

STATE OF ALABAMA)
COUNTY OF SHELBY)

Final Draft
12/2/97

DECLARATION OF RESTRICTIVE COVENANTS FOR
HIGH RIDGE LAKE

KNOW ALL MEN BY THESE PRESENTS: That:

WHEREAS, Michael H. Strong, a married man ("the Developer") has heretofore acquired fee simple title to certain real property situated in Shelby County, Alabama and has subdivided such property (the Subdivision) into eight (8) Tracts (herein "Tracts") as described in map and survey of High Ridge Lake, as recorded in Map Book 23, Page 65A+B, in the Probate Office at Shelby County, Alabama (herein the "Record Map" or the "Property"). The Property is not the homestead of the Developer or his spouse. A map of the Property is attached hereto as Exhibit A (the "Map").

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

WHEREAS, the Developer desires to subject each Tract Owner and Tract as herein defined to membership in the High Ridge Lake Homeowners Association, Inc. (the "Association").

NOW THEREFORE, the Developer does, upon recording hereof, declare and make the Property and each of the Tracts now or hereafter included in the subdivision of the Property subject to the covenants, conditions, restrictions, uses, easements, limitations and affirmative obligations set forth in this Declaration, all of which are declared to be in furtherance of a plan for the improvement of the Property in a desirable and uniform manner, and all of which shall run with the land and

shall be binding on all persons, firms or corporations having or acquiring any right, title or interest in the Property, the Tracts, or any part(s) thereof, and shall be for the benefit of each such Owner of Property or interest therein, and shall inure to the benefit of and be binding of an be binding upon each successor in interest to the Owners thereof. . .

ARTICLE I

DEFINITIONS

For the purposes of this instrument, the following capitalized terms shall have the following meanings:

(a) Tract, means any Tract within High Ridge Lake family residential subdivision as depicted in Map Book _____, Page _____ in the Office of the Judge of Probate of Shelby County, Alabama (the "Subdivision").

(b) Primary Dwelling, means a single family residential dwelling.

(c) Outbuilding, means a barn, stable, workshop, storage building, boathouse, pier, gazebos or other structure which is not intended for permanent occupancy by human beings.

(d) Structure, means a Primary Dwelling or Outbuilding.

(e) Owner or Tract Owner, means in the aggregate, all of the Owners in the aggregate of fee simple interests in and to any Tract and individually, the owner of a Tract. Notwithstanding multiple ownership of any Tract, for the purposes of this instrument, no Tract shall be afforded more than one vote for any matters contained in this instrument. If a Tract is owned by more than one person or by an entity (other than a natural person), the Owner (or other natural person, if the Owner is an entity other than a natural person) entitled to cast the vote appurtenant to said Tract shall be designated by the Owners of a majority interest in the Tract. A voting member must be designated as the person entitled to cast the vote for all such owners of that Tract by a statement filed with the Association ,

in writing, signed under oath by the Owners of a majority interest in the Tract. The designation may be revoked and a substitute voting member designated at any time at least five (5) days prior to any meeting. If a designation of a voting member is not filed at least five (5) days prior to any meeting, no vote shall be cast at such a meeting by or for said Tract Owner(s).

(f) Mortgagee, means the holder of any mortgage encumbering any Parcel within the Property.

(h) Service Providers, means all providers of services for the maintenance, protection and benefit of the Tracts and Tract Owners including, but not limited to, fire departments, law enforcement agencies, utility providers, postal service, garbage collectors and any other provider of service which would benefit the Tracts or Tract Owners.

(i) Lake, means the Lake as shown on the Map.

(j) Utility Companies, means all entities providing utility services to the Property including, but not limited to power, water, gas, telephone and cable television.

ARTICLE II

Land Use

The Property will be used for residential purposes only and not for any business or trade. Home offices are allowed, however, such allowance is intended only to allow individual work at a structure located on a Tract, but not the conduct of business with the presence of the general public at the Property.

ARTICLE III

Building Requirements

(a) **MINIMUM STRUCTURE SIZE OF PRIMARY DWELLING.** No Tract shall contain more than one Primary Dwelling and no Primary Dwelling shall be erected on any Tract if such dwelling contains less than 1800 square feet of living space, for a single story dwelling, and not less than 2200 square feet of living space for a 1½ story

or 2 story dwelling, with no less than 1400 square feet on the main level. Living Space is defined as heated and finished areas and does not include porches, garages, basements, carports or attics.

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

(c) **DRIVEWAYS.** All driveways servicing any Tract shall be gravel or asphalt.

(d) **BUILDING LOCATION.** No Structures, other than fences, shall be located any closer than 75 feet from any road nor shall any Structure other than fences be located any closer than 75 feet from any non-Road Tract line. No Primary Dwelling shall be located any closer than 100 feet from any waterline of the Lake, unless specifically approved by the ARC.

(e) **FENCING.** The ARC shall have the right to approve any proposed fencing. Only wooden fencing or fencing approved by the Architectural Review Committee will be allowed. No Fencing shall be allowed within 150 feet of the Lake.

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

(g) **DESIGN CRITERIA.** The objective of the Architectural Review Committee hereinafter established is to provide for the quality development of all of the Tracts within the subdivision.

(h). **SEPTIC TANKS.** All septic tanks must be of an improved type, such tanks together with adequate field lines must be approved and completely acceptable to the Shelby County Health Department. No septic tank or field line shall be constructed within 20 feet of an adjoining Property line. No sewer or

drainage lines shall be constructed or laid which shall empty on or become a nuisance to an adjoining Tract, Property Line, Road or the Lake.

(i) **WINDOWS.** Only wooded or aluminum clad wooden windows are permitted on any side of a Structure facing the Lake.

(j) **THE ROOF.** Pitch on any Structure shall not be less than 8 and 12 unless first approved in writing by the Architectural Review Committee.

(k) **ALL** Primary Dwellings will have brick, stone or dryvit type product on all four sides of the foundation, no exposed block. All Structures are to be of traditional styling and approved in writing by the Architectural Review Committee.

(l) **NO CANTILEVERED** CHIMNEY SHALL BE ALLOWED ON THE FRONT OR SIDES OF ANY STRUCTURE. All chimney chases on the front and side shall be supported by the foundation of the structure and shall be constructed of the same material as used in the foundation. Cantilevered chimney chases may be allowed on the rear by specific approval of the Architectural Review Committee. Bay windows on the front or side of the dwelling must have a bottom return.

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

(n) **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.

(o) **ALL** roof vents and pipes shall be painted as near the color of the roof as possible.

ARTICLE IV

ARCHITECTURAL REVIEW COMMITTEE

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

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

2. A grading, and drainage plan for the Tract; and

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

(b) **COMPOSITION OF THE COMMITTEE.** The Architectural Review Committee (the "Committee"), until termination or modified pursuant to Article IV, Paragraph (j) as hereinafter set out shall be composed of the Developer and Randall H. Goggans until such time as the Developer has sold all of the Tracts within the Property. The Developer may elect to substitute himself with two (2) Tract Owners prior to selling all the Tracts. At such time as the Developer has sold all of the Tracts, the Committee shall be comprised of three (3) individuals who are Tract Owners who are elected by a majority of the fee simple Owners of the Tracts within the Property and at such time, the affirmative vote of a

majority of the members of the Committee shall be required in order to issue any permit and authorization set forth herein.

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

(d) **BASIS FOR DISAPPROVAL OF PLANS:**

1. The scope of review by the Committee shall be limited to appearance and improvement location only. The purpose of the Committee is to promote quality development on the Tracts and not necessarily to impose requirements concerning the type of structure or the design of such structures in such Tracts. **THE ARC DOES NOT ASSUME OR ACCEPT BY THE FILING HEREOF ANY RESPONSIBILITY OR AUTHORITY TO REVIEW FOR STRUCTURAL SOUNDNESS, COMPLIANCE WITH BUILDING OR ZONING CODES OR STANDARDS, OR ANY OTHER FACTORS.**

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

- (A) failure of such plans and specifications to comply with the covenants and restrictions herein set forth;
- (B) failure to include information in such plans and specifications as may have been reasonably requested by the ARC;
- (C) reasonable objection to the exterior design, appearance or materials proposed to be used in any proposed structure;
- (D) incompatibility of use of any proposed structure or improvement with existing structures or uses upon other Tracts in the Property;
- (E) objection to the site plan, clearing plan, drainage plan for any special parcel;
- (F) failure of plans to take into consideration the particular topography, vegetative characteristics,

- and natural environs of the Tract; and
- (G) any other matter which, in the judgment of the Committee, would render the proposed structure, improvement, or uses inharmonious with the general plan of improvement of the Property or with structures, improvements, or uses located upon Tracts in the Property.

3. In any case where the ARC shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, the disapproval shall be accompanied by a statement of the grounds upon which such actions were based. If no response is made by the ARC within a thirty (30) day period after submission of such plans and specifications, it shall be deemed that such plans and specifications are approved. In any such case the ARC shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

(e) **RETENTION OF COPY OF PLANS.** Upon approval by the ARC of any plans and specifications, as approved, shall be deposited for permanent record with the ARC, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same.

(f) **FAILURE TO OBTAIN APPROVAL.** If any structure or improvement shall be altered, erected, placed or maintained upon any Tract, or any new structure or improvement commenced on any Tract other than in accordance with plans and specifications approved by the ARC pursuant to the provisions of this Article IV, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this covenant, and without the approval required herein, upon written notice from the ARC, any such structure or improvement as altered, erected, placed or maintained shall be corrected as to extinguish such violation. If fifteen (15) days after the notice of such violation the Owner

of the Tract upon which such violation exists shall not have taken reasonable steps toward the removal or correction of the same, the Committee shall have the right, through its agents and employees, to enter upon such Tract and to take such steps as may be necessary to extinguish the violation and the cost thereof shall be a binding, personal obligation of such owner as well as a lien (enforceable in the same manner as a mortgage) upon the Tract in question. The lien provided in this paragraph shall not be valid as against a bona fide purchaser (or bona fide mortgage) of the Tract in question unless a suit to enforce said lien shall have been filed in a court of record in Shelby County prior to the recordation among the Land Records of Shelby County of the deed (or mortgage) conveying the Tract in question to such purchaser (or subjecting the same to such mortgage).

(g) **CERTIFICATE OF COMPLIANCE.** Upon completion of the construction or alteration of any structure or improvement in accordance with the plans and specifications approved by the ARC, the ARC shall, upon written request of the Owner thereof, issue a certificate of compliance in form suitable for recordation, identifying such structure or improvement is placed, and stating that the plans and specifications, the location of such structure or improvement and the use or uses to be conducted thereon have been approved and that such structure or improvement complies with the requirements of the ARC. Preparation and recording of such certificate shall be at the expense of such Owner. Any certificate of compliance issued in accordance with the provisions of this Article IV, Paragraph (g), shall be prima facie evidence of the facts therein stated, and as to any purchaser or encumbrance in good faith and for value, or as to any title insurer, such certificate shall be conclusive evidence that all structures or improvements on the Tract and the use or uses described therein comply with all the requirements of this

Article IV, and with all other requirements of this Article IV, and with all other requirements of the Declaration as to which the Committee exercises any discretionary or interpretive powers.

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

(i) **WAIVER OF LIABILITY.** Neither the ARC nor any architect nor agent thereof, nor Owner, nor any partner, agent, or employee of any of the foregoing, shall be responsible in any way for (i) any failure of structures or improvements to comply with requirements of this Declaration, although a certificate of compliance has been issued; (ii) any defect in any plans and specifications submitted, revised, or approved in accordance with the foregoing provisions; or (iii) any structural or other defects in any work done according to such plans and specifications, and all persons submitting any such plans and specifications, and all persons relying thereon, agree not to sue or claim against the entities and persons referred to in this Section 9 for any cause arising out of the matters referred to in this Section 9 and further agree to and do hereby release said entities and persons for any and every such cause.

(j) **DURATION.**

1. The rights of the Developer as to the Architectural Review Committee shall terminate upon the earlier of:

(A) the date that the Developer has sold the last Tract he owns within the Subdivision and Property; or

(B) the resignation or inability of Randall H. Goggans and the Developer to perform on the ARC.

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

3. Inactivity of the ARC shall not be deemed a waiver of the rights of the ARC.

ARTICLE V

ROADWAYS AND DRIVEWAYS

(a) **ROADWAYS.** There are two Roadways entering the Property as shown on the Map and the Record Map. They are the CREST ROAD and LAKE ROAD. The CREST ROAD and the LAKE ROAD are private roads.

1. THE CREST ROAD.

A. **GRANTS, RESERVATIONS AND CONDITIONS RELATIVE TO THE CREST ROAD.** Developer hereby establishes, reserves and grants, bargains, sells and conveys;

(i) A non exclusive, perpetual easement, thirty (30) feet in width, running with the land for vehicular and pedestrian ingress and egress and for utilities and drainage over, across, above and under (as necessary) the CREST ROAD to Tracts 1, 2, 3, 4 & 5 and the Owners thereof their heirs, successors and assigns. Such grant is subject to the rights of others to use the CREST ROAD.

Developer specifically reserves unto himself, his heirs, successors and assigns, the right to grant easements in the future over and across the CREST ROAD; and

(ii) To the Service Providers and the utility

companies, a non exclusive easement for ingress and egress along the CREST ROAD for the purpose of providing services and utilities to Tracts 1, 2, 3, 4 & 5; and

(iii) To the Association, in fee simple, the CREST ROAD, subject to the easements and reservations contained in this Article V, Paragraph (a)(1)(A)(i) and (ii) above.

TO HAVE AND TO HOLD TO THE HEREINABOVE GRANTEES, THEIR HEIRS, SUCCESSORS AND ASSIGNS FOREVER.

B. **MAINTENANCE.** After the Developer Road Maintenance (as herein after defined) has expired, the CREST ROAD and the gate thereon shall be equally maintained by the Owners of Tracts 1, 2, 3, 4 & 5 through the Association.

2. **THE LAKE ROAD.** The LAKE ROAD contains two segments as shown on the Map. Segment I extends Westerly from Shelby County Highway 331 to the Northern boundary of Tract 6. Segment II extends Westerly from the North boundary of Tract 6 to the East boundary of Tract 8.

A. **GRANTS, RESERVATIONS AND CONDITIONS RELATIVE TO THE LAKE ROAD.** Developer hereby establishes, reserves and grants, bargains, sells and conveys;

(i) A non exclusive, perpetual easement, thirty (30) feet in width, running with the land for vehicular and pedestrian ingress and egress and utilities and drainage, over, across, above and under as necessary the LAKE ROAD to Tracts 6, 7, & 8 and the Owners thereof and their heirs, successors and assigns. Such grant is subject to

the rights of others to use the LAKE ROAD; and
(ii) To the Service Providers and utility companies, a perpetual easement along the LAKE ROAD for the purpose of providing utilities and services to Tracts 6, 7 & 8; and
(iii) To the Association, a non exclusive, perpetual easement over Segment I of the LAKE ROAD and in fee simple, Segment II, both grants being subject to the easements and reservations contained in this Article V, Paragraph (a) (2) (A) (i) and (ii) above.

TO HAVE AND TO HOLD TO THE HEREINABOVE GRANTEES, THEIR HEIRS, SUCCESSORS AND ASSIGNS FOREVER.

B. **MAINTENANCE.** After the Developer Road Maintenance Period (as herein after defined) has expired, the LAKE ROAD shall be equally maintained by the Owners of Tracts 6, 7, & 8 through the Association.

(b) **DRIVEWAYS.** There are two (2) Driveways as shown on the Map, Driveway 1 & 2.

1. Driveway 1 is a joint Driveway easement for ingress, egress, drainage and utilities to benefit Tracts 4 & 5. Tracts 4 & 5 are hereby encumbered by the Driveway 1 easement and the Owners of Tracts 4 & 5 shall jointly maintain Driveway 1 and shall be entitled to use Driveway 1 for the purposes above stated.
2. Driveway 2 is a joint Driveway easement for ingress, Egress, drainage and utilities to benefit Tracts 2 & 3. Tracts 2 & 3 are hereby encumbered by Driveway 2 and the Owners of Tracts 3 & 3 shall jointly maintain Driveway 2 and shall be entitled to use Driveway 2 for the purposes above stated.

(c) **DEVELOPER ROAD MAINTENANCE PERIOD.** The Developer shall

maintain the CREST ROAD, the LAKE ROAD and the DRIVEWAYS in the condition that they exist on the date of recording of these covenants for a period ending June 1, 1998. After June 1, 1998, the Roadways and Driveways shall be maintained by the Tract Owners and the Association as set forth herein above

(d) **INDIVIDUAL REPAIR.** Notwithstanding any of the provisions of this Article V relating to Roadway or Driveway Maintenance, any Owner of a Tract (their guests, contractors, agents or invitees) that cause(s) extraordinary damage to a Roadway or Driveway shall be responsible to immediately repair such damage. Such Owner shall be referred to herein as the Offending Owner. Any damage not repaired by the Offending Owner may be repaired by the Association or the other Owners to which such damage Roadway or Driveway applies (after 10 days written notice to the Offending Owner) and the cost of such repair shall be charged to the Offending Owner which charge shall be subject to the provisions of Article VIII, Paragraph (o) of these covenants.

ARTICLE VI

LAKE

(a) **PRIVATE USE.**

The lake as shown on the Map ("the Lake") is a private lake and shall only be used by and benefit the Tracts. No Owner shall allow guests or invitees the use of the Lake unless such Owner is present at the time of such use. No guest may bring a boat to the Lake.

(b) **OWNERSHIP.** It is expressly understood and by accepting a deed or mortgage to a Tract each such Tract Owner or Mortgagee recognize that the ownership of the Lake bed shall be as depicted on the Map of the Property, however, the Owners of the Tracts shall have the unrestricted use of the entire surface of the Lake for boating, swimming, and fishing.

(c) **RESTRICTIONS:**

1. Boathouses. Boathouses will be allowed only with the written approval of the ARC. The covered boat storage will not exceed 18 feet by 20 feet. Roof pitch shall be a minimum of 8 and 12. Roofs shall be architectural style asphalt shingle or cedar shake. The location and all materials used must be approved by the ARC.

2. Lighting Around Lake. No light fixtures over 100 watts shall be located on a Tract within 75 feet of the Lake. No light fixtures with more than 600 total watts shall be located on a Tract between the Lake and such 75 foot line. No mercury Vapor, Dusk to Dawn lights shall be allowed on piers or boathouses.

3. Boats. Only electric boat motors shall be used on the Lake. No internal combustion boat motors shall be used.

4. Piers. Piers will only be allowed in designated areas on each Tract. Only one (1) pier per Tract will be allowed. Any pier must be approved by ARC before construction begins.

(d) **MAINTENANCE**

1. The Developer shall maintain the Lake and shall stock the Lake with Bass and Bream and fertilize the Lake all in accordance with the recommendations of Southeastern Pond Management for a period ending June 1, 1998 (the Developer Lake Maintenance Period).

2. After the Developer Lake Maintenance Period has expired, the care of the Lake shall be conducted by the Association.

ARTICLE VII

HUNTING

Hunting will be permitted only with Bow and Arrow. No rifles or shotguns will be used for hunting.

ARTICLE VIII

Miscellaneous

- (a) **ANIMALS.** No dog kennels for commercial purposes will be allowed. No cows, swine or chickens will be allowed, and no commercial breeding of any animal will be allowed. Horses are allowed, however, there shall be no more than four (4) horses per Tract. No horses shall be kept within one hundred fifty (150) feet of the high water level of the Lake.
- (b) **No** obnoxious or offensive activity shall be carried on upon any Tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Property, the other Tracts or Tract Owners, the Roads or the Lakes. Without limiting the generality of the foregoing, it is the intent of the Developer and these covenants to restrict the use of the Property and any Tract therein which will detract from a high quality residential estate subdivision. Accordingly, no commercial vehicle or any inoperable motor vehicle shall be allowed on the Property. No Tract shall be used as a dumping ground for rubbish, trash, garbage or other waste and such shall not be kept except in sanitary containers. Each Tract shall be maintained in a neat and orderly fashion at least to the extent of visibility from the Roads the Lake, which includes the yard and any shrub beds. No large satellite, microwave dishes or television or radio antennas shall be placed on any Tract unless approved in writing by the ARC, but in no event shall large satellite, microwave dishes or televisions or radio antennas be visible from the Roads or the Lake. No Tract shall be cultivated for crops of any sort, except for gardens of reasonable size, which is to be located in the rear of the Primary Dwelling.

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

(d) **It** is the intent of the Developer to preserve for present and future Tract Owners a heavily wooded physical environment in which a maximum amount of existing vegetation is preserved in undisturbed state, and that each Tract Owner in the Development shall observe the following restrictions regarding removal and restoration of vegetation: no more than fifty percent (50%) of the trees per acre may be removed; any clear cutting or pastureland must be approved by the ARC and must be located no closer than thirty (30) feet from any Tract boundary line. If timber is harvested, all tops and stumps must be removed and property restored to natural setting within 120 days.

(e) **During** all construction, all vehicles, including those delivering supplies, must enter the building Tract on the driveway only as approved by the ARC so as not to unnecessarily damage trees, and Roads. Any damage not repaired by the contractor will be repaired by the ARC (after ten (10) days written notice) and will be charged to the Tract Owner at a reasonable charge for such services, which charge shall constitute a lien upon such Tract enforceable by appropriate proceedings at law or equity. During construction, all Builders must keep the homes, garages, and building site clean. All building debris, stumps, trees, etc., must be removed from each building Tract by the Builder as often as necessary to keep the house and Tract attractive. Such debris will not be dumped in any area of the Property. Best management practices shall be implemented and observed during all construction on any Tract.

(f) **No** Tract 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 ARC.

(g) **All** mailboxes shall be of a standard design and type as determined by the ARC.

(h) **No** Tract in the Subdivision may be subdivided or replatted without the express written consent and approval of all of the Tract Owners and the appropriate government agency.

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

(j) **INDEMNITY FOR DAMAGES.** Each and every Tract Owner and future Tract Owner, in accepting a deed or contract for any Tract subject to the Declaration, agrees to indemnify the Developer for any reasonable direct damage (but not consequential damages) caused by such Owner, or the contractor, agent, or employees of such Owner, to the Roads or the Lake.

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

(l) **EFFECTS OF VIOLATION ON MORTGAGE LIEN.** No violation of any of this Declaration shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the Property, and Tract therein; provided, however, that any mortgagee in actual possession, or any purchaser at any

foreclosure sale shall be bound by and subject to this Declaration as fully as any other Owner of any portion of the Property, any Tract therein.

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

(n) **DURATION AND AMENDMENT.** The restrictions contained in this Declaration shall run with and bind the Property and, shall inure to the benefit of and shall be enforceable by the Developer, the ARC, and the Owner of any Tract included in the Property, their respective legal representatives, heirs, successors and assigns until the 31st day of December, 2015, after which time said restrictions shall be automatically extended for successive periods for ten (10) years. The termination aspects set forth herein do not apply to the Lake or the maintenance thereof. This Declaration may not be amended in any respect except by the execution of an instrument shall be signed by 2/3 of the Tract Owners, which instrument shall be filed for recording among the Land Records of Shelby County, Alabama, or in such other place of recording as may be appropriated at the time of the execution of such instrument. After December 31, 2015, this Declaration may be amended and or terminated in its entirety by an instrument signed by not less than a majority of the Tract Owners, which instrument shall be filed for recording among the Land Records of Shelby County, Alabama, or in such other places of recording as may be appropriate at the time of the execution of such instrument.

(o) **ENFORCEMENT.** In the event of a violation or breach of any of these restrictions or any amendments thereto by any Owner of a Tract, or employee, agent, or lessee of such Owner, the Owner(s) of Tract(s), Developer, their successors and assigns, or any party to whose benefit these restrictions inure shall have the

right to proceed at law or in equity to compel compliance with the terms and conditions hereof, to prevent the violation or breach of said restrictions, to sue for and recover damages for any amounts required to be paid hereunder, or take all such courses of action at the same time, or such legal remedy deemed appropriate. No delay or failure on the part of an aggrieved party to initiate and available remedy set forth herein shall be held to be a waiver of that party or of any other party to assert any right available to him upon the recurrence or continuation of said violation or the occurrence of different violations.

Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof, but any person or entity entitled to enforce any provision hereof shall be entitled specifically to relief by way of injunction as well as any other available relief either at law or in equity. Any party to proceeding who succeeds in enforcing a restriction or enjoining the violation of a restriction against a Tract Owner shall be awarded as reasonable attorney's fee against such Tract Owner, and shall have the right to place recorded lien on any Tract for purpose of securing the payment of any amounts owing by a Tract Owner under this Declaration and such lien may be enforced in the same manner as foreclosure of a mortgage under the law of the State of Alabama.

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

(q) **All** Tract owners shall maintain their Tract and the

improvements thereon in a neat and orderly fashion.

(r) **MODIFICATION OF THESE COVENANTS BY DEVELOPER.**

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

(s) **PROPERTY SOLD AS IS WHERE IS.** By accepting a Deed or Mortgage to a Tract, such Owner and/or Mortgagee acknowledges that the Developer has no further responsibility with respect to the Property or the Roadways or improvements located thereon, it being expressly understood that all Tracts and any improvements including the Roads and Lake are sold AS IS/WHERE IS.

(t) **ARBITRATION.** Any controversy or claim between a Tract Owner and the Developer, which may properly be submitted to arbitration, shall be settled under common law arbitration by arbitration in accordance with the rules of the American Arbitration Association, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Each party to such claim or controversy shall appoint one person as an arbitrator to hear and determine the dispute and if they shall be unable to agree, then the two arbitrator whose decision shall be final and conclusive upon the parties hereto. The expenses of such arbitration shall be borne by the losing party or in such proportion as the arbitrators shall decide. The successful party shall recover as expenses and costs all reasonable attorney's fees incurred by him in connection with the arbitration proceeding or any appeals therefrom. In the event any such controversy or claim is not properly submissible to arbitration, the Tract Owner having such claim or controversy with the Developer, irrevocably waives all right to trial by jury

in any court in any such action.

(u) **NOTICES.** Any notice to be given under these covenants shall be in writing and be sent by certified mail, return receipt requested and shall be effective if given to the Tract Owner to whom such notice is directed at either; 1. The address provided by such Tract Owner to the other; or 2. At the address maintained by the Tax Collector of Shelby County, Alabama for such Tract Owner (herein the "Authorized Address"). Mailing, postage prepaid, by certified mail, to the Authorized Address shall conclusively mean receipt by the Tract Owner to whom such notice is intended. In the event such notice is for repair or maintenance on a Road or for the Lake, the failure of any Tract Owner to respond to any such notice within thirty (30) days of the date of such notice shall be conclusively deemed an Affirmative Vote by such non responding Tract Owner to the proposed maintenance or repairs.

(v) **Union State Bank**, by its execution of this Declaration, agrees that its interest as it appears, in the Property or any Tract contained in the Property, is subordinate and subject to this Declaration.

(w) **GRANTEE'S ACCEPTANCE.**

1. The grantee of any Tract subject to the coverage of this Declaration, by acceptance of the deed or other instrument conveying an interest in or title to, or the execution of a contract for the purchase thereof, whether from Developer or a subsequent Owner of such Tract, shall accept such deed or other contract upon and subject to each and all of the restrictions, conditions and easements herein contained and other easements, restrictions and reservations of record.

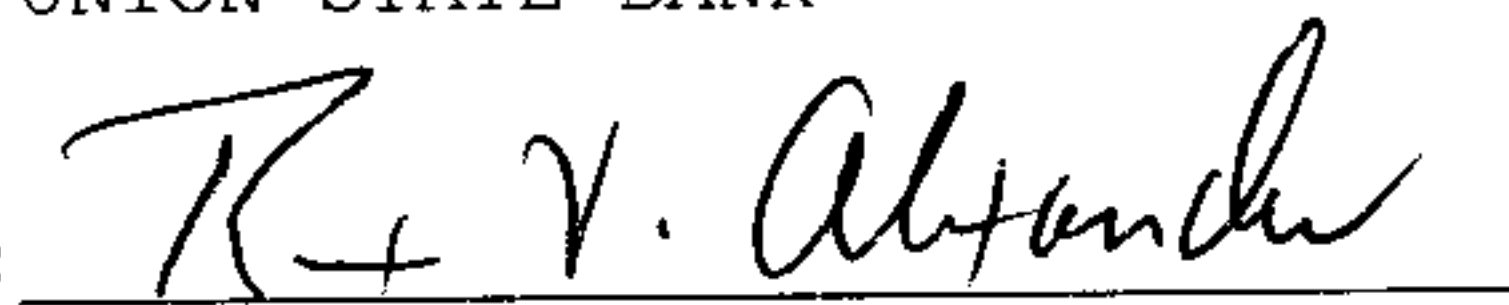
2. **HIGH RIDGE LAKE HOMEOWNERS ASSOCIATION, INC.** (the "Association"). By accepting a deed to a Tract, as an appurtenance to such Tract, an Owner shall become a member

of the High Ridge Lake Homeowners Association, Inc. and be subject to the Articles of Incorporation and By-Laws of such Association as they exist and are from time to time amended. Copies of the initial Article of Incorporation and By-Laws are attached hereto as Exhibit "B" and "C".

IN WITNESS WHEREOF, the undersigned, as the Developer of the Property, has caused this Declaration to be executed as of the 2 day of DECEMBER, 1997.


Michael H. Strong

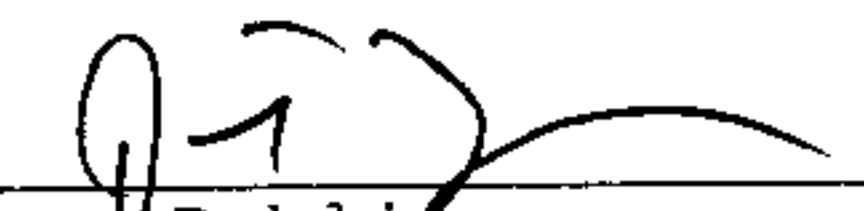
UNION STATE BANK

By: 
Its: PRESIDENT

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Michael H. Strong, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of the foregoing instrument he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 2 day of DECEMBER, 1997.

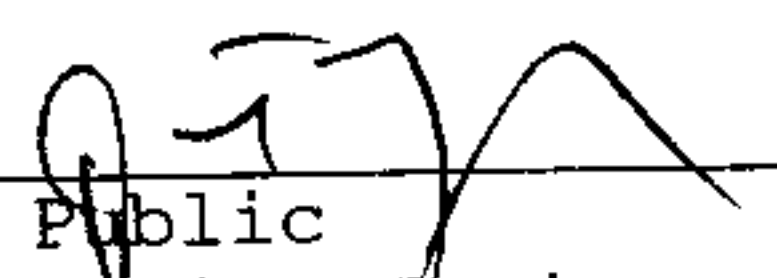

Notary Public
My Commission Expires: 3-1-98

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that REX V. ALEXANDER, whose name as PRESIDENT of UNION STATE BANK, a

corporation, 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 said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and seal this 4 day of DECEMBER, 1997.



Notary Public

My Commission Expires: 3-1-98

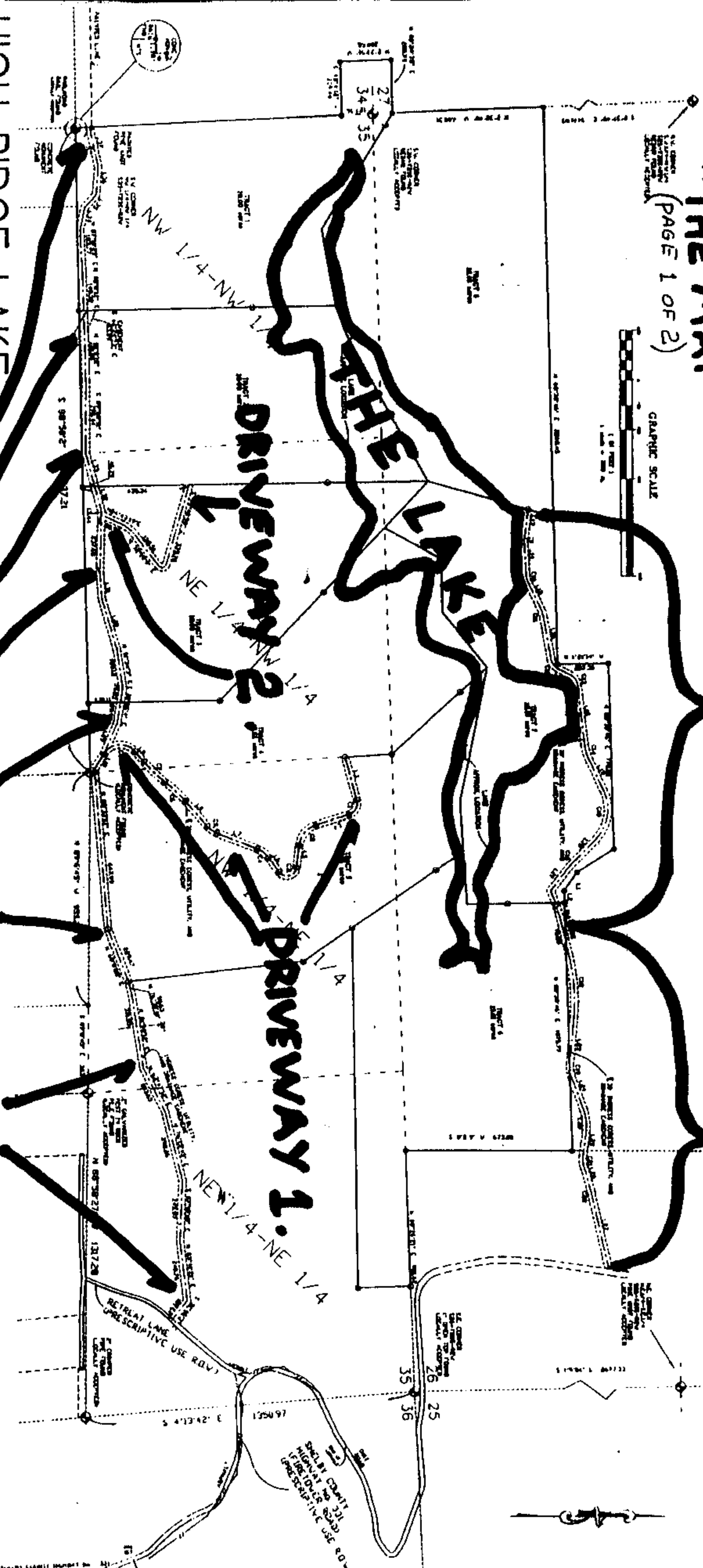
EXHIBIT A "THE MAP"

SEGMENT II THE LAKE ROAD

SEGMENT I THE LAKE ROAD

(PAGE 1 OF 2)

GRAPHIC SCALE



HIGH RIDGE LAKE

A SINGLE FAMILY RESIDENTIAL SUBDIVISION SITUATED
THE S 1/2 OF THE S.W. 1/4 AND THE S 1/2 OF THE SE 1/4 OF
SECTION 26, AND THE N 1/2 OF THE N.W. 1/4 AND THE N 1/2 OF
THE NE 1/4 OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 2
WEST, SHELBY COUNTY, ALABAMA.

EXHIBIT A

THE MAP

(PAGE 2 of 2)

CURVE TABLE

LINE	DIRECTION	DISTANCE
L1	S 55°14'57" E	91.32'
L2	N 88°38'46" E	49.90'
L3	S 74°58'41" W	185.45'
L4	N 17°59'05" W	142.11'
L5	N 82°56'19" W	92.44'
L6	N 54°40'10" E	74.00'
L7	N 21°24'16" E	174.23'
L8	N 49°14'24" E	135.15'
L9	N 49°27'31" E	56.56'
L10	N 59°01'03" W	73.50'
L11	N 42°14'31" W	21.47'
L12	S 03°45'56" E	16.96'
L13	S 81°48'39" E	114.93'
L14	N 87°11'39" E	131.73'
L15	N 65°26'20" E	128.86'
L16	N 80°16'30" E	182.46'
L17	N 26°54'54" E	59.65'
L18	S 83°53'09" W	252.52'
L19	S 65°03'44" W	141.58'
L20	N 46°23'20" W	135.27'
L21	S 52°16'40" E	107.62'
L22	N 77°03'27" E	129.65'
L23	S 84°52'06" E	199.80'
L24	N 70°39'05" E	143.65'
L25	S 82°20'35" E	103.47'
L26	S 74°15'08" W	111.97'
L27	S 77°14'18" W	313.01'
L28	N 73°45'51" E	221.34'
L29	S 66°28'43" E	139.02'
L30	S 77°31'06" E	101.28'
L31	N 86°00'59" E	109.14'
L32	N 75°34'36" E	105.95'
L33	N 75°34'36" E	137.16'
L34	S 78°51'25" E	90.44'
L35	S 47°59'38" E	68.47'
L36	S 85°41'00" E	113.59'
L37	N 77°29'36" E	162.79'

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	50.00'	75.95'	68.86'	N 61°30'12" W	87°02'14"
C2	100.00'	113.37'	107.39'	S 50°27'42" E	64°57'15"
C3	40.00'	96.07'	74.59'	N 14°08'05" W	137°36'30"
C4	100.00'	58.06'	57.25'	S 38°02'13" W	33°15'55"
C5	100.00'	48.58'	48.11'	N 35°19'20" E	27°50'09"
C6	600.00'	117.51'	117.32'	S 43°37'45" W	11°13'17"
C7	600.00'	119.80'	119.60'	N 43°44'19" E	11°26'24"
C8	80.00'	151.46'	129.83'	S 04°46'46" E	108°28'34"
C9	100.00'	19.19'	19.16'	S 87°18'30" E	10°59'42"
C10	100.00'	37.97'	37.74'	N 76°19'00" E	21°45'20"
C11	100.00'	25.89'	25.82'	S 72°51'25" W	14°50'10"
C12	50.00'	46.57'	44.90'	N 53°35'42" E	53°21'35"
C13	50.00'	49.72'	47.69'	S 55°24'02" W	56°58'14"
C14	200.00'	65.71'	65.41'	N 74°28'27" E	18°49'24"
C15	180.00'	215.35'	202.74'	N 80°39'48" W	68°32'55"
C16	400.00'	41.11'	41.09'	S 49°20'00" E	05°53'20"
C17	800.00'	146.81'	146.60'	S 71°48'02" W	10°30'51"
C18	800.00'	252.36'	251.32'	S 86°05'41" W	18°04'26"
C19	120.00'	51.27'	50.88'	N 82°53'29" E	24°28'49"
C20	200.00'	94.27'	93.40'	S 84°09'15" W	27°00'21"
C21	100.00'	40.85'	40.57'	N 85°57'17" E	23°24'17"
C22	100.00'	5.21'	5.21'	S 75°44'43" W	02°59'09"
C23	18'	39.58'	32.08'	N 10°40'55" W	126°00'08"
C24	150.00'	72.25'	71.55'	N 38°31'14" E	27°35'50"

EXHIBIT B

ARTICLES OF INCORPORATION
OF
HIGH RIDGE LAKE HOMEOWNERS ASSOCIATION, INC.
A NON-PROFIT CORPORATION

TO THE HONORABLE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA:

We, the undersigned, each of whom is over the age of nineteen years, desiring to organize a non-profit corporation under the provisions of the Alabama Non-Profit Corporation Act (Code of Alabama, 1975, Section 10-3A-1 et seq.), hereby sign, verify and file these Articles of Incorporation and certify as follows:

1. **NAME:** The name of the corporation is:

High Ridge Lake Homeowners Association, Inc.

2. **DURATION:** The period of duration of the corporation shall be perpetual.

3. **PURPOSE:** The terms used herein shall have the meaning attributed to them in the Declaration of Restrictive Covenants for High Ridge Lake (the "Covenants"). The specific purposes for which the corporation is organized are to provide for the maintenance, operation, management and repair of the Roadways, Gates and Lake within that development known as Lakeside Farms and to implement and carry out the provisions of the Covenants.

Notwithstanding any other provision of the Articles, the corporation is not organized for private pecuniary profit, nor shall it have any power to issue certificates of stock or declare dividends, and no part of its net earnings, if any, shall inure to the benefit of any member, director, or individual. The corporation shall not enter into any transaction, carry on any activity, or engage in any business for pecuniary profit.

In connection with the purpose of the corporation described above, the corporation may:

(a) Exercise all of the powers and privileges and perform all of the duties and obligations of an association of Tract owners as set forth in the Covenants, recorded in the Office of the Judge of Probate of Shelby County, , Alabama in Instrument #1997 39702, as the same may be amended from time to time as therein provided, said Covenants being incorporated herein as if herein set forth at large and at length.

(b) Fix, levy, collect and enforce payment by any lawful means of all charges or assessments pursuant to the terms of the

Covenants; pay all expenses in connection therewith and all office or other expenses incident to the conduct of the business of the corporation, and to collect, hold, invest and expend all funds paid to the corporation as agent of and for the Tract Owners.

(c) Maintain the Roadways and Lake and all improvements located thereon and therein, make payments of taxes, insurance, repairs, and any other expenses necessary to the maintenance of said property, and pay operating expenses of every kind and character whatsoever, and any other desirable improvements from time to time as this corporation shall deem best.

(d) Enforce the covenants and restrictions contained in the Covenants, and make, establish and enforce reasonable rules and regulations governing the administration, management and use of the common areas and facilities.

(e) Purchase, acquire, hold, improve, sell, convey, assign, exchange, release, mortgage, encumber, lease, hire and deal in real and personal property of every kind and character.

(f) Apply for, purchase, or acquire by assignment, transfer or otherwise, and hold, mortgage, or otherwise pledge, and sell, exchange, transfer, and deal in any license, power, authority, concession, right or privilege which any non-profit corporation may make or grant.

(g) Enter into, make and perform contracts of every kind for any lawful purpose without limit as to amount, with any person, firm, association, corporation, municipality, county, state, territory, government, governmental subdivision or body politic.

(h) Solicit and receive funds and other property, real, personal, and mixed, and interests therein, by gift, transfer, devise, or bequest, and invest, hold, manage, administer, expend and apply such funds and property subject to such conditions and limitations, if any, as may be expressed in any instrument evidencing such gift, transfer, devise or bequest.

(i) Exercise all of the powers vested in non-profit corporations by the Constitution and laws of the State of Alabama, including, without limitation, the Alabama Non-Profit Corporation Act, Code of Alabama, 1975, Section 10-3A-1, et seq.

The foregoing clauses, and each phrase thereof, shall be construed as objects and purposes of this corporation in addition to those powers specifically conferred upon the corporation by law, and it is hereby expressly provided that the foregoing specific enumeration of purposes and powers shall not be held to limit or restrict in any manner the powers of the corporation

otherwise granted by law. Nothing herein contained, however, shall be construed as authorizing this corporation to carry on any business for profit.

4. **MEMBERS:** The corporation shall have one class of members. Every person or entity who is a record owner of a fee simple title to any Tract in High Ridge Lake, as defined in the Covenants, shall be a member.

5. **BOARD OF DIRECTORS:**

(a) **Control and Management of the Corporation:** The control and management of the corporation and its property and affairs shall be vested in the Board of Directors,

(b) **Initial Director:** The Board of Director shall initially be composed of one (1) Director. The name and address of the person who is to serve as the initial Director is as follows:

<u>NAME</u>	<u>ADDRESS</u>
Michael H. Strong	2000 Southbridge Parkway Suite 200 Birmingham AL 35209

(c) **Election:** Directors shall be elected at the annual meeting of the members of the Association by majority vote of the members.

(d) **Action by Consent:** Any action required or permitted to be taken at any meeting of the Board of Directors of the corporation or of any committee thereof may be taken without a meeting, if a consent in writing setting forth the action so taken is signed by all members of the Board of Directors or members of such committee. Such consent shall have the same force and effect as a unanimous vote of the Board of Directors or such committee.

(e) **By-Laws:** The provisions for the internal regulation and management of the affairs of the corporation shall be set forth in the By-Laws. The Board of Directors shall have the power to alter, amend or repeal the By-Laws, or adopt new By-Laws, in any manner not inconsistent with these Articles of Incorporation or applicable laws of the State of Alabama.

6. **INITIAL REGISTERED AGENT AND OFFICE:** The address of the initial registered office of the corporation is 1 Riverchase Office Plaza Suite 124, Birmingham, AL 35244. The name of the registered agent at such address is Randall H. Goggans.

7. **OFFICERS:** The officers of the corporation shall consist of a President, a Secretary, a Treasurer, and such other officers and assistant officers as may be deemed necessary, each of whom shall be elected or appointed at such time, in such manner and for such terms as may be prescribed in the By-Laws.

8. **NON-STOCK AND NON-PROFIT STATUS:**

(a) This corporation shall have no capital stock, is not organized for profit, and does not contemplate pecuniary gain or profit to the members, individuals, officers or directors thereof. No part of the earnings of the corporation shall inure to the benefit of any member, individual, officer, or director. The corporation does not contemplate the distribution of gains, profits, or dividends to any member, individual, officer or director thereof, and is organized solely for non-profit purposes.

(b) Nothing herein shall authorize the corporation, directly or indirectly, to engage in or include among its purposes, any activities proscribed by the Alabama Non-Profit Corporation Act (Code of Alabama, 1975, Section 10-3A-1 et seq.).

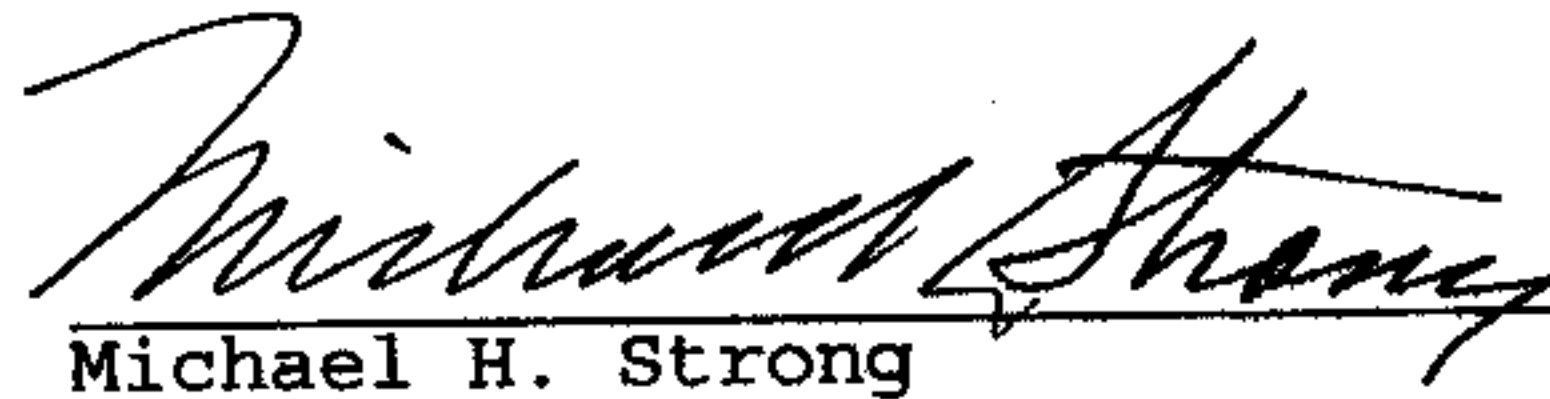
9. **DISSOLUTION OF CORPORATION:** Should the corporation be dissolved at any time by voluntary or involuntary action, its assets remaining after payment of, or provision for payment of, all debts and liabilities of the corporation shall be distributed to such members or persons as may be specified in a plan of distribution adopted in accordance with Code of Alabama, 1975, Section 10-3A-142.

10. **NO PERSONAL LIABILITY:** No individual, member, director or officer of the corporation shall be personally liable for the debts or obligations of the corporation.

11. **INCORPORATOR:** The name and address of the incorporator is as follows:

<u>NAME</u>	<u>ADDRESS</u>
Michael H. Strong	2000 Southbridge Parkway Suite 200 Birmingham AL 35209

IN WITNESS WHEREOF, the undersigned incorporator has hereunto subscribed his name to these Articles of Incorporation this 2 day of December, 1997.



Michael H. Strong

STATE OF ALABAMA)

SHELBY COUNTY)

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

Given under my hand and seal this 2 day of
DECEMBER, 1997


Notary Public

My Commissions Expires: 7.1.98

BY-LAWS
OF
HIGH RIDGE LAKE HOMEOWNERS ASSOCIATION, INC.

A Corporation Not for Profit
Under the Laws of the State of Alabama

These By-Laws of HIGH RIDGE LAKE HOMEOWNERS ASSOCIATION, INC. (hereinafter called the "Association" or the "Corporation") adopted by the undersigned directors effective as of the 2 day of DECEMBER, 1997.

WHEREAS, High Ridge Lake Subdivision has been created by Record map filled in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 23, page 65A+B, and

WHEREAS, the Articles of Incorporation of the Association were filed in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument # 1997-39698 on the 5 day of DECEMBER, 1997, creating a corporation not for profit, incorporated under the laws of the State of Alabama, organized for the purpose of providing for the maintenance, operations, management and repair of the Roadways and Lake (sometimes herein the "Common Facilities") within that certain development known as High Ridge Lake.

NOW, THEREFORE, the undersigned members of the Board of Directors of the Association, being so named in said Articles of Incorporation, hereby adopt the By-Laws of the Association as follows:

ARTICLE I

ASSOCIATION

1.1 Office: The office of the Association shall be at any home located on a Tract included in High Ridge Lake, provided such home is owned by a then current member of the Board of Directors, and further provided that such owner is willing to make his (her) home available for such meeting, or such other place as shall be selected by a majority of the Board.

1.2 Fiscal Year: The fiscal year of the Association shall be the calendar year.

1.3 Terms: All terms used herein shall have the same meaning attributed to them in the Declaration of Restrictive Covenants for High Ridge Lake as recorded in the Office of the Judge of Probate of Shelby County, Alabama in Instrument # 1997-

39702 (the "Declaration").

ARTICLE II

2.1 Annual Meetings:

(a) The regular annual members meeting shall be held at the office of the Association at 6:00 PM, on the third Tuesday in November of each year, for the purpose of electing the Board of Directors and of transacting any other business authorized to transacted by the members.

(b) The time of holding the annual meeting of members may be changed at any time prior to fifteen (15) days before the regular day for holding such meeting by a resolution duly adopted by the Board of Directors or by the members, provided that notice of such change be mailed to each member of record, at such address as appears upon the records of the Association, not less than ten (10) days before the holding of such meeting; and further provided that each annual meeting of members shall be held within one (1) month of the date on which it should regularly have been held but for such change.

2.2 Special Meetings: Special members meeting shall be held whenever called by the President or Vice-President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast forty percent (40%) of the votes in the Association.

2.3 Notice of Meetings:

(a) Notice of all members meetings, stating the time and place and the objects for which the meeting is called, shall be given by the Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days, nor more than fifty (50) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the Secretary.

(b) Whenever any notice is required to be given to any member by law or under the provisions of the Articles of Incorporation or By-Laws of the Association, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

2.4 Place of Meeting: All meetings of the members of the Association shall be held at the office of the Association or such other place in Shelby County, Alabama as may be stated in the notice of the meeting.

2.5 Voting:

(a) Every Owner of a Tract shall be a member of the Association, and one vote shall be allocated for each Tract owned.

(b) If a Tract is owned by more than one person, the Owner is entitled to cast the vote appurtenant to said Tract shall be designated by the Owners of a majority interest in the Tract. A voting member must be designated as the person entitled to cast the vote for all such owners of that Tract by a statement filed with the Secretary of the Association, in writing, signed under oath by the owners of a majority interest in the Tract. The designation may be revoked and a substitute voting member designated at any time at least five (5) days prior to any meeting. If a designation of a voting member is not filed with the Secretary at least five (5) days prior to any meeting, no vote shall be cast at such a meeting by or for said Tract Owner(s).

(c) All members shall be entitled to participate in any meeting of the Association but only voting members shall have the right to vote on any matter brought before such meeting.

2.6 Quorum for Meeting of Members: A quorum at members meetings shall consist of persons entitled to cast a majority of the votes of the entire membership.

2.7 Proxies: At any meeting of the members of the Association, the voting members shall be entitled to vote in person or by proxy; provided, however, that no proxy shall be valid unless it is filed with the Secretary at least three (3) days prior to a meeting, nor shall any proxy be valid unless it is granted to a person who is an Owner. No person may cast more than one proxy vote. No proxy vote may be cast on behalf of a voting member who is present and in person at a meeting.

2.8 Vote Required to Transact Business: When a quorum is present at any meeting, a majority of the voting members present in person or represented by proxy, shall decide any questions brought before the meeting, unless the question is one upon which, by express provision of the statutes, the Declaration of Restrictive Covenants, or these By-Laws, a different number is required, in which case the express provision shall govern the decision in questions.

2.9 Reservation by Developer: Until the Developer has conveyed all of the Tracts as shown on the survey of the Subdivision, the Board of Directors shall be comprised of members selected by the Developer. Provided, however, that Developer, at its option, may elect to turn control over to the Tract Owners at

an earlier date.

2.10 Interest of Members: No member of the Corporation shall have any right, title or interest in or to the whole or any part of the property or assets of the Corporation, and no member shall be entitled to either the whole or any part thereof in the event of the termination of his membership in the Corporation; provided, however, that in the event the Corporation is dissolved, the property and assets of the Corporation shall be distributed to the members in good standing in the proportion of each member's contribution in Corporation dues for the twelve (12) month period preceding the adoption of a resolution of dissolution and shall be used by such members solely for the not-for-profit purposes set forth in Paragraph 3 of the Corporation's Articles of Incorporation.

ARTICLE III

BOARD OF DIRECTORS

3.1 Membership: The affairs of the Association shall be conducted by a Board of Directors which shall consist of such number, but not less than one (1) nor more than five (5), as shall from time to time be determined and fixed by a majority vote at any annual meeting of the members. Except as provided in Section 3.2(c) herein, each director shall be a voting member of the Association.

3.2 Election of Directors: Election of directors shall be conducted in the following manner:

(a) Directors shall be elected at the annual meeting of the members of the Association.

(b) The election shall be by secret ballot unless dispensed with by unanimous consent. The nominees receiving the greatest number of votes cast shall be elected to the Board.

(c) Until the Developer has conveyed all of the Tracts as shown on the Record Map within the Subdivision, all directors shall be designated by Developer and need not be Owners. Note: See exception - paragraph 2.9 above.

3.3 Term: The term of each director's services shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner herein provided.

3.4 Removal: Directors may be removed for cause by an affirmative vote of seventy percent (70%) of the members of the

Association. Except as provided in Section 3.2(c), no director shall continue to serve on the Board, if during his term of office, his membership in the Association shall be terminated for any reason whatsoever.

3.5 Vacancy and Replacement:

(a) If the office of any director becomes vacant by reason of death, resignation, retirement or disqualification from office, a majority of the remaining directors, though less than a quorum, at a special meeting of directors duly called for this purpose, shall choose a successor or successors who shall hold office for the unexpired term in respect to which such vacancy occurred.

(b) The vacancy created by the removal of a director by the voting members shall be filled at the same meeting by the members of the Association in the same manner as was provided for the election of directors.

3.6 Powers and Duties of Board of Directors: All of the powers and duties of the Association under the Declaration of Restrictive Covenants, the Articles, and the By-Laws shall be exercised by the Board of Directors, or its delegates, subject only to approval by Owners and institutional mortgagees when such approval is specifically required. The powers and duties of the directors shall include, without limitation, the following:

(a) To make and collect assessments against members to pay the Common Expenses, and other expenses incurred by the Association, including the power to make and assess members for capital improvements and replacements and to render or cause to be rendered statements, when required or useful, for any assessments which remain unpaid by any Owner.

(b) To maintain, repair, replace and operate the Association property and to purchase any necessary property, equipment or tools required for such maintenance, repair and replacement.

(c) To elect the officers of the Association and otherwise to exercise the powers regarding Officers of the Association as set forth in these By-Laws.

(d) To determine who shall be authorized to make and sign all instruments on behalf of the Association and the Board.

(e) To employ management agents or managers, at such compensation and upon such conditions as may be established by the Board, to perform such duties and services as the Board shall authorize, including, without limitation, the duties listed in

this section; provided, however, any such agreements shall contain a provision that the duties so conferred upon any managing agent or manager by the Board of Directors may at any time be revoked, modified or amplified by the majority of the directors or owners in a duly constituted meeting.

(f) To designate and to hire personnel necessary for the maintenance, repair and replacement of the Common Facilities.

(g) To insure and keep insured the Association property.

(h) To procure such fidelity bonds as the Board deems advisable covering officers and employees of the Association who handle the Association's funds or personal property and to procure director's and officer's liability insurance if the Board deems it advisable. The premiums of such bonds and insurance shall be paid by the association as Common Expenses.

(i) To maintain actions, and to settle causes of action, on behalf of the owners with reference to the Common Facilities, all as the Board deems advisable.

(j) To determine policies and to adopt administrative rules and regulations governing the details of the operation and use of the Subdivision, including the Common Facilities, and to amend such administrative rules and regulations from time to time as the Board deems advisable.

(k) To make an annual statement of the business and condition of the Association for presentation at the annual meeting of members.

(l) To enjoin or seek damages from Owners for violation of these By-Laws and the terms and conditions of the Declaration.

(m) To make contracts and incur liabilities in connection with the exercise of any of the powers and duties of the Board and to use the proceeds of assessments in the exercise of its powers and duties.

3.7 Compensation: The directors shall not be entitled to any compensation for service as directors.

ARTICLE IV

DIRECTORS MEETINGS

4.1 Organizational Meetings: The first meeting of each new Board elected by the members shall be held immediately upon adjournment of the meeting at which they are elected, or at such place and time as soon thereafter as practicable as shall be

fixed by the Directors at the meeting of members at which they were elected, and no further notice of the organization meeting shall be necessary provided a quorum of the newly elected directors were present at such members meeting.

4.2 Regular Meetings: Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

4.3 Special Meetings: Special meetings of the Board may be called by the President on five (5) days notice to each director. Special meetings shall be called by the President or Secretary in like manner and on like notice upon the written request of three (3) directors.

4.4 Waiver of Notice: No notice of a Board meeting shall be required if the directors meet by unanimous written consent. The directors, may, by resolution duly adopted, establish regular monthly, quarter-annual r semi-annual meetings. If such resolution is adopted, no notice of such regular meetings of the Board shall be required. Any required notice may be waived in writing signed by the person or persons entitled to such notice whether before or after the time stated therein.

4.5 Quorum: A quorum at a directors meeting shall consist of a majority of the entire Board. The acts approved by a majority of those present at a meeting in which a quorum is present shall constitute the act of the Board, except when approval by a greater number of directors is required by statute or by the Declaration, Articles or these By-Laws.

4.6 Adjourned Meetings: If at any meeting of the Board there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called, may be transacted without further notice.

4.7 Joinder in Meeting by Approval of Minutes: The joinder of a director in any action taken at a meeting in which such director is absent shall be evidenced by affixing his signature to the minutes of that meeting, and the same shall constitute the presence of such director for the purpose of determining a quorum.

4.8 Presiding Officer: The presiding officer of a directors meting shall be chairman of the Board, if such an

officer has' been elected, otherwise, the President of the association shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

ARTICLE V

OFFICERS

5.1 Officers: The executive officers of the Association shall be a President, Vice-President and Secretary/Treasurer, each of whom shall be elected at the annual meeting of the Board of Directors. Any two (2) or more of said offices may be held by one person except that the President shall not also be the Secretary/Treasurer of the Association. The Board may appoint such other officers and agents that it may deem necessary, who shall hold office at the pleasure of the Board and have such authority and perform such duties as from time to time may be prescribed by said Board.

5.2 Qualifications: No person shall be entitled to hold office except an Owner; provided, however, that officers need not be Owners prior to the sale of all of the Tracts as shown on the survey of the Subdivision. No officer except the President need be a member of the board.

5.3 Term: The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the board may be removed at any time by the affirmative vote of a majority of the voting members present at any meeting of the members of the Association.

5.4 The President: The President shall be the chief executive officer of the Association; he shall preside at all meetings of the members and directors; shall appoint any necessary committees from among the members; shall be an ex-officio member of all standing committees; shall have general management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect.

5.5 The Secretary:

(a) The Secretary shall keep the minutes of the members meetings and of the Board of Directors meetings in one or more books provided for that purpose. Resolutions shall be maintained in one such minute book.

(b) The Secretary shall see that all notices are duly given in accordance with the provisions of these By-Laws or as required

by law.

(c) The Secretary shall be custodian of the corporate records, except those of the Treasurer, and of the seal of the Corporation, and shall affix the seal to instruments requiring it when duly signed.

(d) The Secretary shall keep a register of the post office address of each member, which shall be furnished to the Secretary by such member.

(e) In general, the Secretary shall perform all duties incident to the office of the Secretary and such other duties as may be assigned to him by the President or by the Board of Directors. NOTE: It is intended that ~~one~~ person serve as both Secretary and Treasurer.

5.7 The Treasurer:

(a) The Treasurer shall keep full and accurate accounts of all financial records of the Association including receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association, in such depositories as may be designated by the Board or these By-Laws. The Treasurer shall keep a detailed, accurate account for each Tract, setting forth any shares of Common Expenses or other charges due, the due dates thereof, the preset balance due, and any interest in Common Surplus; and he shall perform all other duties incident to the Office of Treasurer. The records, books of account, and the vouchers authorizing payments, shall be available for examination by members of the Association at reasonable times.

(b) The Treasurer shall disburse funds of the Association as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and directors at the regular meetings of the Board, an account of all his transactions as Treasurer, and of the financial condition of the Corporation.

5.8 Vacancies: If any office becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining directors, by a majority vote, may chose a successor or successors who shall hold such office for the unexpired term.

5.9 Resignations: Any officer may resign his office at any time. Such resignation shall be made in writing, and shall take effect at the time of its receipt by the Association, unless some time is fixed in the resignation, in which case, then the resignation shall take effect on such date. The acceptance of a resignation shall not be required to make it effective.

5.10 Compensation: The officers of the Association shall receive no compensation as officers. NOTE: It is intended that one person serve as both Secretary and Treasurer.

ARTICLE VI

FISCAL MANAGEMENT

6.1 Accounts:

(a) All funds to be expended during the year for the maintenance of the Common Facilities and the operation of the Association shall be held in a current expense account. Any balance in this fund at the end of each year may be used to pay Common Expenses incurred in any successive year or may be placed in a reserve fund account.

(b) All funds to be expended for replacement, acquisition, and repair of capital improvements which are a part of the Common Facilities and for working capital of the Association shall be held in a reserve fund account.

(c) The proportionate interest of each Owner if any such account or Fund cannot be withdrawn or separately assigned but shall be deemed to be transferred with such Tract, even though not expressly mentioned or described in the conveyance thereof. In case the Association shall be terminated, any part of any such account or fund remaining after full payment of all Common Expenses of the Association shall be distributed in accordance with Section 2.10 hereto.

6.2 Budget: The Board of Directors shall adopt a projected operating budget for each calendar year which shall include the estimated contributions to the funds necessary to repair or replace capital improvements. Within thirty (30) days after adoption of any proposed budget for the Association, the Board shall provide a copy of the budget to all the Owners, and shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after delivery or mailing of the budget to the Owners. Unless at that meeting a majority of all the Owners present, in person or by proxy, reject the budget, the budget will be ratified, whether or not a quorum is present. In the event the budget is rejected, the periodic budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board.

6.2 Assessments: Assessments against individual Owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 20

preceding the year for which the assessments are made. The budget and assessments therefor may be amended at any time by the Board of Directors. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due on the first day of the month next succeeding the month in which such amended assessment is made or as otherwise provided by the Board. The Board shall have the power to levy special assessments for unanticipated expenditures.

6.4 Effect of Nonpayment of Assessments; Remedies of the Association: All assessments shall be due on or before the first day of each month or as may be otherwise provided in the notice to each Owner from the Association. If any assessment, regular or special, is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at six (6) percentage points above the annual prime rate as established by AmSouth Bank, N.A. the same to float and fluctuate with annual prime rate. (Example: In the event the AmSouth Bank, N.A. prime rate is 7% per annum, the assessment shall bear interest at 13% per annum; the rate shall increase or decrease as the AmSouth Bank, N.A. prime rate increases or decreases, but is to be six (6) percentage points in excess of the prime rate.) If the interest rate chargeable hereunder shall exceed the maximum rate of interest allowed under applicable law, then the interest charged shall be the same as the maximum allowed to be charged under the laws of the State of Alabama.

If an Owner defaults in his obligation to pay an assessment, the Association shall have the right to declare the entire assessment for the year to be due and payable in full, together with costs and attorney's fees as provided herein, and may either: (a) bring an action at law against the Owner personally obligated to pay the same; or (b) foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each Owner, by acceptance of a deed to a Tract, hereby expressly vests in the Board of Directors of the Association or their agents the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with said lien.

The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association may sell the Tract subject to such assessment to the highest bidder at public auction in front of the Shelby County, Courthouse by auctioneer after first having given notice

of the time, place and terms of sale, together with a description of the property to be sold, by publication once a week for four (4) successive weeks prior to said sale in a newspaper of general circulation published in Shelby County, Alabama, and upon payment of the purchase money, the auctioneer conducting said sale for the Association is authorized to execute to the purchaser a deed of the property to be sold. The Association, acting on behalf of the Tract Owners, shall have the power to bid at a foreclosure sale and to acquire and hold, lease, mortgage, and convey the Tract foreclosed. In the event an Owner becomes more than thirty (30) days in arrears in payment of any installment of his assessment, then the entire annual assessment may become due and payable immediately at the discretion of the Board of Directors of the Association.

6.5 Subordination of the Lien to Mortgages: The lien for the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Tract shall not affect the assessment lien. However, the sale or transfer of any Tract pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments upon such Tract which became due prior to such sale or transfer. Notwithstanding the foregoing, the Owner of such Tract at the time the assessment came due shall continue to be personally liable for said assessment.

6.6 Deposits: The funds of the Association will be deposited in such banks or savings and loan associations as shall be designated from time to time by the Board of Directors. Withdrawals of funds from such accounts shall be only by checks signed by such persons as authorized by the Board.

ARTICLE VII

OBLIGATIONS OF THE OWNERS

7.1 Assessments: Every Owner of any Tract shall contribute toward the expense of administration of the Subdivision, as provided in the Declaration and in these By-Laws.

7.2 Maintenance and Repair:

(a) Every Owner must perform promptly all maintenance and repair work to his Tract and the Structures thereof which, if omitted, would affect the Subdivision in its entirety or in a part belonging to other Owners; each Owner is expressly responsible for the damages and liabilities that his failure to do such maintenance and repair may engender unless such damage is covered by insurance.

(b) All the repairs of internal or appurtenant installations of the Tract such as water, light, power, air conditioning, heat, sewage, telephones, sanitary installations, doors, windows, lamps, and all other accessories belonging to the Tract, shall be maintained at the Owner's expense.

(c) An Owner shall reimburse the Association for any expenditures incurred in repairing or replacing any Common Facilities or damaged through his fault, unless such damage is covered by insurance.

7.3 Use of Tracts: Every Owner shall comply strictly with the provisions of the Declaration, these By-Laws and the Rules promulgated under Section 3.6(j) hereto. In the event of the failure of any Owner to comply with the same, the association may sue to recover sums due, damages, and seek injunctive relief, and for its costs and expenses in connection therewith, including reasonable attorney's fees.

7.4 Right of Entry: The Association, its officers, agents, employees, successors and assigns, and any other person so authorized by the Board of Directors, shall have the right to enter each Tract in case of any emergency originating in or threatening such Tract, whether or not the owner or occupant is present at the time. Every Owner and occupant, when so required, shall permit other Owners, or their representatives, to enter his or her Tract at reasonable times for the purpose of performing authorized installations, alterations, or repairs to the Common Facilities therein for central services, provided that requests for entry are made in advance.

7.5 Title: Every Owner shall promptly cause to be duly recorded in the Office of the Judge of Probate of Shelby County, Alabama, the deed or other conveyance to him of his title thereto and file such evidence of his title with the Association, and the Secretary shall maintain such information in the record of ownership of the Association.

7.6 Mortgages: Any mortgagee of a Tract may file a copy of its mortgage with the Association, and the Secretary shall maintain such information in the record of ownership of the Association. After the filing of the mortgage, the Association shall be required to notify the mortgagee of any Owner who is in default on the expenses for the administration of the Subdivision and the mortgagee at its option may pay the delinquent expenses; and the holder of every such mortgage requesting the same shall be entitled to written notification from the Association of any default by the mortgagor of such Tract in the performance of such mortgagor's obligations under the Subdivision documents which is not cured within thirty (30) days.

ARTICLE VIII

MISCELLANEOUS

8.1 Parliamentary Rules: Roberts Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration or these By-Laws.

8.2 Exculpation of Directors:

(a) No director shall be liable to any one for any acts in behalf of the Corporation of any omissions with respect to the Corporation committed by such director, except for his own willful misconduct.

(b) No director shall be liable to any one for any act of neglect or default on the part of any one or more of the other directors.

(c) The Association shall indemnify and hold each director harmless from each and every act of such director, acting in good faith on behalf of the corporation.

8.3 Amendments: These By-Laws may be amended in any respect not inconsistent with provisions of law, the Declaration or the Articles of Incorporation, as follows:

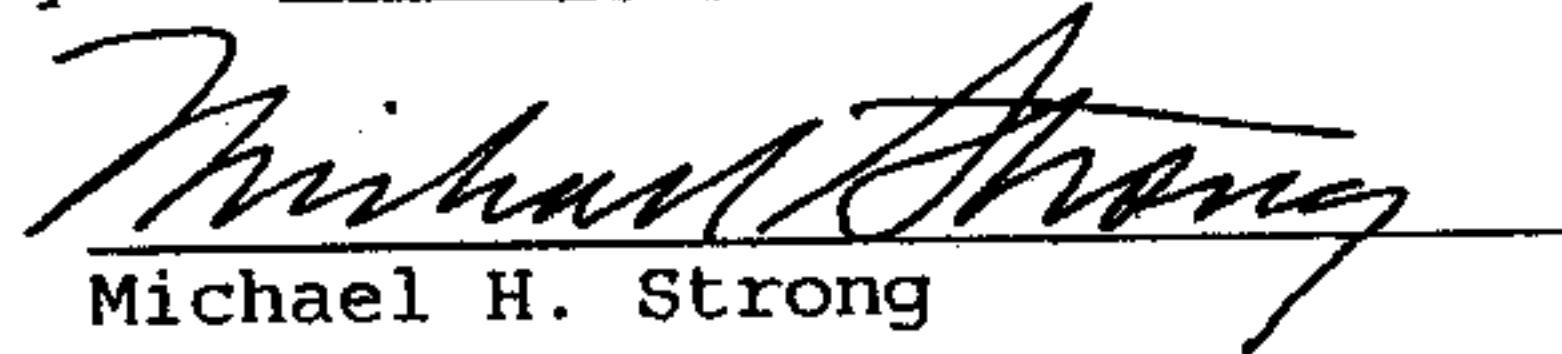
(a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(b) An amendment shall be approved so long as there is a quorum and a majority of the members of the Association in attendance affirmatively vote for such amendment. Members not present in person or by proxy at the meeting considering the amendment may express approval or disapproval in writing, provided such writing is delivered to the Secretary at or prior to the meeting.

(c) No amendment shall discriminate against any Owner and no amendment shall change the Owner's liability for Common Expenses or any other charges or costs, unless the Owners of all the Tracts so affected, including first mortgagees, shall consent thereto in writing.

(d) A copy of each amendment shall be certified by the President and Secretary of the Association as having been duly adopted and shall be effective when recorded in the Probate Court Records of Shelby County, Alabama.

The foregoing were adopted as the By-Laws of the High Ridge Lake Homeowners Association, Inc. at the first meeting of the Board of Directors on the 2 day of DECEMBER, 1997.


Michael H. Strong

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Inst # 1997-39702

12/05/1997-39702
10:56 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
046 HCD 121.00