

STATE OF ALABAMA)
COUNTY OF SHELBY)

MANNINGTON COVENANTS
RESIDENTIAL

DECLARATION OF PROTECTIVE COVENANTS
FOR
MANNINGTON

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, John A. Mann, Jr. (herein "Developer"), has heretofore acquired fee simple title to certain real property situated in Shelby County, Alabama and has subdivided such property into Tracts as described in the survey and map of Mannington as recorded in Map book 22, Page 157 in the probate office of Shelby County, Alabama ("Property");

WHEREAS, the Developer desires to develop the Property into a private residential estate community known as Mannington, subject to restrictions and covenants set forth in this Declaration of Protective Covenants for Mannington; (Declaration).

Now, therefore, the Developer does, upon recording hereof, declare and make the Property including each of the Tracts in the subdivision and any further subdivided Tracts as specifically authorized by this declaration subject to the covenants, restrictions, easements, and affirmative obligations set forth in this Declaration.

ARTICLE I
Mutuality of Benefit and Obligation

SECTION 1.1 The covenants and restrictions set forth herein are made for the mutual and reciprocal benefit of each Tract of the Property in Mannington and are intended to create mutual, equitable servitudes upon each Tract of the Property in Mannington, to create reciprocal rights between the respective Owners and future Owners of such Property, and to create a privity of contract and estate between the grantees of said Property, their heirs, successors and assigns. All tracts of Property shall be held, transferred, sold, conveyed, used, leased, occupied, mortgaged or otherwise encumbered subject to all covenants and restrictions of this Declaration applicable to each Owner's Tract.

ARTICLE II
Architectural Control and Committee

SECTION 2.1 Architectural Control Committee: The Mannington Architectural Control Committee (Committee) shall be composed of the Developer of the Property or the Developer's Appointees until such time at the Developer's sole discretion, it may transfer the power to appoint Committee members and the Committee functions to the Mannington Property Owners Association. The affirmative vote of a majority of the members of the Committee shall be required in order to issue any permit, authorization, opinion or approval required herein.

2.2 Approval Required: All improvements, uses, grading or clearing must be approved by the Committee. No building, fence, swimming pool, tennis court or any structure or improvement shall be erected, moved onto, placed or permitted to remain on, nor any clearing and grading commenced on any tract within the Property until the same has been submitted to and approved by the Committee.

No existing structure on any tract within the Property shall be altered in any way which materially changes the appearance, location or use until same has been submitted to and approved by the Committee.

2.2.1 Submission of Proposals: Two copies of Plans and Specifications for all improvements or alterations to improvements shall be submitted to the Committee in a form that will furnish adequate information to make an evaluation and shall include but not necessarily be limited to:

2.2.1.1 Plans and Specifications for all improvements showing the plan, exterior design elevations, all exterior materials and colors and a statement of use.

2.2.1.2 Site plan showing location of all improvements, fences, drainage, grading and clearing.

2.2.2 Evidence of Approval: Upon approval a Letter of Approval shall be issued in writing (two copies), signed by an authorized representative of the Committee and counter-signed by the applicant. One copy shall be furnished to the applicant and one copy retained by the Committee. Two copies of all plans, specifications or other documents used to support an application for approval shall be initialed on every page by a representative of the Committee and the applicant with one copy being retained by the Committee and one copy returned to the applicant.

2.2.3 Basis for Approval or Disapproval: Approval or Disapproval of proposed improvements or changes to a Tract will be based on the judgment of the Committee as to whether a proposal meets the covenants and restrictions requirements herein and there is compatibility or general harmony of the exterior design, appearance, exterior materials, exterior colors, uses, location, clearing, drainage, landscaping, final grades or other aspects with respect to existing improvements, topography and natural vegetation on subject tract or other tracts on the Property. Any disapproval shall be in writing stating the reasons for disapproval and suggestions of changes that would make the proposal approvable.

Inst # 1997-26725

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SHELBY COUNTY JUDGE OF PROBATE
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2.2.4 Failure to Obtain Approval: If any structure or improvement shall be altered, erected, placed or maintained upon any Tract otherwise than in accordance with plans and specifications approved by the Committee pursuant to the provisions of this Article II, such alterations, erection or maintenance shall be deemed to have been undertaken in violation of this Article II, and without the approval required herein, and, upon written notice from the Committee, any such structure so altered, erected, placed or maintained upon any tract in violation hereof shall be removed or realtered so as to extinguish such violation.

2.2.5 Letter of Compliance: Upon completion of the construction or alteration on any structure or improvement in accordance with the plans and specifications approved by the Committee, the Committee shall upon written request of the Owner thereof, issue a Letter of Compliance.

2.2.6 Waiver of Liability: The Committee shall undertake only to review plans and specifications based on the above factors for the purpose of aesthetics approval and promotion of architectural harmony within the community. Approval by the Committee shall not be construed as approval of building or site engineering, the structural integrity or soundness of any structure or subsurface conditions. All improvements shall comply with Shelby County and other applicable codes, permits and inspection requirements. Neither the Committee nor any agent thereof, nor Developer, nor any agent or employee thereof shall be responsible in any way for any failure of structure improvements to comply with requirements of this Declaration, although a Letter of Compliance has been issued, any defects in any plans and specifications submitted revised, or approved in accordance with the foregoing nor for any structural or other defects in any work done according to such plans and specifications and all persons submitting any such plans and specifications, and all persons relying thereon, agree not to sue or claim against the entities and persons referred to in this Section 2.2.6 for any cause arising out of the matters referred to in this Section 2.2.6 and further agree to and do hereby release said entities and persons for any and every such cause.

2.3 Use of Land: Each Tract, except Tract 1, on the Property will be used for single family purposes only. Tract 1 may be used as single family, equestrian center, or other recreational purposes as approved by the Committee. Common Areas, private right of ways and easements owned or leased by the Mannington Property Owners Association (Association) will be used only for uses authorized by the Association for amenities beneficial to Association members. The following restrictions apply to all improvements located on all Tracts on the Property.

2.4 Design Criteria: All structures will be of traditional architectural design. The placement of improvements and all site work should be harmonious with the natural setting of trees and plants, topography, relationship to lakes and other existing factors.

2.4.1 Primary Dwelling Structure Size: No Tract shall contain more than one primary dwelling. No primary dwelling shall contain less than 1800 square feet for one story, 2400 square feet for a one and a half story, and 2800 square feet for a two story of finished and heated living area exclusive of porches, garages, basements, attics or other unheated areas. All garages will be completely enclosed and all garage doors shall have automatic electric garage door openers. For the purpose of these restrictions, "Tract" shall mean any Tract contained in the map of Mannington recorded in Map Book 22, Page 157, Office of the Judge of Probate, Shelby County, Alabama and any further subdivided tract as specifically authorized by this Declaration (see item 5.12)

2.4.2 Exterior Materials: The following restrictions apply to exterior materials for all structures located on the Property with use of approved materials subject to final approval by the Committee:

2.4.2.1 Approved Materials:

- Brick
- Stucco (Dryvit)
- Stone
- Wood or Painted Masonite siding
- Wood or Encased windows and sliding doors
- Solid masonry chimneys (from foundation to cap)
- Solid wood or painted metal garage doors

2.4.2.2 Prohibited Exterior Materials:

- Exposed Concrete Block (Even if painted)
- Exposed Concrete Walls (Even if painted)*
- Vinyl or Metal siding
- Aluminum or other metal windows and sliding doors
- Asbestos shingles
- Sheetrock (Even if painted)
- Metal flue chimneys with or without wood or other materials partition enclosure
- Particle board (beaver board or other similar materials) paneled garage doors

*Except the bridge and bridge abutments going to the island on Tract 6 which are approved to remain as painted concrete.

2.4.3 Building Location: No building shall be erected or allowed to remain on any Tract within 200 feet of the road property line, or within 75 feet of the lake shoreline or rear property line whichever is closer, or within 30 feet of any side property line of said Tract.

2.4.4 Temporary Structures and Outbuildings: Mobile, modular, prebuilt or similar type homes will not be allowed on the Property. Metal buildings will not be allowed on the Property. No temporary dwellings, stables or other buildings shall be built and used for residential purposes prior to the completion of the Primary Dwelling. After completion of the primary dwelling on any tract, stables, barns, guest houses or other appropriate outbuildings shall be allowed subject to approval of the Committee. Prior to the completion of a Primary Dwelling, a stable, barn or boat house may be constructed so long as these buildings are not used for residential purposes and are approved by the Committee. All buildings will conform to the exterior materials restrictions in Section 2.4.2 above.

2.4.5 Piers or Docks: Piers and docks including any overhangs or other projections shall be built behind the existing shoreline (cut into or placed on the existing shore) except the site on Tract 6 adjacent to the dam in the offset South of Mannington Lake Drive, which will be reserved for owners of non-lake front or community docks and said docks shall project into the lake from the Dam shoreline. The existing perimeter trail around the lake will be relocated around the pier or dock as close as possible to the existing location so as not to impede or change its ease of use and relationship to the Lake. All structures shall be designed to be harmonious with the surrounding area in appearance through choice of materials and landscaping. No fence or obstruction of any kind is to be installed in the water or lake bed within the original shoreline except as allowed in this Section 2.4.5. No boat houses shall be allowed. Rafts shall be allowed for swimming but shall be retained behind the existing shore line when not in use.

2.4.6 Trees, Clearing and Grading: All clearing and grading on any Tract must be approved by the Committee prior to the start of this activity. No tree having a diameter of six (6) inches or more (measured from a point two feet above ground level) shall be cut down or removed from any Tract without the express written authorization of the Committee. Approval should be granted for any appropriate purpose such as the construction of approved structures, lawns or pastures (limited to a maximum of 7 acres of cleared area per 20 acre Tract, except Tract 1 which has no limit on cleared acreage) however, every effort must be made to minimize the loss of healthy mature trees or the impact on the natural setting and to maintain the view from the road or surrounding property. Approval of clearing for pasture on any Tract will depend on the topography of the particular tract and may vary from zero (0) to seven (7) acres. During construction silt fences or barriers will be installed to prevent siltation of the lake or other drainage areas.

2.4.7 Landscaping: Upon completion of any construction, grading, or clearing, all areas where the natural ground cover was disturbed, must be seeded, sodded, or mulched with pine straw or other appropriate material. All construction proposals should have a minimal landscape plan or description reflecting cleared areas, planting screens and changes in the view from surrounding property, the lake and road.

2.4.8 Driveways: All driveways servicing any Tract shall be gravel, asphalt or concrete and shall be located taking into consideration natural topography and trees with a curving plan and no long straight sections.

2.4.9 Fences: All fences, except the Property boundary security fence around a portion of the outer perimeter of the Mannington Tract, shall be built of wood, wrought iron, brick or stone with no barbed wire. No fences will be erected within the Recreational Easement around the lake or which interfere with the view of scenery from surrounding property. All fences must be approved by the Committee.

2.4.10 Utilities: All utility lines on all Tracts to Primary Residences, outbuildings, piers and other improvements shall be installed underground.

2.4.11 Pipes: No water pipe, gas pipe, sewer pipe, drainage pipe or other such pipe shall be installed or maintained on any Tract above the surface of the ground, except hoses and movable pipes used for irrigation purposes.

2.4.12 Septic Tanks: The design, location and construction of all septic tanks and field lines or other disposal systems must be approved by and acceptable to the Shelby County Health Department. No field lines will be constructed within twenty (20) feet of an adjoining property line. All septic systems shall be installed and maintained so as to prevent any surface seepage and any drainage into the lake.

2.5 Construction Time Limit: When the construction of any building is once begun, work thereon must be prosecuted diligently and continuously and must be completed within twelve (12) months.

2.6 Construction or Oversized Vehicles: All construction or oversized vehicles, including materials delivery, shall enter through the alternate entrances on the West and South Property lines and not through the main entrance.

ARTICLE III Mannington Lake

SECTION 3.1 Mannington Lake (Lake) is the lake surrounded by Tracts 2A, 2B, 3A, 3B, 4A, 5A, and 6 on the map of Mannington recorded in Map Book 22, Page 157, in the Probate Office of Shelby County, Alabama.

3.2. Lake Use: The Lake shall only be used by and benefit Mannington Property Owners. No Owner shall allow guests or invitees the use of the Lake unless such Owner is present at the time of such use.

3.3 Ownership: It is expressly understood and by accepting a deed or mortgage to a Lake Tract, each such Lake Tract Owner or mortgagee recognizes that the ownership of the Lake bed shall be as depicted on the map referenced in Section 3.1 above however, the Owners of any Tract in Mannington shall have the unrestricted use of the entire Lake for boating, fishing, swimming, and other appropriate activities. Coordination of activities and rules and regulations on the use of the Lake shall be controlled by the Mannington Property Owners Association.

3.4 Boats: Boats will be restricted to canoes and other paddle boats, electric powered boats and wind powered boats. No internal combustion engines shall be allowed on any boat. Boats must be operated in a safe manner and so as not to interfere with the use of the Lake by other Owners. All boats shall be retained behind the existing shoreline when not in use at a dock or other appropriate facility as approved under Section 2.4.5.

3.5 Use of Lake Water: No Owner of a Tract shall use the water in the Lake if such use would cause the pool of the Lake to diminish below its natural state. No additional lakes shall be built which would reduce the watershed of an existing lake.

3.6 Protection of Lake Water: Strict attention will be paid to keeping the Lake clean. Bottles, cans, paper products, Styrofoam and other buoyant items will be controlled and not allowed to blow or roll into the water. No garbage, trash or other refuse shall be dumped into the Lake. No drain will be installed whereby it can pollute the Lake. Animals will not be kept in pens, corrals or other concentrated areas which will cause an excessive flow of nutrients from said area into the Lake. The use of petroleum products or other chemicals for landscaping or other purposes shall be controlled and monitored to insure that no excess flows or leeches into the Lake.

3.7 Fishing: Fishing shall be in accordance with Alabama creel limits. No trotlines or seine nets shall be allowed.

ARTICLE IV **Mannington Property Owners Association**

SECTION 4.1 Mannington Property Owners Association: The Mannington Property Owners Association (Association) shall be a not for profit organization which may be incorporated at any time upon approval of a majority of the owners.

4.2 Association Purposes and Responsibilities: The purposes and responsibilities for which this Association is organized are as follows:

4.2.1 To own, lease, operate and maintain roadways, footways, recreation areas, including building structures and personal properties incident thereto, which property is hereinafter referred to as "Common Areas"; maintain unkempt lands and trees; maintain Mannington Lake and recreation easements, other lakes, dams and other areas and structures beneficial or useful to member's property; supplement or coordinate municipal and other governmental services; fix charges and assessments to be levied against the members; enforce any and all covenants, restrictions and agreements applicable to the Common Area or to Member's property, and pay taxes, if any on Common Areas; and insofar as permitted by law, to do any other thing that, in the opinion of the Association, will promote the common benefit and enjoyment of the Members.

4.2.2 To maintain the security fence and security gates around the outer boundary of Mannington; to present a unified effort to the Members in protecting the value of Member's property.

4.2.3 To manage use of the Lake and Recreation Easement (Open Areas) by establishing rules and regulations supplemental to the ones contained in these covenants if necessary and coordination of activities on the Lake and Recreation Easement.

4.2.4 To provide for any or all projects, services, facilities, studies, programs, systems and properties relating to: recreational facilities or services; roads, walkways, trees, flowers and landscaping, directional, informational and traffic control signs, road lighting facilities, lakes, dams and other related or unrelated recreational facilities; and any and all other improvements utilities, facilities and services that the Association shall find to be necessary, desirable or beneficial to the interest of the Property Members.

4.2.5 To own, lease, operate, maintain and manage the Common Areas located in Mannington; to operate, maintain and manage the Open Areas located in Mannington, to perform and carry out the acts and duties incident to the administration, operation and management of said Common Areas and Open Areas in accordance with the terms, provisions and conditions contained in these covenants and to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal as may be necessary or convenient.

4.2.6 To do such other things as may be necessary and proper for the carrying out and accomplishment of the above purposes and of such other purposes as are deemed necessary and proper by the Association. The purposes expressed herein relate to services, benefits and expenditures pertaining to, derived from, or in connection with Mannington and in particular, areas, thereof, intended for and available for the common use and enjoyment or need of the Members.

4.3 Association Powers: In furtherance of the aforesaid purposes, the Association shall have and exercise all of the powers reasonably necessary to implement the powers of the Association, which powers shall include but are not limited to, the power:

4.3.1 To make, levy, and collect assessments and annual, monthly, or quarterly maintenance charges from its Members and to expend the proceeds of such assessments and charges for the benefit of its Members.

4.3.2 To contract with others to provide the services, benefits and advantages desired.

4.3.3 To enforce by legal action suits on behalf of the Association.

4.3.4 To make, establish and enforce reasonable rules and regulations governing the use of the Common Areas and Open Areas.

4.3.5 To maintain, repair, replace and operate those portions of the Property that the Association has the duty or right to maintain, repair, replace and operate under these covenants.

4.3.6 To employ personnel to perform the services required or authorized by these covenants.

4.3.7 To purchase insurance covering the Common Areas and Open Areas for the protection of the Association and its Members.

4.3.8 To reconstruct improvements constructed on the real property after casualty or other loss.

4.3.9 To make additional improvements on and to the Association Property.

4.3.10 To acquire and enter into agreements whereby it acquires leaseholds or other possessory or use interests in lands or facilities including but not limited to marinas, lake and other recreational facilities.

4.3.11 To enforce by legal action the provisions of these covenants.

4.4 Members: The Members of this Association shall consist of all record Owners of Tracts in Mannington.

4.4.1 Membership in this Association cannot be assigned, hypothecated or transferred in any manner except through the sale of a Tract in Mannington.

4.4.2 When entitled to vote, each Member shall have one vote for each Tract owned by such Member.

4.5 Indemnification: Every Member of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by any reason of his being or having been an agent of the Association, or any settlement thereof, whether or not he is an agent at the time such expenses are incurred, except in such cases wherein the Member is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Association approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Member may be entitled.

4.6 Disposition of Assets Upon Dissolution: No Member of the Association or other private individual shall be entitled to share in the distribution of any of the Association assets upon dissolution of the Association. Unless a change is agreed to by two-thirds (2/3) of the membership upon dissolution of the Association, the assets of the Association shall be granted conveyed and assigned to an appropriate public body, agency or agencies, utility or utilities or any one or more of them or to anyone or more non-profit corporations, associations, trusts or other organizations dedicated to purposes as nearly as possible the same as those to which the Association was dedicated.

No disposition of the Association's assets shall be effective to divest or diminish any right or title of any Member vested in him under recorded covenants and restrictions applicable to such assets unless made in accordance with the provisions of such covenants and restrictions.

4.7 By-Laws: The Association may adopt By-Laws governing the conduct of the affairs of the Association. The By-Laws shall be altered, amended as rescinded as provided in the By-Laws.

4.8 Association Property: The Association shall own the Right-of-Way for Mannington Lake Drive including the entrance area, the fifteen (15) foot Recreation Easement connecting Mannington Lake Drive to the Recreation Easement around the Lake shoreline and the Ingress and Egress Easement along the West Property line of Mannington and any other property it may acquire in accordance with these covenants.

4.9 Association Charges: The Association shall have the right to assess each Tract of land in Mannington for cost incurred in carrying out the Purposes of the Association described in 4.2 above. These costs shall be prorated in equal amounts to each Tract, whether or not improved and whether or not the services or project for which the cost was incurred are being utilized by such Tract Owner. Any project or service other than routine or necessary maintenance and utilities must be approved by an affirmative vote of two-thirds (2/3) of the Tract Owners. An annual assessment amount will be established each year by the Association based on estimated utility and maintenance expenses, approved project cost and an allowance for a reserve account to meet future major maintenance cost. This budget or estimated assessment amount must be approved by an affirmative vote of two-thirds (2/3) of the Tract Owners. The annual assessment amount shall be established and approved each year by December 31 and shall be due January 1 of the following year for the following year. Special assessments for unanticipated emergencies or projects can be approved and become due at any time by an affirmative vote of two-thirds (2/3) of the Tract Owners.

4.9.1 Personal Obligation of Charges and Creation of Lien: Each Owner by acceptance of a deed for any Tract of the Property is deemed to covenant and agrees to pay the Association charges as herein provided. These charges together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Tract against which each such charge is made.

4.9.2 Subordination of Lien: The lien of any assessment or charge authorized herein with respect to an Owner's Tract is hereby made subordinate to the lien of any bona fide mortgage on such Owner's Tract if all assessments and charges levied against such Owner's Tract falling due on or prior to the date such mortgage is recorded have been paid. No violation of any of these restrictions shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any Tract of the Property, provided, however, that any mortgagee in actual possession, or any purchaser at any mortgagee's foreclosure sale shall be bound by and subject to these restrictions as fully as any other Owner of any Tract of the Property.

ARTICLE V General Covenants and Restrictions

SECTION 5.1 Animals: Dogs, cats, other household pets and horses shall be allowed. No more than six (6) dogs shall be allowed on any Tract. No kennels or breeding of any animal for commercial purposes shall be allowed. No more than one (1) horse per four (4) acres shall be allowed on any Tract, except Tract 1 which shall have no limit on the number of horses and may be used for an equestrian center. No other animals, livestock or poultry shall be kept or maintained on any Tract without the express written consent of the Mannington Property Owners Association. All animals shall be maintained so as not to be a nuisance to other owners.

5.2 Nuisance: No obnoxious, offensive or illegal trade or activities shall be carried on upon any Tract nor shall anything be done on any Tract which may be or may become an annoyance or nuisance to the neighborhood. These activities shall include but not be limited to any activity which produces unusually loud noise, odors, trash, traffic or unsightly conditions as covered in Section 5.4. This does not include activities involving the normal construction and maintenance of approved improvements on common areas or any Tract.

5.3 Signs: No sign of any kind shall be displayed to the public view on any Tract except a security sign, signs showing owners name, address or name of Tract and one sign of not more than five (5) square feet advertising the Tract for sale. All signs, including those on right-of-ways, Easements or other property under the ownership or lease of the Mannington Property Owners Association shall be controlled and approved by the Committee.

5.4 Appearance and Maintenance: Careful planning is to be exercised on all Tracts to maintain the natural setting of trees and plants. It shall be the responsibility of each Tract owner to prevent the development or occurrence of any unclean, unsightly unkempt conditions of buildings or grounds on such Tract which shall tend to decrease the beauty of the specific area or of the Property as a whole. No trash, garbage or other refuse shall be dumped, stored or accumulated on any Tract, nor shall unsightly objects be allowed to be placed or suffered to remain on any part of the Property including vacant parcels. The composting of natural plant material will be allowed, but should not be visible from other Tracts, the road or the Lake. Garbage containers shall be kept so as not to be visible from the road, Lake or any other Tract at any time except on the day of pickup by the garbage collection service. If any dwelling or other structures on any Tract are destroyed in whole or in part for any reason, all debris must be removed and the area restored to a sightly condition with reasonable promptness, provided that in no event shall such debris remain on any lot in excess of ninety (90) days.

If, in the opinion of the Architectural Control Committee, any Owner has failed to perform the duties and responsibilities imposed by this Section 5.4, then such Owner shall be deemed to be in violation of this Section 5.4 and upon written notice from the Architectural Control Committee stating such violation, said Owner shall take whatever maintenance or repair action is necessary to correct and thereby extinguish such violation.

5.5 Vehicle Storage: No boat, boat trailer, travel trailer, trailer, motor home or any similar equipment or vehicle shall be parked in excess of twenty-four (24) hours on any Tract so as to be visible from any other Tract, the road or Lake.

5.6 Mining: No Tract shall be used for the purposes of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth from the Property.

5.7 Inspection Rights: Any agent of Developer, the Association or the Committee may at any reasonable time or times enter upon and inspect any Tract and any improvements thereon for the purpose of ascertaining whether the maintenance of such Tract and the maintenance, construction, or alteration of structures or improvements thereon are in compliance with the requirements hereof, and neither Developer, the Association, or the Committee nor any agent thereof shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

5.8 Recreation Easement: An easement from the shoreline of the Lake to the edge of an existing trail farthest from the shoreline shall be maintained for the benefit and enjoyment of all Tract owners in Mannington. Its use shall be for walking, jogging, fishing, horseback riding or other appropriate recreational use. The activities of individual Tract owners should be considered and respected in determining appropriate use at any particular time. Except for the section across the dam, use of motor vehicles shall be limited to maintenance or emergency use only and in no case shall the trail be used for primary vehicular ingress or egress to any Tract.

5.9 Hunting: No hunting of any kind shall be allowed except for use in control of problem beavers.

5.10 Indemnity for Damages: Each and every Tract owner and future Tract owners, in accepting a deed or contract for any Tract subject to these Restrictions, agrees to indemnify Developer and Mannington Property Owners Association for any damages caused by such Owner or the contractor, agent or employees or such Owner, to roads, streets or other aspects of public ways, including all surfacing thereon, or the dam, or to water, drainage or storm sewer lines, entrance gates or boundary fences.

5.11 Ingress and Egress for Fence Maintenance: Each Tract Owner of a Tract adjacent to the outside boundary line of Mannington hereby grants to the Developer, the Mannington Property Owners Association or their agent, contractor or employees the right of ingress and egress over said Tract for the purpose of installing and maintaining the boundary security fence. Such ingress and egress shall be accomplished so as to minimize the impact on trees and other vegetation.

5.12 Subdivision of Tracts: Each existing twenty (20) acre Tract may be subdivided into no more than two (2) Tracts, the smaller of which shall be a minimum of 5 acres. Any new Tract so created with Lake frontage shall have a minimum set back of 75 feet but must also have a setback 75 feet from the setback on the parent tract measured perpendicular to the lake shoreline. Tract 6 which is approximately forty (40) acres may be subdivided into no more than five (5) Tracts, the smallest of which shall be a minimum of 5 acres and each of which may have Lake frontage.

5.13 Amendment:

5.13.1 Amendment by Developer: The Developer reserves the right to unilaterally amend this Declaration, and to do so at such time, and upon such conditions, in such form and for such purpose as it, in its sole discretion, shall deem appropriate by preparing and recording an amendment hereto or by including such modifications and/or additions to this Declaration in any contract or deed hereafter made or entered into, provided, however, that this right of unilateral amendment is subject to the limitations set forth in Section 5.13.3 hereof and provided, further, that this right of unilateral amendment shall expire after all Tracts except Tract 6 have been sold to Owners other than the Developer, after which time this Declaration may be amended only in the manner set forth in Section 5.13.2 hereof.

5.13.2 Amendment by the Association: Any amendment to this Declaration except as allowed in 5.13.1 hereof must be by the execution of an instrument approved and signed by not less than all of the Owners of Tracts in Mannington in order for such amendment or amendments to become effective. The original or executed copy of such amendment or amendments shall be recorded in the Probate Office of Shelby County, Alabama, within twenty (20) days from the date on which the same became effective, such amendment or amendments to specifically refer to the recording information which identifies the Declaration.

5.13.3 Restrictions on Amendment:

5.13.3.1 No amendment shall materially adversely affect the right of any Owner or particular group of Owners, unless such Owner or all Owners so adversely affected shall consent thereto.

5.13.3.2 No amendment shall materially adversely affect the rights and priorities of any mortgagees, holding a mortgage of record on any Tract or change the provisions of this Declaration with respect to said mortgages, unless all mortgagees of record so adversely affected consent thereto.

5.14 Declaration Term: The restrictions contained in this Declaration shall run with and bind the Property, shall inure to the benefit of and shall be enforceable by Developer, the Mannington Property Owners Association, the Architectural Control Committee and the Owner of any Tract included in Mannington, their respective legal representatives, heirs, successors and assigns until the 31st day of December 2021, after which time said restrictions shall be automatically extended for successive periods of ten years. After December 31, 2021, this Declaration may be amended and/or terminated in its entirety by an instrument signed by not less than all of the Tract Owners in Mannington which instrument shall be recorded in the Probate Office of Shelby County, Alabama.

5.15 Interpretation by Developer: Developer shall have the right to construe and interpret the provisions of this Declaration, and in absence of an adjudication by a court of competent jurisdiction to the contrary its construction or interpretation shall be final and binding as to all persons or property benefited or bound by the provisions thereof.

5.16 Enforcement: In the event of a violation or breach of any of these restrictions, or any amendments thereto by any Owner, or family or agent of such Owner, the Developer, the Mannington Property Owners Association, the Owner of any Tract, their successors and assigns, or any party to whose benefit these restrictions inure shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof, to prevent the violation or breach hereof, to sue for and recover damages or other dues, or take all such sources of action at the same time, or such other legal remedy it may deem appropriate.

Damage shall not be deemed adequate compensation for any breach or violation of any of these restrictions, or any amendments thereto, but any person or entity entitled to enforce any provision hereof shall be entitled specifically to relief by way of an injunction as well as any other available relief either at law or in equity.

Any Party to a proceeding who succeeds in enforcing a restriction or enjoining the violation of a restriction against a Tract Owner may be awarded a reasonable attorney's fee against such Tract Owner.

5.17 No Waiver: The failure of any party entitled to enforce any of these restrictions herein contained shall in no event be considered a waiver of the right to do so thereafter, as to the violation or breach or as to such a violation or breach occurring prior or subsequent thereto; provided, however, that approval of plans pursuant to Article II, Section 2.2 herein shall be binding on any and all parties as a conclusive determination that such plans are in conformity with these Restrictions.

5.18 Severability: Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement, and invalidation of any one or more of these covenants by judgment or court order shall in no way effect any of the other restrictions and covenants which shall remain in full force and effect.

5.19 No Reverter: No restriction or provision herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

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

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

5.22 Addition to Common Areas: Developer, or its successors and assigns shall have the right from time to time to convey additional property without approval to the Association and such property shall become Common Area and shall be subject to this Declaration.

5.23 Submission of Additional Property to Declaration: Developer may at any time add property to the Mannington Property which is covered by this Declaration. Such additional property shall be submitted to the restrictions of this Declaration by an instrument executed by Developer, its successors or assigns. Upon the subdivision approval of such additional property and recording of it and the above instrument in the Probate Office of Shelby County, Alabama such additional property shall become part of the Mannington Property and the Owner or Owners of the Tracts of such property shall thereupon be members of the Association.

In Witness thereof, John A. Mann, Jr. as the owner of the Property has caused this Declaration to be executed and to become in effective as of the 21st day of August, 1997.

By: John A. Mann Jr.
JOHN A. MANN, JR., Owner

State of Alabama
County of Shelby

I, the undersigned, A Notary Public in and for said County in said State, hereby certify that John A. Mann, Jr., whose name as Owner of Mannington is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he, in his capacity as such Owner, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 21st day of August, 1997.

Beena Bearden
Notary Public

My Commission Expires: July 16, 2000

Inst # 1997-26725

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08/21/1997-26725
11:30 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
008 MCD 30.00