

DECLARATION OF PROTECTIVE COVENANTS
FOR HIGH HAMPTON SECTOR TWO,
AS RECORDED IN MAP BOOK 22 PAGE 007
IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

STATE OF ALABAMA)

SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, the undersigned, SAVANNAH DEVELOPMENT, INC., (Developer),
is the owner of all of the following described property:

High Hampton, Sector Two, as recorded in Map Book 22 page 007
Shelby County, Alabama.

WHEREAS, the undersigned desires to subject said Property and each lot
located is said survey to the conditions, limitations and restrictions
hereinafter set forth.

NOW, THEREFORE, the undersigned does hereby expressly adopt the
following protective covenants, conditions and limitations for said
subdivision to-wit:

That said Property and each lot located in said subdivision shall
be and the same are hereby subject to the following conditions, limitations
and restrictions.

I. ARCHITECTURAL CONTROL

A. ARCHITECTURAL CONTROL COMMITTEE

The architectural review and control functions shall be
administered and performed by the Architectural Control
Committee (hereinafter referred to as the "ACC"), which shall
consist of not more than three (3) persons appointed by the
developer. A majority of the ACC may designate a representative
to act for and on its behalf. In the event of death or resignation
of a member of the ACC, the developer shall have full authority
to designate a successor. Neither the members of the ACC, nor
its designated representatives, shall be entitled to any compen-
sation for services performed pursuant to this covenant. So long
as the developer owns any lot within the property, at least two
(2) members of the ACC shall be designated by the developer.

B. POWERS AND DUTIES OF THE ARCHITECTURAL CONTROL COMMITTEE

B.1. All plans and specifications including the site plans of
residences on any lot in High Hampton, Sector Two, shall be
first filed with and approved by the ACC before any construc-
tion is commenced. The ACC shall have the authority to
require modification and changes to plans and specifications

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if it deems the same necessary in its sole judgement to seek conformity of the proposed dwelling with restrictions thereof. All plans must include a summary specifications list of proposed materials and samples of exterior materials which cannot be adequately described on the plans, and of materials the committee is unfamiliar.

- B.2. The ACC may also require such additional information as reasonably may be necessary for the ACC to evaluate completely the proposed structure or improvement in accordance with this Declaration. All information submitted to the ACC shall be delivered to the Developer at 2086 Valleydale Terrace, Birmingham, Alabama or such other address as may be reflected by the ACC in a duly recorded instrument filed in the Probate Office of Shelby County, Alabama. To approve or disapprove the submitted plans and specifications for any improvement or structure as hereinabove described prior to commencement of construction of such improvement or structure, the ACC shall have full authority. The approval by the ACC of plans and specifications submitted for its approval, as herein specified, shall not be deemed to be a waiver by the ACC of the right to object to any of the features or elements embodied in such plans or specifications if and when the same features and elements are embodied in any subsequent plans and specifications submitted for approval for use on other lots. In the event the ACC shall fail, for a period of fifteen (15) days from the date of receipt of such submission, to approve or disapprove any plans or specifications submitted to it for approval, the same shall be deemed to have been approved.

C. NECESSITY OF ARCHITECTURAL REVIEW AND APPROVAL

- C.1. The authority to review and approve any plans and specifications as provided herein is a right and not an obligation. Contractors and Owners shall have the sole obligation to oversee and to construct dwellings in accordance with the restrictions hereof and the plans and specifications approved by the ACC.
- C.2. Any remodeling, reconstruction, alterations or additions to an existing residence shall require the written approval of the ACC, and shall comply with all restrictions and covenants.

11. EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS

- A. All lots in the tract shall be known and described as residential lots and shall be used for single family residential purposes exclusively. All builders must be approved by the developer prior to the start of construction.

- B. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family dwelling not to exceed 35 feet in height, and a private garage, and other out buildings incidental to and necessary for proper residential use of the lot. Any out building will be in conformity to the standards set herein and approved by the ACC.
- C. Notwithstanding anything to the contrary herein, the undersigned developer or their assigns shall be permitted to construct and maintain on one lot only a structure and related facilities designed and used as a construction field office including the lots subject to these covenants and adjoining land improvements thereon owned by the undersigned or their assigns.
- D. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat or required by applicable zoning laws.
- E. No dwellings shall be erected containing less than one thousand eight hundred (1,800) square feet of living (heated) area for one-story buildings exclusive of porches, garages, and basements. An 1 1/2 story dwelling must contain at least two thousand two hundred (2,200) square feet of living (heated) area. Any two story dwelling must have at least two thousand four hundred (2,400) square feet of living area.
- F. The entrance way, Hampton Lake, and all areas on the recorded plat, which are depicted as common area or beautification easements shall be for the purpose of maintenance and upkeep considered common area, and shall be maintained by the High Hampton Homeowners' Association, (hereinafter referred to as "Homeowners' Association") as herinafter provided.
- G. BUILDING REQUIREMENTS
- G.1. The roof pitch on any residence shall not be less than 8 & 12 unless first approved in writing by the ACC.
- G.2. No residence shall have an open carport or front drive unless specifically approved in writing by the ACC.
- G.3. All porches on the front and sides of any dwelling shall be supported by the foundation of the structure.
- G.4. All dwellings will have wooden or vinyl clad windows, 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 ACC.
- G.5. The use of siding on any dwelling must be specifically approved in writing, by the ACC. Siding may not be used on the rear of any dwelling abutting a lake or common area.

- G.6. No cantilevered chimney chases shall be allowed on the front or side 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 ACC. Bay windows on the front or side of the dwelling must have a bottom return.
- G.7. GARAGES - Garage doors shall not be permitted on the front of houses. In cases where it is unavoidable due to terrain, electric automatic door closers shall be used and the interior of the garage shall be of sheetrock and painted. Unless excepted in writing by the ACC, all garage doors shall be located in the side or rear of houses.
- G.8. HVAC EQUIPMENT - Outside air-conditioning units may not be located in the front yard or any required side yard on corner lot. Such units on the side of an interior lot dwelling must be screened from sight by adequate landscaping.
- G.9. Wood frame or vinyl clad windows will be used exclusively on the sides, fronts, and rears of the dwellings constructed. Painted or unpainted aluminum windows may not be used.
- G.10. CONCRETE BLOCKS - No concrete block work, including foundations, concrete block steps, walkways, walls or any other concrete block work, whether painted, stuccoed or otherwise, shall show above ground or from the exterior of any building.
- G.11. 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.
- G.12. 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 viewed from the street.
- G.13. 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.

III. GENERAL PROVISIONS

A. MAINTENANCE

- A.1. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such lot which shall tend to decrease the beauty of the specific area or of the neighborhood as a whole.

- A.2. No refuse pile or unsightly object shall be allowed to be placed or suffered to remain upon any part of the property, including vacant lots. The undersigned reserve the right (after ten (10) days notice to the Owner) to enter any residential lot during normal working hours for the purpose of removing trash or refuse which in the opinion of the undersigned detracts from the overall beauty and safety of the Development and may charge the Owner a reasonable cost for such services, which charge shall constitute a lien upon such lot enforceable by appropriate proceedings at law or equity. This provision shall not apply to the undersigned Developer and Builders or their assigns during the sales and development period, such sales period to extend until the last lot is sold by the undersigned.

B. OTHER PROVISIONS

- B.1. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except dogs and/or cats. Other household pets and one (1) horse per acre of land may be kept provided they are not kept, bred or maintained for any commercial purpose.
- B.2. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become annoyance or nuisance to the neighborhood.
- B.3. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
- B.4. No trash, garbage or other refuse shall be dumped, stored or accumulated on any lot. Trash, garbage or other waste shall not be kept on any lot except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed or screened by shrubbery or other appropriate material approved in writing by the ACC as not to be visible from any road or within sight distance of the lot at any time except during refuse collection. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted, except during the construction period, or with approval of or supervision by the Pelham Fire Department.
- B.5. No structure of a temporary character, trailer, basement, tent or shack shall be used at any time as a residence either temporarily or permanently. There shall be no occupancy of any dwelling until the interior and exterior of the dwelling is completed and a Certificate of Occupancy is issued by the City of Pelham.

- B.6. No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than two (2) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. All signs shall comply with design specifications of the ACC. No sign shall be nailed to trees. This provision shall not apply to the Developer or Builders or their assigns during the sales period.
- B.7. No chain link or solid wood fencing shall extend nearer the street than the rear line of the dwelling. In any event, all fences must be approved in advance by the ACC.
- B.8. No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authority.
- B.9. No automobiles will be stored on any lot or kept on blocks unless in the basement or garage of a structure... Boats, utility trailers, recreational vehicles and travel trailers must either be parked or stored in the basement, garage, or on a separate parking pad located behind the front building line of the residential structure and not visible from the street fronting the structure. No tractor trailer trucks, panel vans or other commercial truck in excess of one (1) ton classification shall be parked or stored on any lot.
- B.10. No satellite, microwave dishes or television or radio antennas shall be placed on any lot in the subdivision; unless approved in writing by the ACC, but in no event shall satellite, microwave dishes or television or radio antennas be visible from any street, lake or common area of the subdivision.
- B.11. No individual sewage disposal system shall be permitted on any lot unless such system is designated, located and constructed in accordance with the requirements, standards, and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authority.
- B.12. 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 any dwelling.
- B.13. No fence, wall hedge or shrub planting which obstructs sight lines at elevations between two (2) and five (5) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in

the case of a rounded property corner from the intersection of the street property lines extended. The same sightline limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at such sufficient heights to prevent obstruction of such sightlines.

- B.14. 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 an undisturbed state, typical of an oak-hickory forest, and that each lot owner is required to replace dying, diseased or absent trees in order to maintain a desired degree of tree coverage. Hence, 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; the owner must replant dead or diseased trees; any clearing, cutting or pastureland must be approved by the ACC and must be located behind the home and no closer than thirty (30) feet from the boundary line.
- B.15. Developer or its transferrors or assigns reserves the right to make any road or other improvements abutting on said property, to change the present road or other street grades, if necessary, without liability to the lot owners their heirs and assigns for any claims for damages; and further reserves the right to change or modify the restrictions on any property in said development.
- B.16. During all construction, all vehicles, including those delivering supplies, must enter the building lot on the driveway only as approved by the undersigned so as not to unnecessarily damage trees, and street paving. Any damage not repaired by the contractor will be repaired by the undersigned (after ten (10) days written notice) and will be charged to the contractor (owner) at a reasonable charge for such services, which charge shall constitute a lien upon such enforceable by appropriate proceedings at law or equity. During construction, all Builders must keep the homes, garages, and building sites clean. All building debris, stumps, trees, etc. must be removed from each building lot by the Builder as often as necessary to keep the house and lot attractive. Such debris will not be dumped in any area of the Development.
- B.17. The undersigned reserve, for themselves, their successors and assigns, the right to use, dedicate and/or convey to the State of Alabama, and/or to the appropriate utility company or companies, rights of way or easements on, over, across or under the ground to erect, maintain and use utilities, electric and telephone poles, wires, cables conduits, storm sewers, sanitary sewers, conveniences or utilities on, in and over strips of land ten (10) feet in width along the rear property line of each lot and five (5) in width along each side line of each lot.

- B.18. HAMPTON LAKE - There shall be reserved for the Developer, its heirs and assigns (including the Homeowners' Association) a beautification easement extending from the water line of Hampton Lake for thirty (30) feet inward on the lot. No permanent structure or other item detracting from the aesthetic value of said lake shall be permitted to be constructed or remaining on said easement. Other lakes in the subdivision shall be deeded to the abutting property owners who may, from time to time, establish such rules and regulations for their exclusive use as they determine to be appropriate. There shall be no live bait used in any of the lakes, nor shall there be any motor driven boats allowed.
- B.19. 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 Developer, it's successors and assigns.
- B.20. To insure the maintenance of the natural beauty, no owner shall be allowed to dam up the creeks or any waterway which flows through said development nor shall he change the flow of said creek, waterway or wet weather streams.
- B.21. Motorized vehicular traffic of any type is strictly prohibited on any common area or beautification easement in the Development except as may be required by the Developer of Homeowner's Association for maintenance or construction.
- B.22. No basketball goal or similar object may be installed nearer the street than the front building line of the dwelling. The backboard will be of clear or smoked flexiglas construction and the supporting structure shall be painted dark green.
- B.23. All mailboxes shall be of a standard design and type as determined by the Developer and shall be installed at the expense of the builder or owner.
24. No lot in said subdivision may be subdivided or replatted without the express written consent and approval of the Developer and the appropriate government agency.

IV. HIGH HAMPTON HOMEOWNERS' ASSOCIATION

- A. Every owner of a lot in the Development is subject to assessment and shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment and subject to the provisions of the Protective Covenants.
- B. The Association shall have one (1) class of voting membership. The members shall be owners and shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any lot.

C. ASSESSMENT

- C.1. There will be an annual assessment of One Hundred Twenty and no/100 Dollars (\$120.00) to be paid for the maintenance of the entrance way, Hampton Lake, landscaping and any other deemed common area within the subdivision. The assessment will be due and payable at the closing of each home in the subdivision, or twelve (12) months from the lot closing, or whichever occurs first. The annual assessment of One Hundred Twenty and no/100 Dollars (\$120.00) shall be made payable to Savannah Development, Inc. Maintenance Account and due on the anniversary date of each year thereafter until one hundred per cent (100%) of the homes in the subdivision have sold and closed.
- C.2. With respect to lots 78, 79, 80, 81, and 82 the annual assessment shall not exceed that of one (1) lot until and unless any lot is used for the location of a dwelling. In that event, the lot so used shall be assessed as an individual lot at the then level of assessment. The same shall also extend to voting privileges.
- C.3. The homeowner will be notified in writing within thirty (30) days of 100% of the homes closing that the assessment will then become due to the High Hampton Homeowners' Association and placed in an escrow account. The certification of 100% of the homes closing shall state that the ACC, maintenance of the entrance way, Hampton Lake, landscaping and any other deemed common area in the subdivision will be the sole responsibility of the High Hampton Homeowners' Association. The Developer shall have the sole authority to allow the Homeowners' Association to take over the above responsibilities at an earlier date if he so chooses by a recorded document.
- C.4. The maximum annual assessment may be increased each year by not more than five (5) percent of the previous year's assessment without a majority vote of the Homeowners' Association. The Homeowners' Association may fix the annual assessment at an amount not to exceed One Hundred Fifty and no/100 Dollars (\$150.00) unless greater assessment be approved by a two-thirds (2/3) vote of the membership of the Homeowners' Association.
- C.5. Written notice of any meeting called for the purpose of taking any action authorized under Section C.4. shall be sent to all members not less than thirty (30) days but not more than sixty (60) days in advance of the meeting. At the first such called meeting, the presence of members or proxies entitled to cast sixty (60) percent of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

- C.6. The Homeowners' Association shall upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment has been paid. A properly executed certification of the Association as to the status of the assessment on a lot is binding upon the Association as of the date of its issuance. This will be the responsibility of the Developer until such time as it is turned over to the Association.
- C.7. Any assessments which are not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per annum. The Association may bring action against the Owner personally obligated to pay the same or foreclose the lien against the property. This lien may be foreclosed by the Association upon the sale of the property by Owner or the nonpayment of assessment for two (2) consecutive years. No owner may waive or otherwise escape liability for the assessment provided herein. (except for Section C.2.)
- C.8. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lots shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceedings and lien thereof shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall release such lot from liability for any assessment thereafter becoming due or from the lien thereof.

V. PROTECTIVE COVENANTS RUNNING WITH THE LAND

It is understood and agreed that the foregoing covenants and restrictions shall attach to and run with the land for a period of twenty-five (25) years from date of recording, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless by a vote of the majority of the then owners of the lots, it is agreed to change same in whole or part, and that it shall be lawful for the developer and lot owners to institute and prosecute any proceedings at law or in equity against that person, persons, corporation or corporations violating or threatening to violate said covenants and restrictions; and failure to institute proceedings for any one or more violations shall not constitute approval of same or be construed as a waiver of any right of action contained herein, for past or future violations of said covenants and restrictions.

VI. ALTERATION

These covenants and restrictions may be altered only with the consent of a majority vote of lot owners and agreement of the developer.

VII. NOTICES

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

VIII. SEVERABILITY

Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement, and in the event any one or more of said covenants or restrictions shall, for any reason, be held to be invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect. Invalidity of any provision or provisions hereof by judgement or court order shall in no way affect any previous other provision, all of which shall remain in full force and effect.

IX. GOVERNING LAW

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

X. CAPTIONS

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

XI. USAGE

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

XII. EFFECTIVE DATE

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

IN WITNESS WHEREOF, the said developer and lot owners have executed this instrument on the 11th day of December, 1996.

SAVANNAH DEVELOPMENT, INC.

BY: Susan G. Tucker

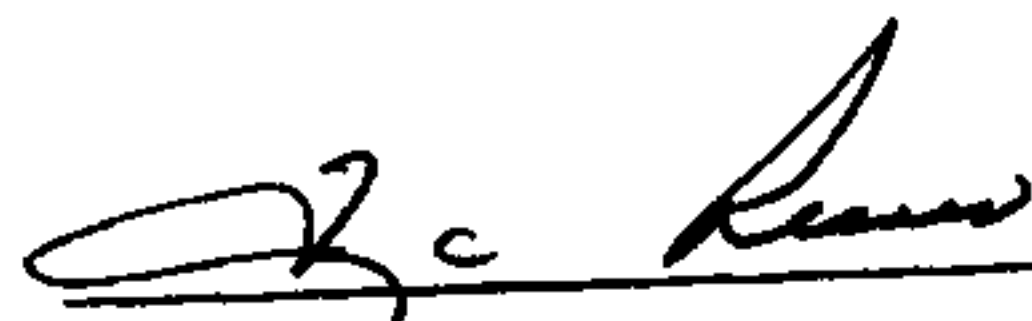
Its: President

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Susan G. Tucker, whose name as President of Savannah Development, Inc., is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this the 11 day of dec, 1996.


NOTARY PUBLIC

My Commission Expires:

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