

STATE OF ALABAMA       )  
COUNTY OF SHELBY       )

FINAL,  
12/17/97

DECLARATION OF RESTRICTIVE COVENANTS FOR  
SKYRIDGE LAKES

KNOW ALL MEN BY THESE PRESENTS: That:

WHEREAS, Anthony Joseph, Carolyn Joseph, Wallace Shoemaker and Robert A. Shoemaker (herein collectively the "Developer") have heretofore acquired fee simple title of certain real property situated in Shelby County, Alabama and has subdivided such property into seven (7) tracts (herein "Lots") as described in map and survey of Skyridge Lakes, as recorded in Map Book 23, Page 83 in the Probate Office of Shelby County, Alabama (the "Survey or the Subdivision"). The real property referred to in the Survey is referred to herein as the "Property" and is depicted on Exhibit "A" attached hereto; and

WHEREAS, the Developer desires to develop the Property into a residential estate subdivision to be known as Skyridge Lakes, subject to the restrictions and covenants set forth in this Declaration of Restrictive Covenants for Skyridge Lakes (herein "the Declaration"); and

WHEREAS, the Developer desires to subject each Lot owner as herein defined to membership in Skyridge Lakes Homeowners Association, Inc. (the "Association").

NOW, THEREFORE, the Developer does, upon recording hereof, declare and make the Property and each of the Lots included in the subdivision of the Property subject to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Declaration, and on the Survey 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 parties having or acquiring any right, title or interest in the Property or any part thereof, and shall be for the benefit of

each such owner of property or interest therein, and shall inure to the benefit of and be binding of and be binding upon each successor in interest to the owners thereof.

## **ARTICLE I**

### **Land Use**

1. The Property shall 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 residence located on a Lot, but not the conduct of business with the presence of the general public at the Property.

## **ARTICLE II**

### **Building Requirements**

1. **MINIMUM STRUCTURE SIZE OF PRIMARY DWELLING.** No Lot shall contain more than one primary dwelling (the "Dwelling") and no primary dwelling shall be erected on any Lot if such dwelling contains less than 2400 square feet of living space, for a single story dwelling, and not less than 2600 square feet of living space for a 1½ story dwelling, and no less than 2800 square feet of living space for a 2 story dwelling. Living Space is defined as heated and finished areas and does not include porches, garages, basements, carports or attics.

2. **BUILDING LOCATION.** No structure shall be located any closer than 50 feet from Skyridge Drive (the "Road") nor shall any structure be located any closer than 35 feet from any side or rear Lot line.

3. **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.

4. **TEMPORARY STRUCTURES AND OUTBUILDINGS.** No mobile homes or modular homes shall be allowed. Guest houses and other

outbuildings shall, subject to the approval of the Architectural Review Committee (the ARC) be allowed. All outbuildings shall be in the style of the primary dwelling and shall not be prefabricated.

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

6. **SEPTIC TANKS.** All septic tanks must be of an approved 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 35 feet of an adjoining Property line. No sewer or drainage lines shall be constructed or laid which shall empty on or become a nuisance to an adjoining Lot or Property Line or the Ponds.

7. All mailboxes and supports and all trash enclosures shall be constructed according to the standard as approved by the ARC.

8. **SATELLITE DISHES.** Satellite dishes will be permitted but must not be visible from Skyridge Drive, the Access Extension or the Future Development Easement (as herein after defined) or positioned to interfere with any adjacent Lot Owner.

### **ARTICLE III**

#### **ARCHITECTURAL REVIEW COMMITTEE**

1. **APPROVAL OF ARCHITECTURAL REVIEW COMMITTEE.** No structure, building, or fence shall be commenced, erected, placed, moved onto or permitted to remain on any Lot, nor shall any existing structures upon any Lot within the Property be altered in any way which materially changes the exterior appearance thereof until same is submitted to and approved by the Architectural 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 not necessarily be limited to:

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

B. A grading, and drainage plan for the Lot; and

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

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

3. **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.

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

A. The scope of review by the Committee shall be limited to



appearance and improvement location only. The purpose of the Committee is to promote quality development on the Lots and not necessarily to impose requirements concerning the type of structure or the design of such structures in such Lots. **THE 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.**

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

- (1) failure of such plans and specifications to comply with the covenants and restrictions herein set forth;
- (2) failure to include information in such plans and specifications as may have been reasonably requested by the ARC;
- (3) reasonable objection to the exterior design, appearance or materials proposed to be used in any proposed structure;
- (4) incompatibility of use of any proposed structure or improvement with existing structures or uses upon other Lots in the Property;
- (5) objection to the site plan, clearing plan, drainage plan for any special parcel;
- (6) failure of plans to take into consideration the particular topography, vegetative characteristics, and natural environs of the Lot; and
- (7) 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 Lots in the Property.

C. 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.

5. **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.

6. **FAILURE TO OBTAIN APPROVAL.** If any structure or improvement shall be altered, erected, placed or maintained upon any Lot, or any new structure or improvement commenced on any Lot other than in accordance with plans and specifications approved by the ARC pursuant to the provisions of this Article III, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this covenant, and without the approval required herein, 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 Lot upon which such violation exists shall not have taken reasonable steps toward the removal or correction of the same, the Committee shall have the right, through its agents and employees, to enter upon such Lot and to take such steps as may be necessary to extinguish the violation and the cost thereof shall be a binding, personal obligation of such owner as well as a lien (enforceable in the same manner as a mortgage) upon the Lot in question. The lien provided in this paragraph shall not be valid as against a bona fide purchaser (or bona fide mortgage) of the Lot in question unless a suit to enforce said lien shall have been filed in a court of record in Shelby County prior to the recordation among the Land Records of Shelby County of the

deed (or mortgage) conveying the Lot in question to such purchaser (or subjecting the same to such mortgage).

7. **CERTIFICATE OF COMPLIANCE.** Upon completion of the construction or alteration of any structure or improvement in accordance with the plans and specifications approved by the ARC, the ARC shall, upon written request of the lot Owner thereof, issue a certificate of compliance in form suitable for recordation, identifying such structure or improvement as 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 lot Owner. Any certificate of compliance issued in accordance with the provisions of this Article III, Paragraph 7, shall be prima facie evidence of the facts therein stated, and as to any purchaser or encumbrance in good faith and for value, or as to any title insurer, such certificate shall be conclusive evidence that all structures or improvements on the Lot and the use or uses described therein comply with all the requirements of this Article III, and with all other requirements of this Article III, and with all other requirements of the Declaration as to which the Committee exercises any discretionary or interpretive powers.

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

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

10. **DURATION.**

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

(i) the date that the Developer has sold the last Lot it owns within the Subdivision and Property; and

(ii) the resignation or inability of Anthony Joseph and Wallace Shoemaker to perform on the ARC.

B. 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 Lot owners and are designated by a majority vote of the fee simple Lot Owners.

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

**ARTICLE IV**

**CONVEYANCE OF SKYRIDGE DRIVE AND EASEMENT RESERVATIONS**

The Developer, for good and valuable considerations, the



receipt and sufficiency of which are hereby acknowledged, grants, bargains, sells and conveys:

A. Skyridge Drive as described in Exhibit B attached hereto and incorporated by reference herein to the Association. The Property described in Exhibit B shall only be used for a roadway (Skyridge Drive), and utilities and shall be subject to the easements as set out hereinafter in this Article IV, paragraphs B, C, D and E; and

B. a perpetual easement, running with the land, for vehicular and pedestrian ingress, egress and utilities over, under (as necessary) and across the Property described in Exhibit B to the Lots and the Lot Owners; and

C. a perpetual easement, running with the land in favor of Lots 4,5,6 and 7 and the owners thereof, for vehicular and pedestrian ingress, egress and utilities over, under (as necessary) and across those portions of Lots 4,5 and 6 which touch the cul-de-sac as shown on the Survey (Access Extension) and which Access Extension is for Lots for 4, 5, 6 and 7.

D. to Anthony Joseph and Wallace Shoemaker, their heirs, successors and assigns, a perpetual easement, running with the land, for vehicular and pedestrian ingress, egress and utilities over, under (as necessary) and across; (i) the east 60 feet of Lot 6 (the Future Development Easement); and (ii) that portion of the Access Extension from the Future Development Easement to the cul-de-sac; and (iii) Skyridge Drive; and

E. a perpetual easement over the Future Development Easement, the Access Extension and Skyridge Drive to Service Providers, including, but not limited to, law enforcement officials, fire departments, utilities and all Service Providers for the purpose of protecting, defending, and serving the Lots and Lot Owners and real property and the Owners thereof which, in the future, use the Future Development Easement.

**TO HAVE AND TO HOLD**, unto the Association, the Lots, the Lot Owners Anthony Joseph, Wallace Shoemaker and the Service Providers, their successors and assigns forever.

## **ARTICLE V**

### **Roadway**

A. **ROADWAY.** Skyridge Drive and the Access Extension(the "Road") as shown on the Survey, accessing the Lots existing on the Property is a private road.

B. **ROAD MAINTENANCE.** The Road shall be maintained by the Association. An affirmative vote of at least a majority of the members of the Association shall be necessary to effectuate any improvement, repair or maintenance of the Road unless such repairs are required by any governmental authority having jurisdiction, in which case such repairs or maintenance required by such authority shall be binding on all of the owners. The provisions of Article V, Paragraph (B), shall apply to road maintenance so long as the Road is a private road, notwithstanding any earlier termination of these covenants.

C. **CONVERSION TO A PUBLIC ROAD.**

(i) That portion of the Road which is Skyridge Drive may be offered for dedication to the appropriate governmental authority as a public road at any time upon the affirmative unanimous vote of all of the owners of the Lots (the "Requisite Vote").

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

D. **THE FUTURE DEVELOPMENT EASEMENT.** At such time as the Future Development Easement is placed in service (the service date) owner's of parcels of real property accessed by the Future Development Easement (the Future Development Owners) shall be exclusively responsible to maintain the Future Development Easement and shall contribute to the maintenance of the Access Extension and Skyridge Drive in a percentage wherein the numerator is the number of parcels using the Future Development Easement for access and the denominator is (i) the number of Lots within the Property; minus (ii) one (Lot 3); and plus (iii) the numerator. The balance of maintenance costs shall be borne by the Association. After the service date, Maintenance decisions relating to the Access Extension and Skyridge Drive shall be determined by majority of the group comprised of the Lot Owners and the Future Development Owners, each such owner having one (1) vote.

E. Each Lot owner and Future Development Owner shall indemnify and hold harmless the other Lot owners and Future Development Owners from and against any cause of action, claim or demand caused by any Lot owner's or Future Development Owners (their contractors, invitees or guests) damage to the Roadway.

F. Notwithstanding anything contained in this declaration or the Association Documents, it is expressly understood that Lot 3 shall not use Skyridge Drive or the Access Extension, Lot 3's access being directly onto the County Road as shown on Survey, accordingly, Lot 3 shall bear no portion of any expense or have any rights with respect to the Access Extension, Skyridge Drive or any improvement or appurtenance thereto.

## **ARTICLE VI**

### **PONDS**

A. **PRIVATE USE.** There are two (2) Ponds within the Property as shown on the Survey. Lots 2,3,4,5 and 7 are referred to as the Pond Lots. Pond 1 shall only be used by Lots 5 and 7

and the owners thereof. Pond 2 shall only be used by Lots 2,3,4 and 5 and the owners thereof. Notwithstanding the fact that portions of the Pond Lots are located within the Ponds, the Owners of the Pond Lots shall be entitled to use the entire surface of the Pond benefitting such Lot(s). No Pond Lot Owner shall allow guests or invitees the use of the Pond unless such Lot Owner is present at the time of such use.

**B. RESTRICTIONS.**

- (i) No boat houses shall be constructed on the Ponds.
- (ii) Only electric boat motors shall be used on the Ponds. No internal combustion boat motors shall be used. No boats in excess of fourteen (14) feet in length shall be allowed on the Ponds.
- (iii) No Lot Owner shall make such use of the water in the Ponds so as to cause the pool of the Ponds to diminish below natural state.
- (iv) Each Pond Lot Owner shall carry liability insurance specifically covering casualty and liabilities which may result from the existence or use of the Ponds.
- (v) Piers and docks including any overhangs or other projections shall be built behind the existing shore line (cut into or placed onto the existing shore).
- (vi) Each Pond Lot Owner shall maintain and supervise a thirty-five (35) foot natural buffer zone from the edge of the Pond into such lot to enhance beauty of the Ponds and prohibit unsightly encroachments.
- (vii) The Pond shall not be maintained by the Association. Pond 1 shall be maintained equally by the Owner's of Lot's 5 & 7. In the event there is a further sub-division of Lot 7 which results in an additional parcel of land touching Pond 1, Pond 1 shall be maintained equally between the Owner's of Lots or parcels of land touching Pond 1. Pond 2 shall be maintained equally between the Owner's of Lots 2, 3, 4 & 5. All maintenance decisions for the Ponds shall be made by a majority of the



appropriate Pond Lot Owners. No Lot Owner shall permit nor cause any discharge into the Ponds.

(viii) The aspects of this Declaration relating to the Ponds as set forth in this Article VI are not subject to termination as hereinafter set out without the affirmative vote of all of the Pond Lot Owners.

## **ARTICLE VII**

### **Miscellaneous**

1. **ANIMALS.** Horse shall be allowed on Lots 3, 5, 6 and 7. Such Lots shall be referred to as the Horse Lots. Each Horse Lot Owner shall be permitted one (1) horse per pastured acre on a Horse Lot. Stabling of horses is not allowed. No sheep, cows, goats, pigs or fowl will be allowed. No dog kennels will be allowed. All pets must be confined to the Lot of the Owner of such pet.

2. **GRANTEE'S ACCEPTANCE.**

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

B. **SKYRIDGE LAKES HOMEOWNERS ASSOCIATION, INC.** (the "Association"). By accepting a deed to a Lot, as an appurtenance to such Lot, an owner shall become a member of the Skyridge Ponds 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 Articles of Incorporation and By-Laws are attached hereto as Exhibits "C" and "D".

3. **No** hunting will be permitted on the Property

4. **No** obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Property. Without limiting the generality of the foregoing, it is the intent of the Developer and these covenants to restrict the use of the Property and any Lot therein which will detract from a high quality residential estate subdivision. Accordingly, no commercial vehicle or any inoperable motor vehicle shall be allowed on the Property. No Lot shall be used as a dumping ground for rubbish, trash, garbage or other waste and such shall not be kept except in sanitary containers. Each Lot shall be maintained in a neat and orderly fashion. No large satellite, microwave dishes or television or radio antennas shall be placed on any Lot unless approved in writing by the ARC. No Lot shall be cultivated for crops of any sort, except for gardens of reasonable size, which is to be located in the rear of the Dwelling.

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

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

7. **During** all construction, all vehicles, including those delivering supplies, must enter the building Lot 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 Lot Owner at a reasonable charge for such services, which charge shall constitute a lien upon such Lot enforceable by appropriate proceedings at law or equity. During construction, all Builders must keep the homes, garages, and building site clean. All building debris, stumps, trees, etc., must be removed from each building Lot by the Builder as often as necessary to keep the house and Lot attractive. Such debris will not be dumped in any area of the Property.

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

9. **NO** Lot, except Lots 6 and 7 maybe furthered subdivided. In the event of future subdivision of Lots 6 or 7, no resulting parcel shall be less than 5 acres. Any resulting parcel(s) shall be encumbered by these covenants and further, in conjunction with such subdivision, the Lot Owner effecting such subdivision shall comply with all governmental laws and regulations with respect to subdivision in Shelby County, Alabama.

10. **INDEMNITY FOR DAMAGES.** Each and every Lot Owner and future Lot Owner, in accepting a deed or contract for any Lot subject to the Declaration, agrees to indemnify the Developer and the Association for any reasonable direct damage (but not consequential damages) caused by such Lot Owner, or the contractor, agent, or employees of such Lot Owner, to the road or any Common Element owned and/or maintained by the Association.

11. **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.

12. **EFFECTS OF VIOLATION ON MORTGAGE LIEN.** No violation of any of this Declaration shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the Property, and Lot therein; provided, however, that any mortgagee in actual possession, or any purchaser at any foreclosure sale shall be bound by and subject to this Declaration as fully as any other Owner of any portion of the Property, any Lot therein.

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

14. **A** 50 foot natural aesthetic buffer zone shall be maintained along the East lot line of Lot 1 by the Owner of Lot 1.

15. **DURATION AND AMENDMENT.** The restrictions contained in this Declaration shall run with and bind the Property and, shall inure to the benefit of and shall be enforceable by Developer, the ARC, and the Owner of any Lot included in the Property, their respective legal representatives, heirs, successors and assigns until the 31<sup>st</sup> 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 Ponds or the maintenance thereof. This Declaration may not be amended in any respect except by the execution of an instrument by 2/3 of the Lot Owners which instrument shall be filed for recording among the Land Records of Shelby County, Alabama, or in such other place of recording as may be appropriated at the time of the execution of such instrument. After December 31, 2015, this Declaration may be



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

16. **ENFORCEMENT.** In the event of a violation or breach of any of these restrictions or any amendments thereto by any Lot Owner, or employee, agent, or lessee of such Lot Owner, the Owner(s) of Lot(s), Developer or the Association, 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 of 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 the proceeding who succeeds in enforcing a restriction or enjoining the violation of a restriction against a Lot Owner shall be awarded a reasonable attorney's fee and costs against such Lot Owner, and shall have the right to place recorded lien on any Lot for purpose of securing the payment of any amounts owing by a Lot Owner under this Declaration and such lien may be enforced in the same manner as foreclosure of a mortgage.

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 same violation or breach or as to such violation or breach occurring prior or subsequent thereto; provided, however, that approval of plans pursuant to Article III shall be binding on any and all parties as a conclusive determination that such plans are in conformity with these restrictions.

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

19. **DEVELOPER MODIFICATION.** The Developer retains the unilateral right to modify these covenants with respect to any Developer Owned Lot. Notwithstanding this right, the Developer shall not be entitled to modify these covenants in a manner so as to decrease the square footage requirements set forth in Article II paragraph 1 of these Covenants.

20. **PROPERTY SOLD AS IS, WHERE IS.** By accepting a Deed or Mortgage to a Lot, such Lot Owner or Mortgagee acknowledges that the Developer has no further responsibility with respect to the Property or any roadways, Ponds or improvements located thereon, it being expressly understood that all Lots and any improvements including the road way and Ponds are sold AS IS/ WHERE IS.

21. **ARBITRATION.** Any controversy or claim between a Lot 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 arbitrators so chosen shall select a third impartial 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 is 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. . .

22. **LENDER.** First Bank of Childersburg has executed these covenants in order to indicate its approval of the matters contained herein and the subordination of the mortgage its holds on the Property to these covenants.

**IN WITNESS WHEREOF**, the undersigned, as the owner of the Property, has caused this Declaration to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 1997.

FIRST BANK OF CHILDERSBURG

By: \_\_\_\_\_

Its: \_\_\_\_\_

*Robert A. Stephens*  
ASST. Vice President

*Anthony Joseph*  
Anthony Joseph

*Carolyn B. Joseph*  
Carolyn Joseph

*Wallace Shoemaker*  
Wallace Shoemaker

*Robert A. Shoemaker*  
Robert A. Shoemaker

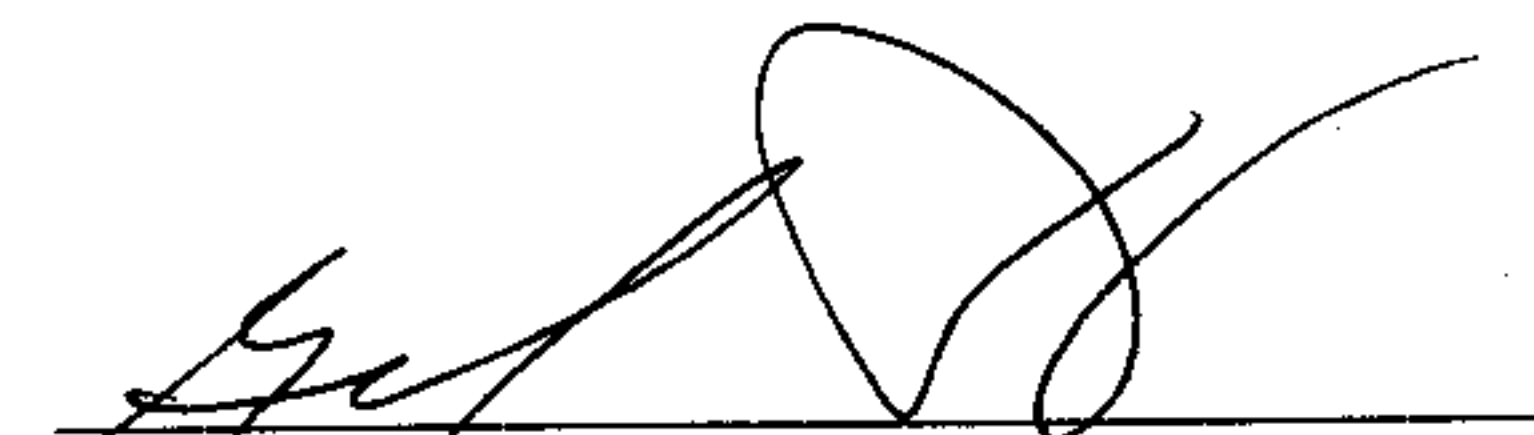
**STATE OF ALABAMA** )

Shelby COUNTY )

I, the undersigned, a Notary Public in and for said County

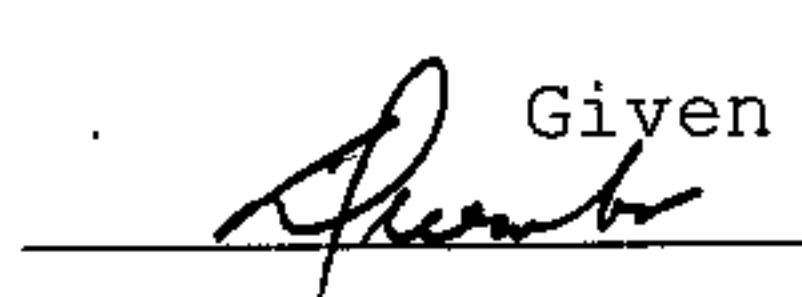
in said State, hereby certify that Robert W. STEPHENS, whose name as Asst. Vice President of First National Bank of Childersburg, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, 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 31 day of DEcember, 1997.

  
Notary Public  
My Commission Expires: 4-12-99

**STATE OF ALABAMA )**  
**SHELBY COUNTY )**

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Anthony Joseph, 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 30 day of December, 1997.

  
Notary Public  
My Commission Expires: 4-12-99

**STATE OF ALABAMA )**  
**SHELBY COUNTY )**

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Carolyn Joseph, 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 30 day of  
December, 1997.

  
Notary Public My Commission Expires  
My Commission Expires ~~March 1, 2000~~ 4-12-99

STATE OF ALABAMA )  
SHELBY COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Wallace Shoemaker, 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.

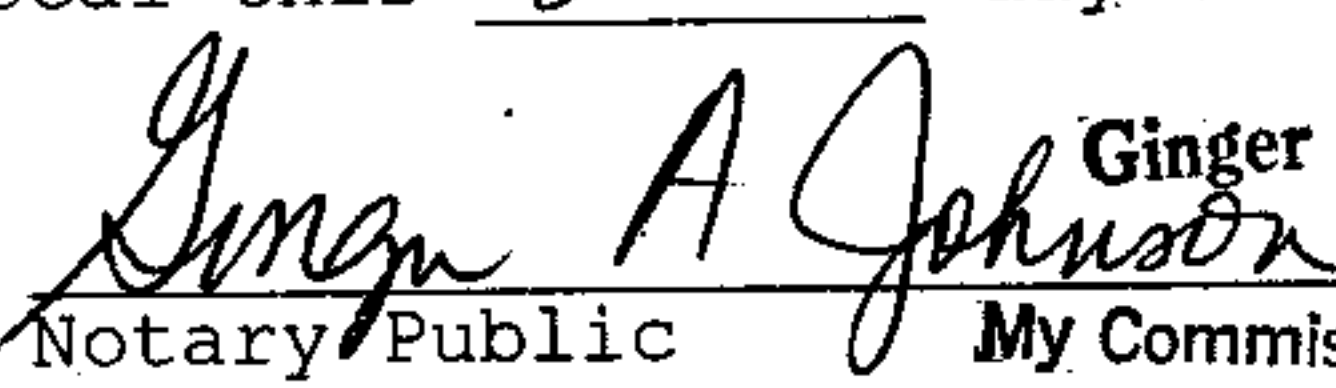
Given under my hand and seal this 29<sup>th</sup> day of  
December, 1997.

  
Ginger A. Johnson  
Notary Public My Commission Expires  
My Commission Expires ~~March 1, 2000~~

STATE OF ALABAMA )  
SHELBY COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Robert A. Shoemaker, 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 29<sup>th</sup> day of  
December, 1997.

  
Ginger A. Johnson  
Notary Public My Commission Expires  
My Commission Expires ~~March 1, 2000~~

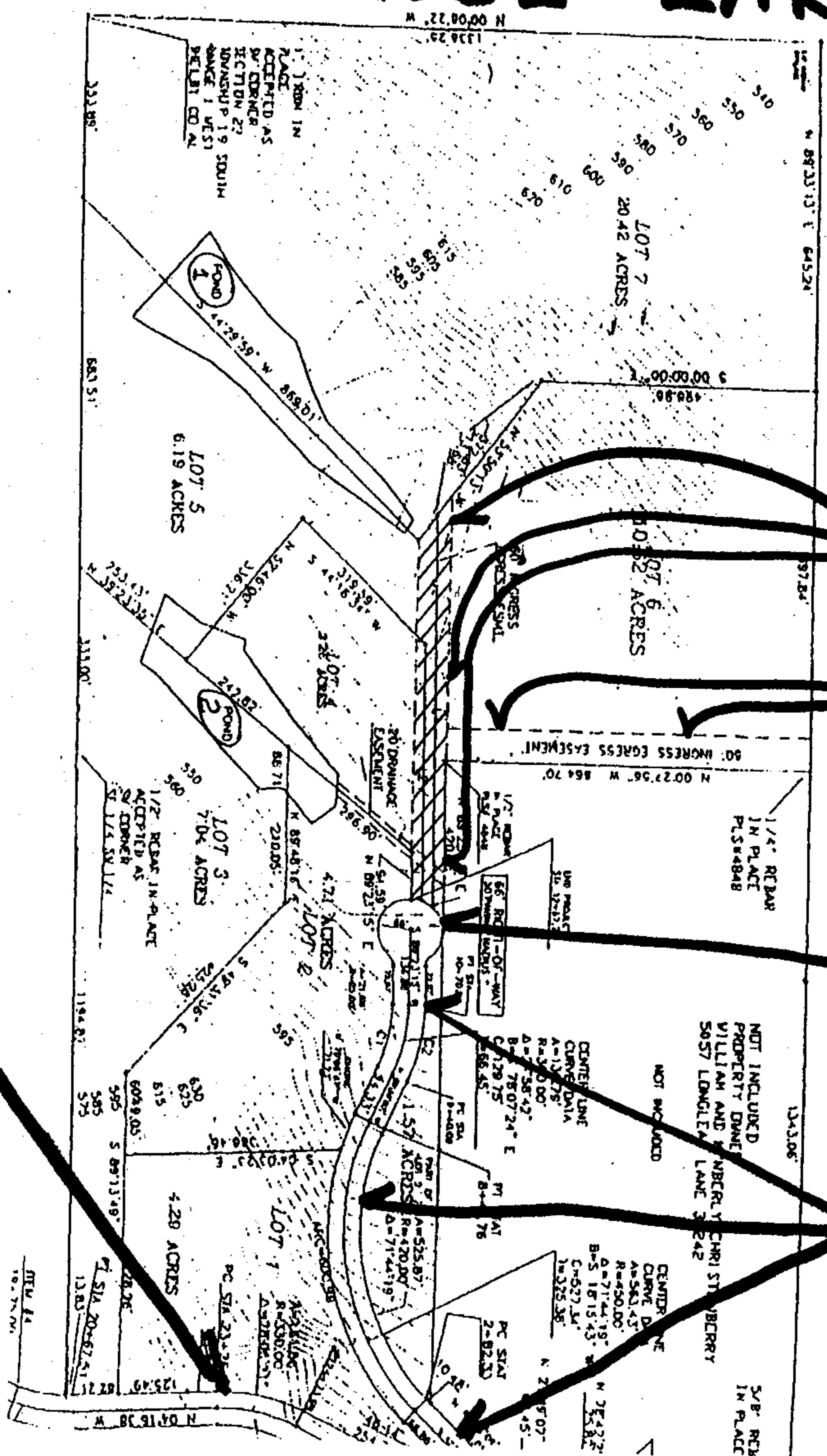
\* TEL: 1-800-4  
 BFCI & AFM;  
 570-440-0000  
 MADISON WI 53705

## FUTURE DEVELOPMENT

CVL-DE-SAC  
(PART OF SKYRIDGE DRIVE)

SKYRIDGE DRIVE

COUNTY ROAD



# EXHIBIT


# B

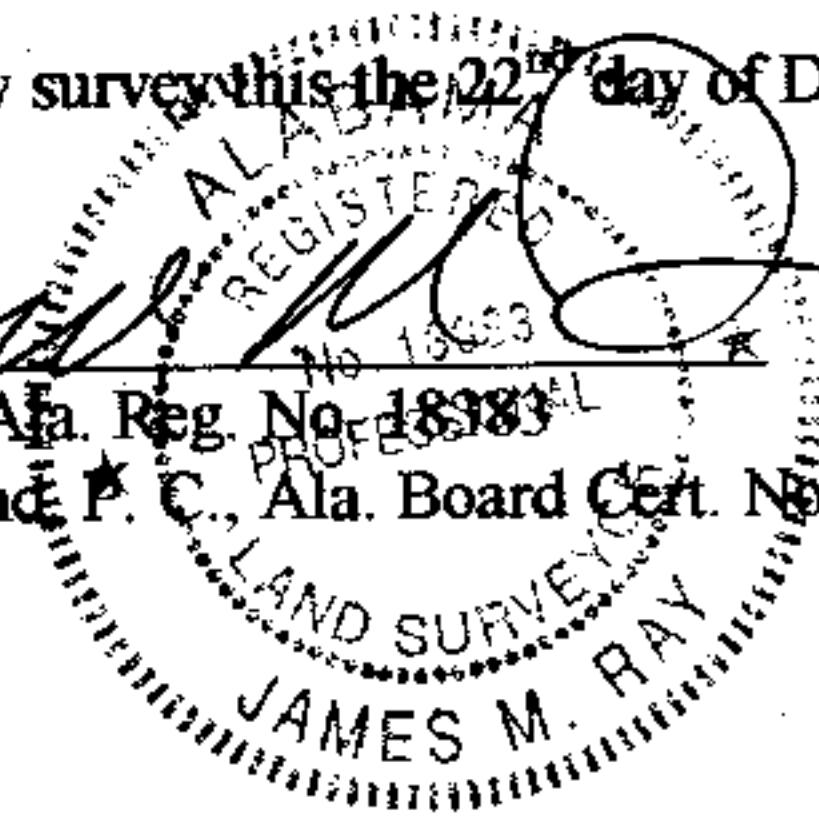
STATE OF ALABAMA  
SHELBY COUNTY

I, James M. Ray, a Registered Land Surveyor in the State of Alabama, hereby certify that all parts of this survey and plat (or drawing) have been completed in accordance with the requirements of the Minimum Technical Standards for the Practice of Land Surveying in the State of Alabama, being more particularly described as follows, to-wit:

A 60 foot roadway being 30 feet in equal width on each side of the following described centerline and being known as Sky Ridge Drive being more particularly described as follows, to-wit: Commence at a 1/4" rebar in place accepted as the Southeast corner of the southeast one-fourth of the Southwest one-fourth of Section 23, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed North 00° 47' 28" West along the East boundary of said quarter-quarter section for a distance of 684.10 feet to its point of intersection with the centerline of Signal Road; thence proceed North 23° 49' 43" East along the centerline of said Signal Road for a distance of 69.36 feet to the point of beginning of said Sky Ridge Drive. From this beginning point proceed North 66° 10' 17" West along the centerline of said Sky Ridge Drive for a distance of 43.23 feet to the P. C. of a concave curve left having a delta angle of 71° 23' and a tangent of 17.96 feet; thence proceed Southwesterly along the curvature of said curve for a distance of 29.17 feet to the P. T. of said curve; thence proceed South 42° 26' 09" West along the centerline of said Sky Ridge Drive for a distance of 171.72 feet to the P. C. of a concave curve right having a delta angle of 71° 44' 19" and a tangent of 325.38 feet; thence proceed Westerly along the curvature of said curve for a distance of 527.34 feet to the P. T. of said curve; thence proceed North 65° 38' 03" West along the centerline of said Sky Ridge Drive for a distance of 94.33 feet to the P. C. of a concave curve left having a delta angle of 24° 58' 42" and a tangent of 66.56 feet; thence proceed Westerly along the centerline of said Sky Ridge Drive for a distance of 129.75 feet to the P. T. of said curve; thence South 89° 23' 15" West along the centerline of said Sky Ridge Drive for a distance of 136.88 feet to center of a cul-de-sac having a 30' radius and being the termination of said Sky Ridge Drive.

According to my survey this the 22<sup>nd</sup> day of December, 1997.

  
James M. Ray, Ala. Reg. No. 18383  
Ray and Gilliland P. C., Ala. Board Cert. No. CA-0114-LS



Inst # 1998-00352

01/06/1998-00352  
04:37 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
023 MEL 63.50