4 Grant and Reservation of Easement and Restrictions With Respect to the Lakes.

(a) **Easement to Use the Lakes.** Subject to the limitations and restrictions set forth in Section 3.4(b) below, Developer hereby grants to each Lake Lot Owner, and his or her Immediate Family, and their respective guests and invitees, the nonexclusive right, privilege and easement to use and enjoy the Lakes for recreational purposes, in common with all other Lake Lot Owners and their respective Immediate Families, guests and invitees. Subject to the provisions of Section 3.4(b) below, the easements and right granted pursuant to this Section 3.4(a) are and shall be permanent and perpetual, and are appurtenant to and shall pass and run with title to each Lake Lot or Lake Dwelling. The easements and rights are expressly subject to the rights reserved by Developer to restrict the use of the Lakes under Section 3.4(b) below.

(b) **Limitation and Restrictions Regarding the Lakes.** Each Lake Lot Owner of a Lake Dwelling, by acceptance of a deed or other instrument conveying any interest in a Lake Lot or Dwelling, does hereby agree that the use and enjoyment of the Lakes shall be limited to the rights granted by Developer in this Declaration and any other instrument by which the Association may grant or acquire an interest in, or a right to use, any of the Lakes. The use and enjoyment of the Lakes shall also be subject to the following restrictions and limitations.

(i) **Watercraft Requirements.** The criteria for the approval of boats or other watercraft shall be subject to the following limitations:

(1) Approval of any watercraft shall be in the sole discretion of the Association and shall be evidenced by an emblem or other designation from time to time adopted by the Association attached to both sides of the permitted boat or other watercraft. Notwithstanding the provisions of Section 3.4(c) below, failure to affix and maintain said emblems in the manner required by the Association shall result in written notification to the violating Owner of his or her failure to comply with Association regulations. Failure of the violating Owner to comply with the Association's regulations within a period of ten (10) days after receipt of said notification will result in a fine payable by the violating Owner to the Association in the amount of \$50.00 for the

first offense, \$100.00 for the second offense, and \$200.00 for the third offense. A continuing offense after the imposition of any fine, or the failure to pay a fine imposed, may result in the revocation of Association approval of **any or all** watercraft owned by the violating Owner or his or her Immediate Family.

(2) No boats or other watercraft having a length of more than fifteen feet shall be permitted.

(3) No "inboard" motor boats, or boats, jet skis, Sea-Doos or other watercraft powered by gasoline or diesel engines shall be permitted.

(4) The presence, use or consumption of alcohol on or around the Lakes is subject to, and must comply with, the laws of the State of Alabama.

(5) No Owner shall be permitted to have more than two boats or other watercraft in or on the Lakes for any purpose at any time, unless otherwise specifically authorized by the Association.

(ii) Piers and Launches. Except for common launches constructed and maintained by the Association, no piers, jetties, storage facilities, launches or other similar structures shall be constructed or located so that they extend into any portion of the Lake for a length of more than fifteen (15) feet. Construction of any pier is subject to the approval of the Managers.

(iii) Fishing. Fishing shall be permitted subject to rules provided by the Association and the following limitations:

(1) All laws and regulations of the State of Alabama now in effect or hereafter promulgated concerning creel limits are to be adhered to unless otherwise advised by the State Department of Conservation or Auburn University.

(2) No game fish are to be taken by any method other than pole and line or rod and reel.

(3) No Owner shall be permitted to have more than two boats fishing on the Lake at one time.

(4) No Owner shall permit or invite any guests to fish at any time unless the Owner or some member of his or her Immediate Family is present.

(iv) Guests and Family. Subject to the provisions contained herein, the use of the Lakes shall be primarily for Lake Lot Owners and their respective Immediate Families.

(v) Maintenance. Lake Lot Owners are responsible for the removal of any trees, bushes, or items of a similar nature which are cut down or fall from their Lake Lot into the Lake.

(vi) Hazardous Materials and/or Use of Poisons. No products that are listed on any current stipulated hazardous or toxic materials list of the Environmental Protection Agency, or the Alabama Department of Environmental Management or any other Governmental Agency shall be stored or used on any Lake Lot, except that gasoline and other petroleum products, pesticides, and fertilizers may be stored and used on a Lake Lot for the purpose of normal and routine maintenance of grounds and the normal routine construction, repair, maintenance and operation of Dwelling and other Improvements located on a Lake Lot, including construction materials which are stored and/or used during construction, if, in the opinion of the Managers, such products or items are not stored or used in quantities or in a manner which are likely to endanger the Lakes. Notwithstanding the foregoing, no pesticides or other toxic, hazardous or harmful chemicals shall be used whatsoever within 50 feet of a Lake. Any such chemicals used or applied more than 50 feet from the Lake shall be so used and applied to prevent their spread or dissemination into the Lake.

(c) **Liability for Violation of Restrictions.** In the event that an Owner or Occupant, guest or Immediate Family member, of a Lake Lot or Dwelling violates any of the restrictions and limitations set forth in subparagraph (b) above, said Owner or Occupant shall be subject to one or more of the following:

(i) If such violation causes damage to any Lakes or the fishing condition thereof, such Owner shall be liable to the Association for the cost of curing the damage to the Lake caused by such violation which may include, without limitation, the cost of draining and restocking the Lake if recommended by a professional consultant.

(ii) In the event that any such violation causes personal injury to any person or to the property of any person, the Owner shall indemnify and hold the Association and/or Developer and their respective directors, officers, employees, successors and assigns, harmless from and against any liability the Association may have to such person to the extent that insurance proceeds available to the Association, if any, are not sufficient to satisfy any such liability.

(iii) In all events, the Association may impose a fine not to exceed Five-Hundred and 00/100 Dollars (\$500.00) against said Owner or Occupant. All amounts collected by the Association shall be used for the maintenance of the Development.

(d) **Duty of the Association and Developer.** The easements for the use of the Lakes granted hereby shall be used solely for non-commercial recreational purposes and the responsibility of Developer and the Association and their respective successors and assigns with respect to the Lakes for liability for injury or damage to persons (including death) or property is intended to be limited by Section 35-15-1 et seq. of the Code of Alabama 1975 (the "Statute"). However, in the event the Statute is deemed inapplicable to Developer and/or the Association and their respective successors and assigns with regard to the Lakes, any person by his use of the Lakes pursuant to the easement granted hereunder or otherwise, shall be deemed to have constructively agreed that Developer and/or the Association shall have no duty of care to keep the Lakes safe for entry and use by such persons, or to give any warning of hazardous conditions, use of structures or activities on or about the Lakes; and Developer and the Association and their respective agents, employees, officers and directors and their respective successors and assigns shall have no liability for any injury to persons or property caused by any act or omission of Developer or the Association or any other person relating to or arising out of the use of the Lakes by any person.

3.5 **Reservation of General Access Easement.** Developer does hereby establish and reserve for the Managers, the Association and their respective agents, employees, representatives, invitees, successors and assigns, a permanent and perpetual nonexclusive easement appurtenant over, across, through and upon each Lake Lot or Dwelling for the purpose of providing ingress to and egress from each Lake Lot and Dwelling for (a) inspecting each Lake Lot and Dwelling and any improvements thereon in order to determine compliance with the provisions of this Declaration and/or other applicable regulations or covenants, and (b) the performance of the respective duties of the Managers and the Association hereunder, including, without limitation, taking any action required or permitted to be taken by the Managers and the Association pursuant to any of the terms or provisions of this Declaration and/or other applicable regulations or covenants; provided, however, that upon completion and occupancy of any Dwelling, then except in the event of emergencies, the foregoing easement shall be utilized only during normal business hours and then, whenever practicable, only upon advance notice to the Owner or Occupant of such Lake Lot or Dwelling directly affected thereby.

3.6 **Reservation of Easement for Utilities and Maintenance of Lakes.** Developer does hereby establish and reserve for the Association and their respective successors and assigns, a permanent and perpetual nonexclusive easement appurtenant over, across, under, through and upon all portions of the Common Areas, Lakes, and all Lake Lots and Dwellings which are reasonably necessary for the purpose of installing, erecting, replacing, relocating, maintaining and operating master television and/or cable systems, security and similar systems and all utilities necessary or convenient for the use of any portion of the Development, including, without limitation, publicly or privately owned and operated electrical, natural gas, telephone, water and sewer services, storm drains and sewers, drainage systems, retention ponds, basins, dams, spillways and facilities, lines, pipes, conduits, equipment, machinery and other apparatus and appurtenances necessary or otherwise reasonably required in order to provide any utility service to any portion of the Development. Said easement is further reserved for the purpose of constructing, maintaining, repairing, or replacing any Lake or dam. The easements established and reserved herein shall include the right to cut and remove trees, undergrowth and shrubbery, to grade, excavate or fill and to otherwise take all other action reasonably necessary to provide economical and safe installation, maintenance, repair, operation and replacement of all such utility services and the systems, equipment and machinery used to provide the same. The rights herein reserved by the Association shall include, without limitation, the right to grant easements to the providers of utilities for the purposes herein established, and each of the Owners hereby appoint Developer and/or the Association, as the case may be,

irrevocably, as their attorney in fact, for the purpose of executing such documents as may be necessary and appropriate in connection with the granting of such easements. Notwithstanding anything provided in this Section 3.6 to the contrary, (i) the utilization of any of the easements and rights established and reserved pursuant to this Section 3.6 shall not unreasonably interfere with the use or occupancy of any Dwelling situated on any Lake Lot, and (ii) good faith efforts to attempt to cause any utility company or other supplier or provider of any utility service which may utilize any of the easements and rights reserved and established pursuant to this Section 3.6 to take reasonable action to repair any damage caused by such utility company or other supplier or provider of such utility service during the exercise of any rights established and reserved herein shall be used.

3.7 Transfers of Any Lake Lot or Dwelling. No Transfer of any Lake Lot, other than (i) a Non-Restricted Transfer, (ii) a Transfer by will or intestacy or (iii) a Collateral Transfer, may be made except in accordance with the provisions of this Section 3.7, and any attempt to make any such Transfer otherwise than in accordance with the provisions of this Section 3.7 shall be null and void:

(a) The Owner proposing to make the Transfer shall give a written notice of such Transfer to the Association and to each Owner, describing the terms of the Transfer in reasonable detail, including the price.

(b) Within fourteen (14) days after receipt of the aforesaid notice by the Association, the Managers shall call a meeting to consider whether or not the Association shall purchase, or nominate another Owner to purchase, the Lake Lot or Dwelling proposed to be sold. The Association may, upon approval by a Super-Majority vote of the Owners present at the meeting, elect to purchase, or nominate another person to purchase, the Lake Lot proposed to be sold, in the manner described in Section 3.7(c) herein. The Association may also, upon approval by a Super-Majority vote of the Owners present at the meeting, prohibit the proposed Transfer; however, if the Super-Majority vote results in the prohibition of the proposed Transfer, the Association shall elect to purchase, or nominate another person who agrees to purchase, the Lake Lot proposed to be sold, in the manner described in Section 3.7(c) herein. If the Association does not notify the Owner who has given the notice of the proposed Transfer of the Association's election to purchase, or to nominate another person to purchase, the Lake Lots in question within 21 days after the notice of the proposed Transfer is received by the Association, the Owner proposing such Transfer may accept any offer made by the general public on terms not less favorable than those set out in the notice.

(c) If the Association shall elect to purchase shall be required to purchase, or shall nominate or be required to nominate another person to purchase, the Lake Lot or Dwelling proposed to be Transferred, the same shall be purchased by the Association or its nominee within 90 days after notice to the Owner of election to purchase or to nominate another person to purchase, on the terms and conditions set out in the notice of Proposed Transfer, except that:

(i) if any part of the purchase price consists of property other than cash, the Association or its nominee may substitute therefor the then fair market value of such property; and

(ii) if the proposed Transfer is by gift or bargain sale, the purchase price shall be the then fair market value of the Lake Lot.

(d) The provisions of this Section 3.7(d) shall not apply to a Collateral Transfer, but the Lake Lot made the subject of any Collateral Transfer shall at all times be and remain subject to the provisions of this Section 3.7(d) with respect to any Transfer pursuant to the terms of the Collateral Transfer, such as any sale upon foreclosure of a mortgage.

ARTICLE IV ASSOCIATION

4.1 Ownership. No Owner may Transfer all or any interest in any Lake Lot owned by such Owner without at the same time Transferring to the Transferee of such Lake Lot a like membership interest in the Association and no Owner may Transfer all or any membership interest owned by the Owner without at the same time Transferring to the Transferee of such membership interest a like interest in the Lake Lot. Each Member of the Association shall at all times comply with the provisions of this Declaration, the Articles of Organization, the Operating Agreement and all rules and regulations which may from time to time be adopted by the Managers or the Members of the Association.

4.2 **Managers.** The Managers shall have the rights and duties set forth in the Articles of Organization and the Operating Agreement. Three (3) persons shall be Managers, each of whom shall be appointed or elected as provided herein.

(a) **Term of the Managers.** The regular term of office for each of the Managers shall be three (3) years, coinciding with the fiscal year of the Association, except in the case of the first Managers whose terms shall be staggered in the manner designated by the incorporator. Each Owner, by acceptance of a deed to or other conveyance to a Lot or Dwelling, shall be deemed to ratify the provisions of all sections pertaining to the Managers herein.

(b) **Procedure and Meetings.** The Managers shall elect a Head Manager and s/he, or in his or her absence, the Assistant Manager, shall preside at all meetings of the Managers. The Managers may meet on a regular basis as well as upon call of the Head Manager or Assistant Manager, and all such meetings shall be held at such places as may be designated by the Head Manager or Assistant Manager. The affirmative vote of a majority of those present in person or by proxy at a meeting of the Managers shall constitute the action of the Managers on any matter which comes before it; provided that a majority of the Managers may delegate the right to act for and on behalf of all the Managers to one or more Managers.

(c) **Committees.** The Managers shall have the right and power to appoint one or more committees and to delegate to such committees various responsibilities of the Managers. The members of the committees must be Owners but they need not be Managers. Each committee shall have the right from time to time to adopt and establish rules and regulations as may be necessary concerning the procedure and conduct of the business of the committee. All decisions of a committee shall be subject to the approval of the Managers. Any Owner may appeal any decision of a committee, and the decision of the Managers may be overturned or affirmed by the Super-Majority, and the decision of the Super-Majority shall be final with respect to such appeals.

4.3 **Voting Rights.** Each Member shall be entitled to vote such number of votes as is equal to his or her number of shares in the Association. Each Member shall cast all his votes either in favor of, in opposition to, or in abstention of any matter subjected to a vote of the Members of the Association.

4.4 **Duties and Powers of Association.** In addition to the rights, duties, responsibilities and obligations of the Association otherwise set forth in this Declaration, the Association shall have the power to do, cause to be done and otherwise perform or cause to be performed any of the duties and powers set forth in the Articles of Organization and the Operating Agreement. The Association may exercise any other right or privilege granted to it expressly by this Declaration, or by law, together with every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege. In the event of any conflict, ambiguity or inconsistency between the Code of Alabama 1975, this Declaration, the Articles of Organization, the Operating Agreement or any rules and regulations adopted from time to time by the Association, then the provisions of the Code of Alabama 1975, this Declaration, the Articles of Organization, the Operating Agreement, and any rules and regulations adopted by the Association, in that order, shall prevail. Except as otherwise specifically provided to the contrary herein, in the Articles of Organization or in the Operating Agreement, the powers and authority granted to the Association may be exercised by the Managers without further consent or action on the part of the Members.

ARTICLE V RESPONSIBILITIES OF THE ASSOCIATION

5.1 **Maintenance of Common Areas.** Except as may be otherwise provided herein to the contrary, the Association shall, to the extent it has received sufficient sums from the Owners through Common Area Assessments, maintain and keep in good repair and condition all portions of the Common Areas, which responsibility shall include, without limitation, the maintenance, repair and replacement of all Common Roads within the Development, and other improvements made by the Association within any of the Common Areas or within any of the easements encumbering the Lake Lots or Dwellings. The Association shall not be liable for injuries or damage to any person or property (1) caused by the elements, acts of God or any Owner, Occupant or other person, (2) resulting from any surface or subsurface conditions which may at any time affect any portion of the Property caused by rain or other surface water which may leak or flow from any portion of the Common Area and/or a Lake onto a Lake Lot or Dwelling, or (3) resulting from theft, burglary or other illegal entry into the Development, any Lake Lot or Dwelling thereof. No diminution or abatement of Common Area Assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken by or performed by the Association hereunder or for inconvenience or discomfort arising from the making of improvements or

repairs which are the responsibility of the Association or from any action taken by the Association to comply with any requirements of the Governmental Authorities.

5.2 Rules and Regulations. The Association, either through the Managers or the Super-Majority may establish and enforce reasonable rules and regulations governing the use of all Lake Lots and Common Areas. Copies of such rules and regulations shall be binding upon all Owners and Occupants until and unless such rule or regulation is specifically overruled, cancelled or modified by the Managers or Super-Majority.

5.3 Hunting Restrictions. The Association, either through the Managers or the Super-Majority shall establish and enforce reasonable rules and regulations governing and restricting hunting, hunting season, the use of firearms on the Property and the maximum number of guests utilizing any area designated for hunting, which shall be permitted within the Development. All such rules and regulations must comply with any hunting or firearm laws or regulations promulgated by any Governmental Authorities.

ARTICLE VI

ARCHITECTURAL STANDARDS

6.1 Architectural Standards. The Managers and the Association are each hereby authorized to promulgate and amend or modify from time to time written Architectural Standards governing policies, guidelines and minimum requirements to be satisfied with respect to the construction, location, landscaping and design of all Dwellings and other Improvements on any Lot, the content and manner in which plans and specifications and other documentation and information concerning the construction of any Dwelling or other Improvements on a Lot are to be submitted to and approved by the Managers and the Association and any other matters affecting the construction, repair or maintenance of any Dwelling or other Improvements on any Lot. The Architectural Standards adopted by the Managers and the Association shall be in addition to the provisions and requirements set forth in this Declaration and shall be binding upon and enforceable against all Owners.

6.2 Approval of Plans and Specifications.

(a) The Managers are hereby authorized and empowered to approve all plans and specifications and the construction of all Dwellings and other Improvements on any Lot or Dwelling within the Property. Prior to the commencement of any Dwelling or other Improvements on any Lot or Dwelling, the Owner thereof shall submit to the Managers plans and specifications and related data for all such Improvements, which shall include the following:

(i) A copy of an accurately drawn and dimensioned site development plan indicating the location of any and all Improvements, including, specifically, the Dwelling to be constructed on said Lot, the location of all driveways, walkways, decks, terraces, patios and outbuildings and the relationship of the same to any set-back requirements applicable to the Lot or Dwelling. The site plan shall reflect the location of the proposed Improvements as such location relates to the recommended Dwelling site as reflected on the Record Map, or otherwise.

(ii) A copy of floor plans and exterior elevation drawings of the front of the Dwelling to be constructed on the Lot.

(iii) A copy of written specifications and, if requested by the Managers, samples indicating the nature, color, type, shape, height and location of all exterior materials to be used in the construction of the Dwelling on such Lot or any other Improvements thereto.

(b) The copies submitted in accordance with 6.2(a) above shall be returned to the Owner submitting the same marked "approved," "approved as noted" or "disapproved".

6.3 Construction Without Approval. If (a) any Improvements are initiated, installed, maintained, altered, replaced or relocated on any Lot or Dwelling without approval by the Managers and the Association of the plans and specifications for the same or (b) the Managers and/or the Association shall determine that any approved plans and specifications for any Improvements for any Lot or Dwelling are not being complied with, then, in either event, the Owner of such Lot or Dwelling shall be deemed to have violated this Declaration and the Managers and/or the Association shall have the right to exercise any of the rights and remedies set forth in herein.

6.4 Limitation of Liability. Notwithstanding anything provided herein to the contrary, neither Developer, the Managers, the Association, nor any agent, employee, representative, member, shareholder, partner, officer or director of any of them, shall have any liability of any nature whatsoever for any damage, loss or prejudice suffered, claimed, paid or incurred by any Owner on account of (a) any defects in any plans and specifications submitted, reviewed or approved in accordance with the provisions of this Article VI, (b) any defects, structural or otherwise, in any work done according to such plans and specifications, (c) the failure to approve or the disapproval of any plans, drawings, specifications or other data submitted by any Owner for approval pursuant to the provisions of this Article VI, (d) the construction or performance of any work related to such plans, drawings and specifications, (e) bodily injuries (including death) to any Owner, Occupant or the respective family members, guests, employees, servants, agents, invitees or licensees of any such Owner or Occupant, or any damage to any Dwellings, Improvements or the personal property of any Owner, Occupant or the respective family members, guests, employees, servants, agents, invitees or licensees of such Owner or Occupant, which may be caused by, or arise as a result of, any defect, structural or otherwise, in any Dwellings or Improvements or the plans and specifications therefore or any past, present or future soil and/or subsurface conditions, known or unknown (including, without limitation, sinkholes, underground mines, tunnels and water channels and limestone formations on or under any Lot or Dwelling) and any other loss, claim, damage, liability or expense, including court costs and attorneys' fees, suffered, paid or incurred by any Owner arising out of or in connection with the use and occupancy of any Lot or Dwelling or any Improvements situated thereon.

ARTICLE VII

USE AND DEVELOPMENT RESTRICTIONS

7.1 Use Restrictions. Except as otherwise provided to the contrary herein, each Lot and Dwelling shall be used for single-family residential purposes only and no trade or business of any kind may be carried on in or from any Lot or Dwelling.

7.2 Managers and Association Approval. No Dwellings or other Improvements of any nature whatsoever shall be constructed on any Lot or Dwelling unless such Dwelling and/or Improvements have been approved by the Managers in the manner set forth in Article VI above. Mobile, modular and/or fabricated homes are completely prohibited.

7.3 Building Sites.

(a) Prior to commencing any construction related activities on a Lot (including grading and clearing), the location of the Dwelling to be constructed thereon shall be set forth on the site development plan submitted to the Managers in accordance with Article VI above. All eaves, steps, porches, terraces, decks and patios shall be deemed a part of the Dwelling for purposes of locating the Dwelling on the site development plan.

(b) Construction of any Dwelling or Improvement shall be subject to the minimum building set back lines which may from time to time be imposed by Governmental Authorities having jurisdiction over the Property, and, in all events, construction of any Dwelling or Improvements must be set back at least one hundred (100) feet from the natural water edge.

(c) Only one housing unit may be constructed on a twenty (20) acre parcel.

7.4 Living Space. The Managers may set forth the guidelines for the Living Space (which may vary within the Development) with respect to Dwellings to be constructed on Lots within the Property subject to the requirement that each Dwelling must have within its interior at least one bedroom and one bathroom.

7.5 Roofing. The Managers and/or the Association shall have the right to establish specific requirements for any roof and the type of roofing materials which may be utilized for any Dwelling, subject to the requirement that every roof must have at least an eight (8) and twelve (12) pitch.

7.6 Exterior Materials and Finishes. Approved exterior building material finishes for any Dwelling shall be limited to that of natural stone or wood.

7.7 Fences.

(a) The type of materials utilized for (including the color thereof) and the location of all fences must be approved by the Managers and the Association subject to the requirement that all fences which may be viewed from the Lakes are to be constructed of natural wood. Chain-link fencing is completely prohibited.

(b) Notwithstanding subparagraph (a) above, no fence constructed on any Lot shall exceed the maximum height imposed by any Governmental Authority. No fence shall be constructed over or upon any portion of any easement granted by Developer herein.

7.8 Trash, Rubbish and Nuisances. Each Owner or Occupant is responsible for disposing of his or her own trash, garbage, or any other refuse or waste. No such refuse shall be retained or deposited in any Common Area. Trash, garbage and any other refuse or waste shall not be kept on any Lake Lot or Dwelling except temporarily in sanitary containers or garbage compactor units prior to disposal.

7.9 Recreational Vehicles and Machinery and Equipment. Subject to the terms and conditions of the this Declaration, the Association shall have the right at any time and from time to time to adopt rules and regulations with respect to the keeping, storage, parking, operation, use or maintenance of, tractors, equipment, machinery, trailers (with or without wheels), trucks (other than pick-up trucks), commercial vehicles of any type, campers, motorized campers or trailers, boats or other watercraft, boat trailers, motorcycles, motorized bicycles, all-terrain vehicles, motorized go-carts and other forms of transportation.

7.10 Signage. All signs, billboards or advertising structures of any kind are prohibited, including any real estate signs posted on the premises, Common Roads or entrance area from Highway 55. The Managers and the Association shall have the right to enter any of the Property for the purpose of removing and destroying any unauthorized signs without recourse from any Owner or builder.

7.11 Wells. Each owner will be responsible for the construction of a well on his or her Lake Lot.

7.12 Subdivision and Interval Ownership. No Lot may be subdivided or resubdivided. No Lot or Dwelling shall be sold or owned under any time-sharing, time-interval or similar right-to-use programs.

7.13 Variances. The Association, in its sole and absolute discretion, shall have the exclusive right to grant variances with respect to the provisions of Article VI above and this Article VII with respect to any Lot or Dwelling. Any variance request submitted to the Association shall be in writing and, upon approval of the same by the Association, shall be evidenced by a written variance executed by any Manager of the Association.

ARTICLE VIII

ASSESSMENTS

8.1 Purpose of Assessments. The annual Common Area Assessments provided for herein shall be used for the general purposes of promoting the recreational, health, safety, welfare, common benefit and enjoyment of the Owners and Occupants of the Development and otherwise for the general upkeep and maintenance of the Development, including, specifically, the Common Areas and any Improvements thereto, all as may be more specifically authorized from time to time by the Super-Majority.

8.2 Assessments. Each Owner of a Lake Lot or Dwelling, by acceptance of a deed or other instrument conveying any interest therein, regardless of whether such deed or instrument contains a reference to this Declaration, is hereby deemed to covenant and agree to pay to the Association annual Common Area Assessments and individual assessments against any particular Lake Lot or Dwelling which are established or assessed pursuant to the terms of this Declaration including, but not limited to, any fines as may be levied or imposed against such Lake Lot or Dwelling in accordance with the provisions of this Declaration. Each Owner shall be personally liable for the payment of all Assessments coming due while he is the Owner of a Lake Lot or Dwelling. All Assessments, together with late charges, court costs and attorneys' fees incurred with respect thereto by the Association, shall also be a personal obligation of the person who was the Owner of the Lake Lot or Dwelling at the time such Assessments and other costs and charges were assessed or incurred. Assessments shall be paid in such manner, such amount and on such dates as may be fixed by the Super-Majority, subject to the limitation that the first Assessment shall be in the amount of Six-Hundred and 00/100 Dollars (\$600.00) per annum, per Lake Lot or Dwelling.

All Assessments shall be payable in all events without offset, diminution or abatement by reason of fire or other casualty or any taking as a result of, in lieu of or in anticipation of the exercise of the right of eminent domain, condemnation or by private purchase in lieu thereof with respect to any Lake Lot, Dwelling, Common Area, Lake, or any other portion of the Development or any other cause or reason of any nature. In the event that Assessments approved by the Super-Majority are not sufficient to pay local property taxes and related taxes on the Property, the Managers shall have the right, but not the obligation, to require the Members to pay additional Assessments in an amount necessary to fund the payment of the aforesaid taxes.

8.3 **Individual Assessments.** Any expenses of the Association to repair any damage occasioned by the conduct of less than all of the Owners or by any Owner or Occupant, or the respective family members, agents, guests, servants, employees, invitees or contractors of any Owner or Occupant, shall be specially assessed against such Owners and their respective Lake Lots or Dwellings.

ARTICLE IX

CASUALTY, CONDEMNATION AND INSURANCE

9.1 Insurance.

(a) The Managers of the Association shall have the authority to obtain and maintain at all times adequate property and casualty insurance in such form as the Managers deem appropriate for the benefit of the Association insuring all insurable Improvements in and to the Common Areas against loss or damage by fire or other hazards, including, without limitation, extended coverage, flood, vandalism and malicious mischief, which coverage shall be in an amount, with such insurance carriers, at such costs and with such deductibles as the Managers, in their sole discretion, may determine.

(b) The Managers shall have the authority to obtain and maintain in effect at all times such public liability insurance coverage covering all of the Common Areas and the Lakes and any damage or injury caused by the negligence of the Association, and the Managers, and all members, directors, officers, partners, agents and employees thereof, in such amounts, with such insurance carriers, at such costs and with such deductibles as the Managers, in their sole discretion, may deem necessary or desirable.

(c) The Managers shall have the right and authority to obtain workman's compensation insurance, employer's liability insurance and all other types of insurance required by law, including, without limitation, errors and omissions and directors and officers liability insurance coverage, in such amounts, with such insurance carriers, at such costs and with such deductibles as the Managers, in their sole discretion, may determine.

(d) All insurance coverage authorized hereunder shall be written in the name of the Association. To the extent the same may be obtained at a nominal cost, all such policies shall contain a waiver of subrogation clause pursuant to which the insurer waives any claims against the Managers, the Association, and the Owners and the family members, servants, agents, and guests of the Owners.

(e) Each Owner shall be solely responsible for obtaining and maintaining public liability, property damage, title and all other types of insurance with respect to his Lake Lot and Dwelling. The Managers may require all Owners to carry public liability insurance with respect to their respective Lake Lots and Dwellings and to furnish copies or certificates thereof to the Association. Each Owner, by acceptance of a deed or other instrument conveying any interest in any Lake Lot or Dwelling, does hereby waive and release all of the Managers of the Development and the Association and their respective agents, employees, representatives, partners, shareholders, members, officers and directors, from any and all liabilities or damage covered by (or which should be covered by) fire and casualty (e.g., homeowner's and/or builder's risk) insurance and general liability insurance which any Owner maintains, even if such loss or damage has been caused by the fault or negligence of any of the foregoing persons or parties.

ARTICLE X

TERM AND AMENDMENTS

10.1 **Term.** The terms, covenants, conditions and restrictions set forth in this Declaration shall run with and bind all of the Property, shall inure to the benefit of all Owners and Mortgagees and their respective heirs, executors, personal representatives, administrators, successors and assigns, and shall be and remain in effect for a period of twenty-one (21) years

from and after the death of the last survivor of the now living descendants of Developer, after which time this Declaration shall be automatically renewed and extended for successive and continuous periods of ten (10) years each, unless, at any time after twenty-one (21) years from the date hereof, an agreement executed by the Super-Majority agreeing to terminate or modify this Declaration has been recorded in the Probate Office of Shelby County, Alabama, provided, however, that the rights of way and easements established, granted and reserved in Article III hereof shall continue and remain in full force and effect for the time periods and duration specified therein.

ARTICLE XI ENFORCEMENT

11.1 **Authority and Enforcement.** In the event any Owner or Occupant or their respective agents, contractors or invitees, violates any of the provisions of this Declaration, or the Architectural Standards promulgated thereunder, the Articles of Organization, the Operating Agreement or any rules and regulations adopted by the Managers of the Association from time to time, the Managers shall have the power to (i) impose reasonable monetary fines which shall constitute a personal obligation of such Owner which is guilty of such violation, or (ii) suspend an Owner's or Occupant's right (and the right of such Owner's or Occupant's family members, and guests) to use any of the recreational facilities located in or upon the Common Areas, and the Managers shall have the power to impose all or any combination of any of the foregoing sanctions. Any such suspension of rights may be for the duration of the infraction.

11.2 **Procedure.** In the event any of the terms or provisions of this Declaration and the Architectural Standards promulgated thereunder, the Articles of Organization, the Operating Agreement or any rules and regulations of the Association are violated by any Owner or Occupant, or the respective agents, contractors or invitees of any Owner or Occupant, the Managers shall not impose a fine, or infringe upon or suspend any other rights pursuant to Section 11.1 above unless written demand to cease and desist from an alleged violation shall be served upon the Owner responsible for such violations which demand shall specify:

(i) The alleged violation;

(ii) The action required to abate such violation; and

(iii) A time period of not less than ten (10) days during which the violation may be abated without further sanction, if such violation is a continuing one or if the violation is not a continuing one, a statement that any further violation of the same provision of this Declaration or the Architectural Standards promulgated thereunder, the Articles of Organization, the Operating Agreement or any of the rules and regulations of the Association may result in the imposition of sanctions. The foregoing procedure shall only be applicable to the enforcement rights specified in Section 11.1 above and shall not apply to the exercise of any of the rights and remedies specified in any other section or provision of this Declaration.

11.3 **Nonexclusive Remedies.** Notwithstanding anything provided to the contrary in this Declaration, the authority, enforcement and procedural rights set forth in this Article XI are in addition to and shall not be deemed to limit the other rights and remedies set forth in this Declaration or which the Association, acting through the Managers, would have the right to exercise at law or in equity.

ARTICLE XII MISCELLANEOUS PROVISIONS

12.1 **Legal Expenses.** In addition to the rights and remedies set forth hereinabove, in the event either the Managers, or the Association, through their respective agents and representatives, undertake any legal or equitable action which any of them deem necessary to remedy any violation of this Declaration, then all costs and expenses incurred by any of them, including, without limitation, attorneys' fees and court costs, shall be paid for by the Owner against whom such action was initiated.

12.2 **Severability.** If any provision of this Declaration or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Declaration or the application of such provision to

persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision shall be valid and enforceable to the fullest extent permitted by law.

12.3 Captions and Headings. The captions and headings contained in this Declaration are for convenience of reference only and shall not be used in the construction or interpretation of any provisions of this Declaration. The table of contents, cover page and any index to this Declaration are for convenience of reference only and shall not define or limit any of the terms and provisions hereof.

12.4 Pronouns and Plurals. All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, shall include all other genders. The use of the singular tense shall include the plural and the use of the plural shall include the singular.

12.5 Binding Effect. The terms and provisions of this Declaration shall be binding upon each Owner, Occupant and Mortgagee and the respective heirs, executors, administrators, personal representatives, successors and assigns of each Owner, Occupant and Mortgagee, and shall inure to the benefit of the Association and its Members, all of the Owners and their respective Mortgagees and their respective heirs, executors, administrators, personal representatives, successors and assigns.

12.6 Conflict or Ambiguity. In the event of any conflict or ambiguity in the terms and provisions of this Declaration, the general rules of construction against one party as a result of that party having drafted this Declaration are hereby waived by each Owner and, to the fullest extent allowed by law, no conflicts or ambiguity shall be resolved in favor or to the advantage of one party as opposed to another in interpreting any ambiguity or conflict contained herein.

12.7 No Reverter. No restriction or provision hereof is intended to be or shall be construed as a condition subsequent or a possibility of reverter in favor of Developer nor shall any provision be deemed to vest any reversionary interest in Developer.

12.8 Interpretation. In all cases, the provisions set forth and provided for in this Declaration shall be construed together and give that interpretation or construction which, in the opinion of the Managers, will best effect the intent of the general plan of development for the Property. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication so as to make them fully effective. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance or building codes which are less restrictive. The effective date of this Declaration shall be the date hereof. This Declaration shall be construed under and in accordance with the laws of the State of Alabama.

12.9 Rights of Third Parties. This Declaration shall be recorded for the benefit of the Association and its Members, the Owners and their respective Mortgagees and by such recording, no other adjoining property owner or third party shall have any right, title or interest whatsoever in the Development of its operation and continuation, in the enforcement of any of the provisions of this Declaration or the right to consent to or approve any amendment or modification to this Declaration.

12.10 No Trespass. Whenever the Association, the Managers and their respective agents, employees, representatives, successors and assigns, are permitted by this Declaration to enter upon or correct, repair, clean, maintain or preserve or do any other action within any portion of a Lake Lot or Dwelling, the entering thereon and the taking of such action shall not be deemed a trespass.

12.11 No Partition. Each Owner hereby waives any right to seek or obtain judicial partition of any portion of the Development.

12.12 Standards for Review. Whenever in this Declaration the Association or the Managers has the right to approve, consent to, or require any action be taken pursuant to the terms hereof, such approval, consent or required action shall, except as otherwise specifically provided herein to the contrary, be given or withheld in the sole and absolute discretion of the Association or the Managers, as the case may be.

12.13 Oral Statements. Oral statements or representations by the Association, the Managers or any of their respective employees, agents, representatives, successors or assigns, shall not be binding on the Association or the Managers.

12.14 Notices. Notices required hereunder shall be in writing and shall be delivered by hand or sent by United States Mail, postage prepaid. All notices to Owners shall be delivered or sent to such addresses as have been designated in writing to the Association or, if no such address has been so designated, at the address of such Owner's respective Lake Lot or Dwelling within the Development. All notices to the Association or to the Managers shall be delivered or sent in care of Developer to the following address:

Colleton Lake Residential Association, Inc.
537 Castlebridge Lane
Birmingham, Alabama 35242

or to such other address as the Association or the Managers may from time to time specify in a notice to the Owners.

12.15 Further Assurances. Each Owner covenants and agrees to execute, sign and deliver, or cause to be executed, signed and delivered and to otherwise do or make, or cause to be done and made, any and all agreements, instruments, papers, deeds, acts or things, supplemental, conformity or otherwise, which may be reasonably requested by Developer, the Association or the Managers for the purpose of or in connection with clarifying, amending or otherwise consummating any of the transactions and matters herein.

12.16 No Waiver. All rights, remedies and privileges granted to the Association and the Managers pursuant to the terms and provisions of this Declaration shall be deemed to be cumulative and the exercise of any one or more of such rights, remedies or privileges 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 time to enforce any covenant or restriction set forth herein shall in no event be deemed a waiver of the right thereafter to enforce such covenant or restriction.

12.17 Perpetuities. If any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Developer.

IN WITNESS WHEREOF, Developer has caused this Declaration to be duly executed as of the day and year first above written.

COLLETON, an Alabama general partnership

By: [Signature]
Jimmie Harvey, General Partner

By: [Signature]
James Cantrell, General Partner

STATE OF Alabama)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Jimmie Harvey whose name as general partner of Colleton 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, in the capacity as such general partner and with full authority, executed same voluntarily on the day the same bears date.

Given under my hand and seal of office this 7th day of February, 1996.

[Signature]
Notary Public
My Commission Expires: 10/99

[NOTARIAL SEAL]

STATE OF Alabama)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that James Cantrell, whose name as general partner of Colleton 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, in the capacity as such general partner and with full authority, executed same voluntarily on the day the same bears date.

Given under my hand and seal of office this 7th day of February, 1996.

[Signature]
Notary Public
My Commission Expires: 10/99

[NOTARIAL SEAL]

This instrument was prepared by Wendy Leigh Love, 420 North 20th Street, Suite 3000, Birmingham, Alabama 35203.

EXHIBIT A

That certain Grant of Non-Exclusive Perpetual Easement more particularly described in Instrument Number 1995-07790 and filed of record on March 27, 1995 in the Probate Office of Shelby County, Alabama.

EXHIBIT B

A parcel of land in the NW ¼ of the SW ¼ and the S ½ of the NW ¼ of Section 7, Township 19 South, Range 2 East; and the N ½ of the SE ¼, the E ½ of the SW ¼ and the SE ¼ of NE ¼ of Section 12, Township 19 South, Range 1 East, more particularly described as follows:

Commence at the Northeast corner of Section 12, Township 19 South, Range 1 East; thence run South along the East line of Section 12 for a distance of 1318.74 feet; thence turn an angle to the right of 88 degrees, 14 minutes and run West along the North line of the SE ¼ of the NE ¼ for a distance of 300.00 feet to the point of beginning; from the point of beginning thus obtained continue along the last described course for a distance of 1020.67 feet; thence run South along the East line of the SE ¼ of the NE ¼ for a distance of 1324.83 feet; thence run West along the North line of the NW ¼ of the SE ¼ for a distance of 1320.41 feet; thence run South along the West line of the NW ¼ of the SE ¼ for a distance of 356.6 feet; thence run West for a distance of 1129.47 feet; thence run Northwest for a distance of 246.0 feet to a point on the West line of the NE ¼ of the SW ¼ being located 252.0 feet South of the Northwest corner; thence run South along the West line of the NE ¼ of the SW ¼ and the SE ¼ of the SW ¼ for a distance of 2337.7 feet; thence run East along the South line of the SE ¼ of the SW ¼ for a distance of 1564.96 feet; thence run North along the East line of the SE ¼ of the SW ¼ for a distance of 1285.5 feet; thence run East along the South line of the NW ¼ of the SE ¼ and the NE ¼ of the SE ¼ for a distance of 1613.0 feet; thence run North for a distance of 440.22 feet; thence run East for a distance of 1013.74 feet to a point on the West line of Section 7, Township 19 South, Range 2 East; then run South along the West line for a distance of 440.22 feet; then run East along the South line of the NW ¼ of the SW ¼ for a distance of 1331.02 feet; thence run North along the East line of the NW ¼ of the SW ¼ for a distance of 1326.6 feet; thence run East along the South line of the SE ¼ of the NW ¼ for a distance of 917.74 feet; thence turn an angle to the left of 148 degrees, 51 minutes, 45 seconds and run Northwest for a distance of 831.17 feet; thence turn and angle to the left of 10 degrees, 31 minutes, 59 seconds and run Northwest for a distance of 614.00 feet; thence turn an angle to the left of 27 degrees, 52 minutes, 09 seconds and run Southwest for a distance of 2187.27 feet; thence turn an angle to the right of 142 degrees, 32 minutes, 53 seconds and run Northeast for a distance of 1343.06 feet to the point of beginning; being situated in Shelby County, Alabama. Contains 231.8 acres±.

A parcel of land in the E ½ of the SE ¼ of Section 7, and the NE ¼ of Section 7, Township 19 South, Range 1 East, Shelby County, Alabama, more particularly described as follows:

Begin at the Northeast corner of Section 7, Township 19 South, Range 2 East; thence run South along the East line of Section 7 for a distance of 5280.0 feet; thence turn an angle to the right of 88 degrees, 59 minutes and run West along the South line of Section 7 for a distance of 1324.52 feet; thence turn an angle to the right of 92 degrees, 09 minutes and run North along the West line of the East ½ of the Southeast ¼ for a distance of 2668.9 feet; thence turn an angle to the left of 92 degrees, 28 minutes and run West along the South line of the SW ¼ of the NE ¼ for a distance of 534.75 feet; thence turn an angle to the right of 119 degrees, 22 minutes, 23 seconds and run Northeast for a distance of 2991.36 feet to a point on the North line of Section 7; thence turn an angle to the right of 60 degrees, 54 minutes, 37 seconds and run East along the North line of Section 7 for a distance of 400.00 feet to the point of beginning; being situated in Shelby County, Alabama. Contains 145.6002 Acres.

A parcel of land in the SE 1/4 of the NE 1/4 of Section 12, Township 19 South, Range 1 East and the North 1/2 of Section 7, Township 19 South, Range 2 East, more particularly described as follows:

Commence at the Northwest corner of Section 7, Township 19 South, Range 2 East; thence run South along the West line of Section 7 for a distance of 1318.74 feet; thence turn an angle to the right of 88 degrees, 14 minutes and run West for a distance of 300.00 feet; thence turn an angle to the left of 45 degrees and run Southwest for a distance of 911.16 feet to the point of beginning; from the point of beginning thus obtained continue along the last described course for a distance of 431.90 feet; thence turn an angle to the left of 142 degrees, 32 minutes, 53 seconds and run Northeast for a distance of 2187.27 feet; thence turn an angle to the right of 27 degrees, 52 minutes, 09 seconds and run Southeast for a distance of 614.00 feet; thence turn an angle to the left of 78 degrees, 47 minutes, 04 seconds and run Northeast for a distance of 206.42 feet; thence turn an angle to the left of 83 degrees, 52 minutes, 14 seconds and run Northwest for a distance of 609.69 feet; thence turn an angle to the left of 23 degrees, 24 minutes, 54 seconds and run Northwest for a distance of 219.10 feet; thence turn an angle to the left of 25 degrees, 35 minutes, 03 seconds and run Southwest for a distance of 1888.51 feet to the point of beginning; being situated in Shelby County, Alabama. Contains 20.00 Acres.

A parcel of land in the SE 1/4 of NE 1/4 of Section 12, Township 19 South, Range 1 East and the N 1/2 of Section 7, Township 19 South, Range 2 East, more particularly described as follows:

Commence at the Northwest corner of Section 7, Township 19 South, Range 2 East; thence run South along the West line of Section 7 for a distance of 1318.74 feet; thence turn an angle to the right of 88 degrees, 14 minutes and run West for a distance of 300.00 feet; thence turn an angle to the left of 45 degrees and run Southwest for a distance of 315.41 feet to the point of beginning; from the point of beginning thus obtained continue along the last described course for a distance of 595.75 feet; thence turn an angle to the left of 146 degrees, 19 minutes, 58 seconds and run Northeast for a distance of 1888.51 feet; thence turn an angle to the right of 25 degrees, 35 minutes, 03 seconds and run Southeast for a distance of 219.10 feet; thence turn an angle to the right of 23 degrees, 24 minutes, 54 seconds and run Southeast for a distance of 609.69 feet; thence turn an angle to the left of 96 degrees, 07 minutes, 46 seconds and run Northeast for a distance of 370.03 feet; thence turn an angle to the left of 92 degrees, 22 minutes, 51 seconds and run Northwest for a distance of 995.47 feet; thence turn an angle to the left of 41 degrees, 44 minutes, 39 seconds and run Southwest for a distance of 1485.32 feet to the point of beginning; being situated in Shelby County, Alabama. Contains 20.00 Acres.

A parcel of land in the SE 1/4 of NE 1/4 of Section 12, Township 19 South, Range 1 East and the North 1/2 of Section 7, Township 19 South, Range 2 East, more particularly described as follows:

Commence at the Northwest corner of Section 7, Township 19 South, Range 2 East; thence run South along the West line of Section 7 for a distance of 871.69 feet to the point of beginning; from the point of beginning thus obtained continue along the last described course for a distance of 447.05 feet; thence turn an angle to the right of 88 degrees, 14 minutes and run West for a distance of 300.00 feet; thence turn an angle to the left of 45 degrees and run Southwest for a distance of 315.41 feet; thence turn an angle to the left of 147 degrees, 35 minutes, 17 seconds and run Northeast for a distance of 1485.32 feet; thence turn an angle to the right of 41 degrees, 44 minutes, 39 seconds and run Southeast for a distance of 995.47 feet; thence turn an angle to the left of 87 degrees, 37 minutes, 09 seconds and run Northeast for a distance of 276.20 feet; thence turn an angle to the left of 79 degrees, 17 minutes, 56 seconds and run Northwest for a distance of 481.99 feet; thence turn an angle to the left of 08 degrees, 56 minutes, 51 seconds and run Northwest for a distance of 266.21 feet; then turn an angle to the left of 16 degrees, 45 minutes, 20 seconds and run Northwest for a distance of 496.09 feet; thence turn an angle to the left of 17 degrees, 33 minutes, 30 seconds and run West for a distance of 871.80 feet to the point of beginning; being situated in Shelby County, Alabama. Contains 20.00 Acres.

A parcel of land located in the N 1/2 of Section 7, Township 19 South, Range 2 East, more particularly described as follows:

Commence at the Northwest corner of Section 7, Township 19 South, Range 2 East; thence run South along the West line of Section 7 for a distance of 247.68 feet to the point of beginning; from the point of beginning thus obtained continue along the last described course for a distance of 624.01 feet; thence turn an angle to the left of 92 degrees, 47 minutes, 26 seconds and run East for a distance of 871.80 feet; thence turn an angle to the right of 17 degrees, 33 minutes, 30 seconds and run Southeast for a distance of 266.21 feet; thence turn an angle to the right of 16 degrees, 45 minutes, 20 seconds and run Southeast for a distance of 481.99 feet; thence turn an angle to the right of 08 degrees, 56 minutes, 51 seconds and run Southeast for a distance of 292.80 feet; thence turn an angle to the left of 100 degrees, 42 minutes 04 seconds and run Northeast for a distance of 292.80 feet; thence turn an angle to the left of 78 degrees, 14 minutes, 58 seconds and run Northwest for a distance of 817.15 feet; thence turn an angle to the left of 27 degrees, 40 minutes, 26 seconds and run Northwest for a distance of 1521.85 feet to the point of beginning; being situated in Shelby County, Alabama. Contains 20.00 Acres.

A parcel of land in the N 1/2 of Section 7, Township 19 South, Range 2 East, more particularly described as follows:

Begin at the Northwest corner of Section 7, Township 19 South, Range 2 East; thence run South along the West line of Section 7 for a distance of 247.68 feet; thence turn an angle to the left of 76 degrees, 09 minutes, 12 seconds and run Southeast for a distance of 1521.85 feet; thence turn an angle to the right of 27 degrees, 40 minutes, 26 seconds and run Southeast for a distance of 817.15 feet; thence turn an angle to the left of 101 degrees, 45 minutes, 02 seconds and run Northeast for a distance of 481.52 feet; thence turn an angle to the left of 88 degrees, 37 minutes, 45 seconds and run Northwest for a distance of 802.31 feet; thence turn an angle to the left of 14 degrees, 27 minutes, 54 seconds and run Northwest for a distance of 1173.23 feet to a point on the North line of Section 7; thence turn an angle to the left of 161 degrees, 33 minutes, 27 seconds and run West along the North line of Section 7 for a distance of 518.19 feet to the point of beginning; being situated in Shelby County, Alabama. Contains 20.00 Acres.

A parcel of land in the N 1/2 of Section 7, Township 19 South, Range 2 East, more particularly described as follows:
Commence at the Northwest corner of Section 7, Township 19 South, Range 2 East; thence run East along the North line of Section 7 for a distance of 518.19 feet to the point of beginning; from the point of beginning thus obtained continue along the last described course for a distance of 2680.79 feet; thence turn an angle to the right of 29 degrees, 16 minutes, 22 seconds and run Southwest for a distance of 697.23 feet; thence turn an angle to the left of 29 degrees, 11 minutes, 26 seconds and run Southwest for a distance of 546.88 feet; thence turn an angle to the right of 91 degrees, 22 minutes, 15 seconds and run Northwest for a distance of 802.31 feet; thence turn an angle to the left of 14 degrees, 27 minutes, 54 seconds and run Northwest for a distance of 1173.23 feet to the point of beginning; being situated in Shelby County, Alabama. Contains 20.00 Acres.

A parcel of land in the N 1/2 of Section 7, Township 19 South, Range 2 East, more particularly described as follows:
Commence at the Northeast corner of Section 7, Township 19 South, Range 2 East; thence run West along the North line of Section 7 for a distance of 400.00 feet to the point of beginning; from the point of beginning thus obtained continue along the last described course for a distance of 1627.71 feet; thence turn an angle to the left of 29 degrees, 16 minutes, 22 seconds and run Southwest for a distance of 697.23 feet; thence turn an angle to the left of 29 degrees, 11 minutes, 26 seconds and run Southwest for a distance of 253.15 feet; thence turn an angle to the left of 90 degrees and run Southeast for a distance of 157.04 feet; thence turn an angle to the left of 41 degrees, 54 minutes, 17 seconds and run Northeast for a distance of 2126.73 feet; thence turn an angle to the left of 50 degrees, 32 minutes, 31 seconds and run Northeast for a distance of 293.03 feet to the point of beginning; being situated in Shelby County, Alabama. Contains 20.00 Acres.

A parcel of land in the N 1/2 of Section 7, Township 19 South, Range 2 East, more particularly described as follows:
Commence at the Northeast corner of Section 7, Township 19 South, Range 2 East; thence run West along the North line of Section 7 for a distance of 400.00 feet; thence turn an angle to the left of 60 degrees, 54 minutes, 37 seconds and run Southwest for a distance of 293.03 feet to the point of beginning; from the point of beginning thus obtained continue along the last described course for a distance of 502.62 feet; thence turn an angle to the right of 50 degrees, 40 minutes, 40 seconds and run Southwest for a distance of 1931.02 feet; thence turn an angle to the right of 41 degrees, 46 minutes, 08 seconds and run Northwest for a distance of 321.10 feet; thence turn an angle to the right of 90 degrees and run Northeast for a distance of 368.04 feet; thence turn an angle to the right of 90 degrees and run Southeast for a distance of 157.04 feet; thence turn an angle to the left of 41 degrees, 54 minutes, 17 seconds and run Northeast for a distance of 2126.73 feet to the point of beginning; being situated in Shelby County, Alabama. Contains 20.00 Acres.

A parcel of land in the N 1/2 of Section 7, Township 19 South, Range 2 East, more particularly described as follows:
Commence at the Northeast corner of Section 7, Township 19 South, Range 2 East; thence run West along the North line of Section 7 for a distance of 400.00 feet; thence turn an angle to the left of 60 degrees, 54 minutes, 37 seconds and run Southwest for a distance of 795.65 feet to the point of beginning; from the point of beginning thus obtained continue along the last described course for a distance of 711.77 feet; thence turn an angle to the right of 60 degrees, 40 minutes, 31 seconds and run Southwest for a distance of 1649.73 feet; thence turn an angle to the right of 31 degrees, 46 minutes, 17 seconds and run Northwest for a distance of 389.19 feet; thence turn an angle to the right of 90 degrees and run Northeast for a distance of 293.45 feet; thence turn an angle to the right of 90 degrees and run Southeast for a distance of 321.10 feet; thence turn an angle to the left of 41 degrees, 46 minutes, 17 seconds and run Northeast for a distance of 1931.02 feet to the point of beginning; being situated in Shelby County, Alabama. Contains 20.00 Acres.

A parcel of land in the N 1/2 of Section 7, Township 19 South, Range 2 East, more particularly described as follows:
Commence at the Northeast corner of Section 7, Township 19 South, Range 2 East; thence run West along the North line of Section 7 for a distance of 400.00 feet; thence turn an angle to the left of 60 degrees, 54 minutes, 37 seconds and run Southwest for a distance of 1507.42 feet to the point of beginning; from the point of beginning thus obtained continue along the last described course for a distance of 646.12 feet; thence turn an angle to the right of 70 degrees, 11 minutes, 58 seconds and run Northwest for a distance of 1594.96 feet; thence turn an angle to the right of 22 degrees, 14 minutes, 51 seconds and run Northwest for a distance of 343.07 feet; thence turn an angle to the right of 90 degrees and run Northeast for a distance of 380.76 feet; thence turn an angle

to the right of 90 degrees and run Southeast for a distance of 389.19 feet; thence turn an angle to the left of 31 degrees, 46 minutes, 17 seconds and run East for a distance of 1649.73 feet to the point of beginning; being situated in Shelby County, Alabama. Contains 20.00 Acres.

A parcel of land in the N 1/2 of Section 7, Township 19 South, Range 2 East, more particularly described as follows:
Commence at the Northeast corner of Section 7, Township 19 South, Range 2 East; thence run West along the North line of Section 7 for a distance of 400.00 feet; thence turn an angle to the left of 60 degrees, 54 minutes, 37 seconds and run Southwest for a distance of 2153.54 feet to the point of beginning; from the point of beginning thus obtained continue along the last described course for a distance of 753.60 feet; thence turn an angle to the right of 87 degrees, 25 minutes, 37 seconds and run Northwest for a distance of 1420.89 feet; thence turn an angle to the right of 05 degrees, 01 minute, 12 seconds and run Northwest for a distance of 436.03 feet; thence turn an angle to the right of 90 degrees and run Northeast for a distance of 273.38 feet; thence turn an angle to the right of 90 degrees and run Southeast for a distance of 343.07 feet; thence turn an angle to the left of 22 degrees, 14 minutes, 51 seconds and run Southeast for a distance of 1594.96 feet to the point of beginning; being situated in Shelby County, Alabama. Contains 20.00 Acres.

A parcel of land in the N 1/2 of Section 7, Township 19 South, Range 2 East, more particularly described as follows:
Commence at the Northeast corner of Section 7, Township 19 South, Range 2 East; thence run West along the North line of Section 7 for a distance of 400.00 feet; thence turn an angle to the left of 60 degrees, 54 minutes, 37 seconds and run Southwest for a distance of 2907.14 feet to the point of beginning; from the point of beginning thus obtained continue along the last described course for a distance of 84.21 feet to a point on the South line of the North 1/2 of Section 7; thence turn an angle to the right of 60 degrees, 37 minutes, 37 seconds and run West along the South line for a distance of 1205.07 feet; thence turn an angle to the right of 31 degrees, 08 minutes, 15 seconds and run Northwest for a distance of 831.17 feet; thence turn an angle to the right of 90 degrees, 40 minutes, 57 seconds and run Northeast for a distance of 605.08 feet; thence turn an angle to the right of 90 degrees and run Southeast for a distance of 436.03 feet; thence turn an angle to the left of 05 degrees, 01 minute, 12 seconds and run Southeast for a distance of 1420.89 feet to the point of beginning; being situated in Shelby County, Alabama. Contains 20.00 Acres.

Inst # 1996-04784

02/15/1996-04784
09:37 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
022 MCD 62.00