

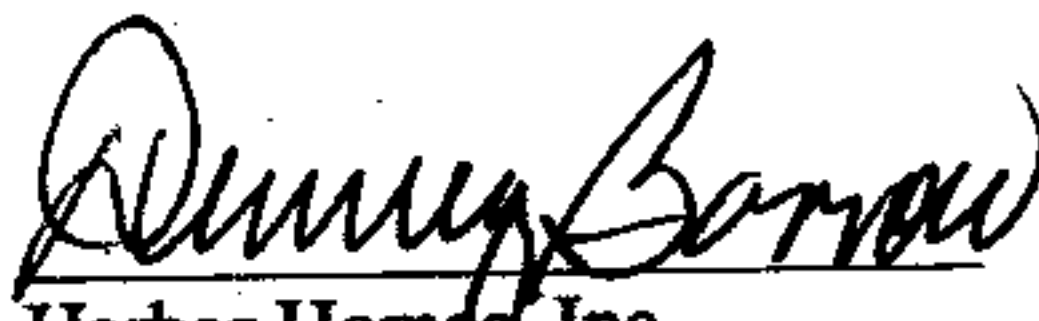
SHELBY COUNTY )  
STATE OF ALABAMA )

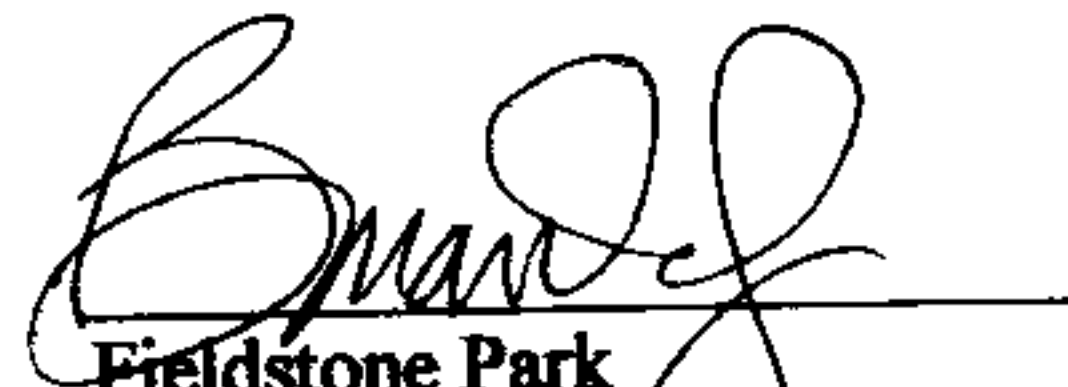
**TRANSFER OF CONTROL OVER THE ARCHITECTURAL CONTROL COMMITTEE**

Comes now Harbar Homes, Inc., (Harbar Homes) and Fieldstone Park Homeowners Association, Inc., (The Association), By and through their duly appointed agents, and execute this **TRANSFER OF CONTROL OVER THE ARCHITECTURAL CONTROL COMMITTEE** for the Fieldstone Park Subdivision, as recorded in Map Book, Page 113, Office of the Judge of Probate of Shelby County, Alabama, and state as follows:

- 1- An Architectural Control Committee for the Fieldstone Park Subdivision was created and recorded in the Office of the Judge of Probate of Shelby County, Alabama, simultaneously with a Declaration of Protective Covenants, by Harbar Homes.
- 2- Since the creation of the Architectural Control Committee, Harbar Homes has had exclusive control over the committee.
- 3- There now exists, with the permission of Harbar Homes, The Association whose by-laws authorize the appointment of an Architectural Control Committee.
- 4- That attached to this transfer of control document is the Architectural Control Committee and Plan Approval consisting of three ( 3 ) typewritten pages that were filed in the Office of the Judge of Probate of Shelby County, Alabama, by Harbar Homes and is the very document which has governed the existence of the Architectural Control Committee since its inception.
- 5- That it is the express desire of Harbar Homes to forever transfer control of the Architectural Control Committee to The Association by its signature on this document; it is the express desire of The Association to forever accept control of the Architectural Control Committee from Harbar Homes by its signature on this document.

Signed this the 2 day of Feb., 1999.

  
Harbar Homes, Inc.

  
Fieldstone Park  
Homeowner's Assoc., Inc.

02/09/1999-05458  
09:20 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
005 CRH 18.50

Inst # 1999-05458

**AFFIDAVIT**

Comes now before me Harbar Homes, Inc., and Fieldstone Park Homeowner's Association, Inc., by and through their authorized agents and having been duly sworn and being known to me, do state that they are knowledgeable of the contents of this document and that it accurately reflects the intentions of both parties, do affix their signature to this document on this the 2<sup>nd</sup> day of February, 1999.

Sworn and subscribed before me on this the 2<sup>nd</sup> day of February, 1998.

Alesia H. Rarb  
NOTARY PUBLIC

My Commission expires : 3/19/00

## ARCHITECTURAL CONTROL COMMITTEE AND PLAN APPROVAL

A. The Architectural Control Committee (the "Committee") shall be composed of three individuals designated from time to time by the Fieldstone Park Homeowners Association (the "Association")

B. All plans for any structure or improvement whatsoever to be erected on or moved upon or to any lot, the exterior construction material, the roofs, and any later changes or additions to the exterior of the building on any lot after initial approval thereof shall be subject to and shall require the approval in writing of the Committee before any work is commenced. Construction may not be started before receipt of a Letter of Approval from the Committee, a copy of which must be signed by a quorum of the members of the Association Board, and returned to the Committee for retention, see, however, Section E.

C. Any remodeling, reconstruction, alterations or additions to the interior of any existing residence shall not require the written approval of the Committee, but shall comply with all restrictions and covenants.

D. The plans submitted to the Committee shall be retained by the Committee. Said plans should be delivered by mail to Fieldstone Park Architectural Control Committee, PO Box 503, Helena, AL 35080, at least ten (10) business days prior to the beginning of construction. All plans must include the following:

1. An accurately drawn and dimensional plot plan showing all building setbacks, easements, drives, and walks.

2. Foundation plan, floor plan, exterior elevations of buildings above finished grade as they will actually appear after all back filling and landscaping is complete. (The back-filling sketch may be drawn by a builder.)

3. Only upon the submission of all reasonably requested plans in the manner set forth above shall the Committee be deemed to have received the plans for the purpose of Section E hereof.

E. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove submitted plans and specifications which have been submitted to it, within ten (10) business days after receipt of the same, then such plans and specifications shall be deemed to have been approved by the Committee and the related covenants herein shall be deemed to have been fully complied with.

F. With respect to the enforcement of these restrictions and covenants as to a particular lot the purpose is to protect the value of the other lots in the Subdivision and not to ensure the owner of a particular lot that the structure and other improvements made to such



owner's lot (either before or while he owns such lot) comply with these restrictions and covenants or that such structure or other improvements are free of defects and are properly located on the lot. Neither the Committee nor any architect or agent thereof nor the Association shall be responsible to check for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for the subsurface conditions where the structure is to located, nor for any structural or other defects in any work done according to such plans and specifications. It is specifically understood and agreed that any approval given by the Committee as provided herein shall not be deemed any warranty, either expressed or implied, or approval by the Committee of the structural integrity or soundness or any other aspect of any structure to be erected upon any lot in the Subdivision.

G. New construction on any existing lot shall be subject to the approval of Harbar Homes. The Architectural Control Committee governed by Fieldstone Park Homeowners Association shall have no control until said construction is complete.

The Association reserves for itself, its successors and assigns the right to use, dedicate and/or convey to the State of Alabama, to Shelby County, and/or to the appropriate utility company or companies, rights-of-way or easements on, over, across or under the ground to erect, maintain and use utilities, electric and telephone poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities, on , in and over strips of land ten (10) feet in width along the rear property line of each lot, and five (5) feet I width along each side line of each lot.

Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement, and in the event any one or more of said covenants or restrictions shall for any reason, be held to be invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.

The covenants and restrictions set forth herein are made for the mutual and reciprocal benefit of each lot within the herein described Subdivision and are intended to create: (i) mutual, equitable servitude's upon each lot with such Subdivision; (ii) reciprocal rights between and among the respective owners and future owners of each lot within such Subdivision; and (iii) a privity of contract and estate between the grantees of any and all lots within such Subdivision, their respective heirs, executors, administrators, successors and assigns.

The park shown on the Subdivision plat shall be a private park for the use and enjoyment of residents in Fieldstone Park Subdivision and shall not be operated or maintained by the City of Helena. All lot owners in said subdivision shall automatically become members of an Association of Homeowners in Fieldstone Park.

All lot owners in said subdivision shall pay an annual charge for the maintenance and upkeep of the park with said charge to be determined by Fieldstone Park Homeowners Association as long as it retains ownership of the park.

The charge for maintenance and upkeep of the park shall be \$100.00 per year, per lot payable on July 1<sup>st</sup> of each year and prorated accordingly if a lot owner acquires title to his or her lot after July 1<sup>st</sup> of the year.

All lot owners agree to comply with all rules and regulations governing the use of the park, which said rules and regulations shall be adopted by Fieldstone Park Homeowners Association.

Fieldstone Park Homeowners Association

  
President

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Brian Hayes whose name as President of Fieldstone Park Homeowners Association, Inc., a Corporation, is signed to the foregoing document, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the document, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 2<sup>nd</sup> day of February 1999.

  
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.  
MY COMMISSION EXPIRES: Mar. 19, 2000.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

Inst # 1999-05458

02/09/1999-05458  
09:20 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
005 CCM 18.50