04/20/1999-16693
11:00 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
010 MMS 31.00

STATE OF ALABAMA)

SHELBY COUNTY)

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, the undersigned, Bear Creek Ridge L.L.C., an Alabama Limited Liability Company ("Declarant"), is the owner of **Bear Creek Ridge, Sector II**, as recorded in **Map Book 25, Page 80**, in the Office of the Judge of Probate of Shelby County, Alabama (the "Property" or the "Lots"); further described as:

Lot(s) 20, 21, 22, 23, 24, 25, 26, 27, 28, and 29 of Bear Creek Ridge Sector II, recorded in the office of the Judge of Probate, Shelby County, Alabama; and

WHEREAS, the Declarant desires to subject each of the aforementioned Lot(s) to the conditions, limitations and restrictions hereinafter set forth.

NOW, THEREFORE, the Declarant does hereby expressly adopt the following Protective Covenants, conditions and limitations for **Lot(s) 20, 21, 22, 23, 24, 25, 26, 27, 28, and 29 of Bear Creek Ridge Sector II, only**, of the aforementioned said subdivision, to-wit:

That each of the aforementioned Lot(s) located in said subdivision shall be and the same are hereby subject to the following conditions, limitations and restrictions, which shall run with the land.

I. Exclusive Residential Use and Improvements.

A. **Residential Use.** All of the aforementioned Lots shall be known and described as residential Lots and shall be used for residential purposes (see clauses "I" and "Q" below for description of the only exemptions to this restricted use). One structure per Lot with the only exceptions being a guest house, detached garage, and/or workshop, containing no more than one-half (½) of the amount of heated living area of the main residence or twelve hundred and fifty (1250) square feet, whichever is the lesser of the two (2). All building setback limitations mentioned throughout these Protective Covenants shall be applicable to any and/or all structures and/or improvements built on any of the aforementioned Lots. (*All plans and/or improvements must be approved by* Declarant *or Architectural Control Committee prior to beginning any work.*)

B. **Structure and/or Improvements Height Restrictions.** No structure shall be erected, altered, placed or permitted to remain on any residential building Lot other than detached residential family dwellings (not to exceed two (2) stories, and is no more than a maximum of thirty-five feet (35') in height), and a guest house, detached private garage, and other outbuildings incidental to and necessary for property residential use of the Lot. Any and/or all structures must follow size restrictions stated in clause "A" above.

C. **Building Setbacks.** No building shall be located on any Lot nearer to the front Lot line than forty feet (40') on any lot. No building shall be located nearer to any side street line than thirty-five feet (35') for any Lot. No improvement(s) on any Lot shall be located nearer than thirteen feet (15') to any interior side property line. No building shall be located on any Lot nearer than thirty feet (30') to any interior rear Lot line(s) or fifteen feet (15') to any exterior rear Lot line(s). Lot(s) 24, 25, 26, 27, 28, and 29 shall have a minimum setback of no less than forty-five feet (45') from any rear Lot line. Lot 20 shall have a minimum setback of no less than thirty feet (35') from all Lot lines. For the purpose of these Protective Covenants eaves,

steps, and open decks or terraces shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of a building, on a Lot, to encroach upon another Lot and eaves, steps, and open decks or terraces shall under no circumstances be nearer than ten feet (10') to any Lot line. Driveways may be nearer ten feet (10') to any property line, but only when written approval has been obtained from Architectural Control Committee. **The Architectural Control Committee must approve all house plans, improvements, and location of the placement of any residence and its related structures, prior to beginning any construction.**

D. **Minimum Building Size Requirements.** Each main structure of a residential building, *exclusive of open porches, decks, garages and basements* shall meet the following size restrictions: All residential dwellings shall contain not less than one thousand and eight hundred (1800) square feet for a one level home, one thousand and nine hundred (1900) square feet for a one and a half story home, and two thousand (2000) square feet for a two story home of finished and heated living area.

E. **One Family Per Home.** No more than one single-family unit shall occupy any dwelling house. The only exception to this shall be parents of the Lot Owner(s) and/or children of Lot Owner(s), their spouses and children and only so long as none of these extended single-family units cause any Lot Owner(s) within this subdivision loss of full enjoyment of their Lot(s). Should the existence of more than one single-family unit create any problems for any other Lot Owner(s) within this subdivision then Declarant, its heirs, and/or assigns, at their sole discretion, retain the right to require that any and/or all Lot Owner(s), and all Lot Owner(s) hereby agree, comply with the aforementioned requirement of one single-family unit occupying per dwelling, within thirty (30) days of being given such notice. Should Lot Owner(s) not comply within thirty (30) days of being given such notice, then Declarant, its heirs, and/or assigns, at their sole discretion, shall have the right to collect one thousand dollars ($1,000.00) per month from said Lot Owner(s) until such time as Lot Owner(s) fully comply with the one single-family unit per dwelling requirement.

F. **No Further Subdividing.** No Lot shall be further subdivided without Architectural Control Committee approval.

G. **Architectural Control Committee Must Approve Plans.** All buildings constructed within this subdivision shall be approved by Architectural Control Committee prior to beginning any construction. The approval by Architectural Control Committee of any particular building materials shall be on a case-by-case bases. Approval for the construction of any building or a portion thereof, any improvement(s), building design, or the use of any particular material(s), shall in no way be deemed acceptance, that this type of construction, material, and/or design will be allowed on any other home or building within this Subdivision.

H. **Fences.** Fences shall be permitted on property lines (within setback areas) provided that Architectural Control Committee gives written consent, prior to beginning construction, for the style and color of fence to be built. All fences facing a front lot line or parallel to any street must be constructed of wood, concrete block with brick or stone veneer, or other similar in quality materials with quality look (quality and look must be approved by Architectural Control Committee) with color and/or style to be approved by Architectural Control Committee or Declarant, its' heirs, and/or assigns. Chain-link fence is permitted along side property line(s), so long as side property line is not parallel to and adjoining any street right-of-way, and back or rear property line(s) so long as all fencing and post(s) are vinyl coated either black or dark green (Architectural Control Committee must approve color).

I. **Exemptions from Residential Use of Lot(s):** 1.) As permitted according to Article/Clause "P" below. 2.) Business use of a residence is limited to one room of a home and only if there is minimal visitation (as determined at the sole discretion of the Architectural Control Committee) by customers as a part of operating the business from the home. 3.) Lot Owner(s) may rent their Lot(s) or residences so long as this activity does not adversely affect the adjoining neighbors or neighborhood. (*Using any of the restricted Lot(s) described within the beginning of these Protective Covenants for either of these purposes, shall only be allowed so long as the*

activities are not detrimental to the enjoyment of privacy and quietness - of adjacent Lot Owner(s), and/or the Declarant - that would be characteristic of a typical strictly owner occupied single-family residence(s) neighborhood). The sole purpose of these exclusions for limited business and rental purposes is for allowing Lot Owner(s) the privilege of various uses of their respective Lot(s) so long as these activities do not adversely affect or interfere with Declarant, its heirs, and/or assigns, or any other Lot Owner(s) whose Lot(s) are mentioned within these Protective Covenants, but yet allows businesses activities which are mainly low keyed and are non-obtrusive as to the peace and quiet of the neighborhood.

J. **Exterior Construction.** The front and sides of all homes must have a brick veneer, stone, or other material approved by Architectural Control Committee.

K. **Mailbox Requirements.** All mailboxes shall be constructed of brick, stone, or ornamental iron. in a color and of a design as prescribed and/or approved by Architectural Control Committee, prior to its construction.

L. **Outside Lights.** Mercury vapor lights and/or other outside lights other than those attached to the residential structure shall be permitted only with the prior written consent of the Declarant and/or the Architectural Control Committee.

M. **Driveways.** All driveways shall be constructed with either concrete or asphalt unless written consent is obtained from the Declarant, its heirs, and/or assigns.

N. **Yards.** All yards in front of homes are to be sodded. Seeding or sprigging, or a combination, will be permitted on the side(s) (except corner lots - side yards which adjoin a paved road must be sodded) and rear of houses. Total area to be sodded must be indicated on plans submitted to and approved by the Architectural Control Committee prior to beginning any construction. Required sodding must be completed prior to occupancy of any home.

O. **No Radio Towers and/or Satellite Antennas.** No radio towers will be permitted. No satellite dish antennas larger than eighteen (18") inches in diameter will be permitted, and those satellite antennas eighteen (18") inches or smaller in diameter will only be permitted in areas other than the front of any residence which is not a nuisance or eyesore to any adjoining homes.

P. **Lot Owner(s) shall be responsible for Builder's Acts.** During any and/or all construction on any Lot(s), Lot Owner(s) shall be responsible for keeping the home, home site, and garages clean. All building debris, stumps, trees, etc. must be removed to keep the houses and Lot(s) attractive. Owners of the Lots shall be financially responsible to clean and/or restore any areas on which their builders dump debris, trash, stumps, etc. This shall include, but not be limited to, immediately cleaning up any building materials, dirt, silt, gravel, etc. which wash onto or collect upon any streets, curbs, and/or gutters. All vehicles, including those delivering supplies shall be required to use the driveway for that Lot when entering any Lot. Lot Owner shall be responsible for any damage to street(s) or any street related improvements including, but not limited to, pavement, street light(s), street signs, entrance sign(s) or attachments thereto and/or curb(s) and gutter(s). Should any damage to any of the aforementioned not be repaired by Lot Owner within ten (10) days of receiving written notice from Declarant, Architectural Control Committee, or the Homeowners Association then a lien shall be filed against that Lot(s), enforceable by an appropriate proceeding at law or equity.

Q. **Onsite Sales and/or Office Center.** Declarant, its heirs, and/or their assigns, shall be permitted to construct and maintain, temporary and/or permanent structures and related facilities designed and used as a sales center or other office(s) and related activities upon any Lot(s) described herein and/or upon any adjoining land and improvements thereon owned by the Declarant, its heirs, successors, and/or their assigns with ingress and egress through Bear Creek Ridge subdivision. No Lot(s) transferred by Declarant, its heirs, and/or successors shall allow for such uses unless the Deed to any such Lot(s) specifically states "For Use as an Office".

R. **No Above Ground Utilities.** In order to aesthetically enhance the subdivision, there shall be no above ground wires, conduit, pipes, cable, etc. to any residence, or improvement(s), on any lot. All utilities servicing any residence, or improvements, on any lot are to be buried underground.

II. General Requirements.

A. **Condition of Property.** It shall be the responsibility of each Lot Owner to prevent the development or occurrence of any unclean, unsightly or unkept conditions of buildings or grounds on such lot which shall tend to decrease the beauty of the specific area or of the neighborhood as a whole.

B. **Site Cleanup.** No refuse pile or unsightly objects shall be allowed to be placed or suffered to remain upon any part of any lot(s), including vacant lot(s). The Declarant reserves the right (after ten (10) days notice to the Owner(s)) to enter any residential lot during normal working hours for the purpose of removing, cleaning or cutting underbrush, or other unsightly growth and trash which, in the sole opinion of the Declarant, detracts from the overall beauty and safety of the subdivision and may charge the Lot Owner(s) of said lot a reasonable cost for such services, which charge shall constitute a lien upon such lot enforceable by appropriate proceedings at law or equity. This provision shall not apply to the Declarant or their assigns during the sales and development period, such sales period to extend until the last lot is sold by the Declarant. The provisions of this paragraph shall not be construed as an obligation on the part of Declarant to remove, clean or cut underbrush, or the unsightly growth and/or provide refuse or trash removal services.

C. **Animals and Pets.** No animals, livestock, or poultry of any kind shall be raised, bred or kept for commercial purposes on any lot. Dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes. No animal(s), including but not limited to dogs, cats or other household pets, shall be permitted to be kept on any premises by any Lot Owner or occupant of any residence, if such animal is deemed to be a nuisance or threat to the safety of others. This includes, but is not limited to, pit bull(s), or other dogs etc. which are more prone to such behavior. Architectural Control Committee or the Homeowners Association shall have the sole discretion to determine if any animal is a nuisance or threat as described in this paragraph.

D. **No Nuisance Activities Allowed.** No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

E. **Location of Refuse.** No trash, garbage or other refuse shall be dumped, stored or accumulated on any lot. Trash, garbage or other waste shall not be kept on any lot except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be placed so as to be screened by shrubbery or other appropriate material approved in writing by the Declarant, its heirs, and/or assigns. No garbage, trash, or other waste (or containers holding any such items), shall be visible from any road within sight distance of another lot at any time except within twenty-four (24) hours of refuse collection.

F. **No Temporary Living Quarters.** No structure of a temporary character, or trailer, basement, tent or shack shall be used at any time as a residence, either temporarily or permanently. There shall be no occupancy of any dwelling until the interior and exterior of the dwelling is complete and a certificate of completion is issued by proper Shelby County officials, or other satisfactory evidence of completion is received by and approved by the proper Shelby County officials.

G. **Sign Size Limitations.** No sign of any kind shall be displayed to the public view on any Lot(s) except one professional sign of not more than six (6) square feet.

Declarant, its' heirs, and/or assigns shall be exempt from these sign limitations during the sales period of any Lot(s) and/or the Property. All signs shall comply with design specifications of the Architectural Control Committee (see below for Architectural Control Committee description). No signs shall be nailed to trees. This provision shall not apply to the Declarant, its heirs, and/or assigns.

H. **Construction Completion in a Timely Manner.** When the construction of any residence is once begun, work thereon is to be pursued diligently and continuously and must be completed within twelve (12) months. Any construction not completed within twelve (12) months, from the date of breaking ground on construction, shall be in violation of these Protective Covenants and thus the Lot Owner(s) shall be required to pay non-refundable punitive damages to Declarant, its heirs, assigns, and/or successor(s) the sum of five hundred dollars ($500.00) per month, not to exceed thirty-five thousand dollars ($35,000.00) as total compensation. Any and/or all punitive damages amount(s) paid by Lot Owner(s) will in no way relieve Lot Owner(s) from being obligated or required to complete construction, immediately. For construction to be considered complete, a certificate of completion with the right to occupy is required from proper County building inspector(s).

I. **Carports and Garage** doors will not be permitted on the front of homes except under unusual situations which shall be determined at the sole and exclusive judgement of the Architectural Control Committee. In the event the Architectural Control Committee gives such approval, approval must be in writing prior to beginning any construction and the Committee may require Lot Owner(s) to use certain specific construction materials, at the sole discretion of the Committee, to maintain the quality of the neighborhood as deemed necessary by the Committee..

J. **Air-conditioners location.** Outside air conditioning units may not be located in the front yard, only on the side or rear as required.

K. **Plumbing Vents Location.** No plumbing vent or heating vent shall be placed on the front of house, only on the side or rear as required.

L. **Motor Homes, Boats, Etc. Restrictions.** No motor vehicles, man-made object(s), or offensive object(s) (as determined by Declarant, its heirs, and/or its assigns, at Declarant's, its heirs', and/or its assigns' sole discretion) shall be allowed to be kept or stored within any of the aforementioned setback areas along any of the property lines or within visibility of an adjacent residence or from any street. The aforementioned items in the previous sentence include, but are not limited to: motor homes, boats, butler (metal or corrugated metal) buildings, building materials, satellite dish(s), propane or any other type storage tanks, and non-working vehicles of any type. Any and all of these must be no closer to any interior property line, or front property line, than thirty feet (30') and must be completely screened off from view of any adjoining Lot Owner(s) by way of perennial evergreen shrubs, bushes, trees or building materials of size, quality, and quantity acceptable to the sole discretion of the Architectural Control Committee and/or the Declarant, its heirs, and/or assigns. Any Lot Owner(s) in violation of this Clause (Clause "L") shall pay a penalty of $100.00 per month to Declarant, its' heirs, and/or assigns until Clause "L" is fully complied with.

M. **Storm Drainage Control.** No Lot Owner(s) shall modify or otherwise alter any existing drainage in any manner, and specifically shall not alter or cause drainage to divert the flow of water onto an adjacent lot or lot(s). (Declarant, its heirs, and/or assigns retain the right, but shall not be required, to enter any of the aforementioned lots for the purpose of adding to and/or modifying the existing drainage areas or patterns as Declarant, its' heirs, and/or assigns deem(s) is necessary - at their sole discretion -to improve runoff water and/or to direct water under additional roads or with regards to developing future lots.) It shall be the sole responsibility of the Lot Owner(s), their heirs, and/or successor(s) to provide and maintain adequate drainage away from any building site(s). *Each Lot Owner(s) hereby agree(s) that upon purchasing any lot(s) in Bear Creek Ridge Subdivision, they accept any and/or all lot(s) drainage, (including but not limited to design, run-off patterns, condition, characteristics, and*

all other related surface and/or subsurface drainage concerns) as Declarant has prepared it in its "as is" condition and thus release and agree to hold harmless Declarant, its heirs, assigns, and/or successor(s) from any defect(s) or future responsibilities whatsoever concerning any of the aforementioned.

N. **Intersection Site Control.** No tree, fence, wall, hedge, shrub, or planting which obstructs lines of view at elevations between two (2') feet and six (6') feet above the roadways shall be placed or permitted to remain on any corner Lot(s). Trees shall be permitted to remain provided the foliage line id kept trimmed so as to prevent obstruction of such lines of sight.

O. **Metal Finish Doors and Windows.** No silver finish metal doors or windows of any kind will be permitted. However, factory painted or anodized finish in natural earth tones may be used.

P. **Preservation of Trees.** No tree(s) in the front of any home on any Lot(s), which are ten (10") inches in diameter or larger in size as measured one (1') foot above the natural ground elevation, shall be allowed to be cut, intentionally damaged due to excavation work around root system (within drip line of tree canopy), or otherwise damaged, without prior approval from Declarant or the Architectural Control Committee. A fine and/or punitive damages of $1,500.00 per tree shall be paid to Declarant, by said Lot Owner should any Lot Owner or a representative of any Lot Owner violate this clause. Determination of intentional damage shall be at Declarant's and/or the Architectural Control Committee's sole discretion. Lot Owner(s) waive all claims, rights, and interests against Declarant, Architectural Control Committee, their associates, members, and/or representatives and hold them harmless in the event any tree(s) required to remain on any Lot, by these Protective Covenants, in any way, shape, or form causes or contributes to damage to Lot Owner(s) or its' heirs, or any of their property (real or personal). Lot Owner(s) understand that the trees required to remain on said Lot(s) are for enhancing the aesthetics, and thus property values, of the neighborhood and agree to accept full responsibility for any resulting damage caused there from.

Q. **Lot Owners Fee:** Every Lot Owner within Sector II of Bear Creek Ridge must pay a Lot Owners Fee (hereafter known as "LOF") of **seventy-five dollars ($75.00) per quarter**, due and payable on the 5th day of each quarter (January, April, July, and October) for each and every Lot (except Developer, Declarant, its heirs and/or assigns shall be exempt from such payments to the extent that Developer, Declarant, its heirs and/or assigns shall pay a maximum of fifty ($50) per Lot per year) in Sector II. LOF shall be paid to an interest bearing account setup by Declarant, its heirs, and/or assigns (which shall be established on or before January 1, 2000 at 5 P.M. CST). Purpose of said LOF shall include, but not be limited to, installation and/or maintenance of common amenities within Bear Creek Ridge - the entrance to Bear Creek Ridge subdivision including, but not limited to, sign(s), any subdivision entrance gate(s) or attachments thereto, plantings, electrical, water lines or water usage expenses, paying charges due to Alabama Power Company and any of its' successors for electrical service and/or maintenance of street lights and/or street signs (and maintenance or repairs to all streets and improvements associated with the streets until such time as Shelby County Highway Department officially takes over and begins to maintain Bear Creek Ridge Original Sector and Sector II roads) within all sectors of Bear Creek Ridge subdivision. The LOF shall remain in full force and affect (as well as the $75.00 per quarter), even in the event the streets within Bear Creek Ridge subdivision are dedicated to a county or city government, unless the required number of Lot Owners as required in these Protective Covenants vote to reduce this sum. Under no circumstances shall any vote reduce or stop the aforementioned maintenance fee from being required until any and or all outstanding contracts including, but not limited to: 1) Alabama Power Company for street light(s) (currently approximately $50 per month and in effect until December 31, 2003), 2) any water authority, 3) any landscape contractors, etc. have completely expired or been mutually agreed upon to be terminated by the Developer, Declarant, its heirs and/or its assigns and the respective company. LOF shall constitute a lien upon the Lot, enforceable by an appropriate proceeding at law or equity and subject to punitive damages, fees, and interest charges if not paid in full within one week of 5th day of each quarter. *Developer, Declarant, its heirs and/or its assigns shall have the right at its sole discretion to use any or all monies paid into the LOF account for any of the above stated purposes or uses.*

[*Interior lot lines* referred to in the above Protective Covenants are those property lines which adjoin any other lot(s) within Bear Creek Ridge Subdivision. *Exterior and/or rear lot lines* are any other property lines which do not front on either Autumn View Drive or Spring Street in Bear Creek Ridge Subdivision. When used throughout this instrument, the word lot refers to one (1) lot and the use of the word lot(s) refers to one (1) and/or more than one (1) lot. *Front lot line* refers to any lot line which faces either Autumn View Drive or Spring Street in Bear Creek Ridge Subdivision.]

THERE SHALL BE A FEE OF TWENTY-FIVE DOLLARS ($25.00) PER DIEM, PER VIOLATION, WHERE NO SPECIFIC FEES HAVE BEEN SET AS PENALTIES FOR VIOLATIONS OF ANY OF THE AFOREMENTIONED PROTECTIVE COVENANTS. THIS FEE SHALL BE PAID TO DECLARANT, ITS HEIRS, AND/OR ASSIGNS UNTIL SUCH TIME AS LOT OWNER(S) ARE NO LONGER IN VIOLATION. ANY COURT COSTS AND/OR ATTORNEY FEES TO CAUSE COMPLIANCE, ARE IN ADDITION TO THIS PENALTY FEE AND SHALL BE PAID BY ANY LOT OWNER(S) WHO ARE FOUND TO BE IN VIOLATION OF ANY OF THESE PROTECTIVE COVENANTS.

III. Architectural Control Committee and Plan Approval

A. The Architectural Control Committee (the "Committee") is composed of James R. Gardner, as Managing Member of Bear Creek Ridge L.L.C. Current Committee member(s) reserve the right to designate a successor(s) at anytime. Neither the member(s) of the Committee, nor its designated representative(s), shall be entitled to any compensation for services performed pursuant to this covenant.

B. All plans for any structure or improvement whatsoever to be erected on or moved upon any lot, and the proposed location thereof on any lot or lots, 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 require the approval in writing of the Committee before any work is commenced. Construction may not be started before receipt of a signed Letter of Approval from the Committee, a copy of which must be signed by the Builder. or Lot Owner(s), and returned to the Committee for retention.

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

D. One set of prints of the drawings (herein referred to as "plans"), for each house or other structure proposed to be constructed on each lot shall be submitted for review and approval or disapproval by the Committee. The plans submitted to the Committee shall be retained by the Committee. Said plans should be delivered to, and receipt of delivery obtained, the office of Bear Creek Ridge L.L.C. c/o World Properties Realty Company, 2820 Columbiana Road, Suite 210, Birmingham, AL 35216, at least ten (10) days prior to the beginning of construction. Acknowledgment of delivery of plans to Bear Creek Ridge L.L.C. must be given to Lot Owner(s), upon delivery, by Declarant or office receptionist. An incomplete or partial plans shall not constitute submission of plans. Receipt should be signed and dated. All plans must include the following:

(1) An accurately drawn and dimensional plot plan showing all building set-backs, easements, driveways and walks.

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

(3) All plans must include summary specifications or a list of proposed materials and exterior color selections. Samples of exterior material which cannot be adequately

described on the plans or materials with which the Committee is unfamiliar must be submitted with the plans.

(4) 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 purposes 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(s), fail to approve or disapprove submitted plans and specifications which have been submitted to it, within ten (10) business days after receipt of same, then such plans and specifications shall be deemed to have been approved by the Committee.

F. These provisions shall not be construed to any way relieve any Lot Owner(s) from obtaining a building permit or other authorization to construct a house from Shelby County Building Inspector and all such houses and other structures shall comply with all codes of the Shelby County Building Inspection Department or any other regulatory governmental official(s) which has jurisdiction over such matters.

G. Neither the Committee, nor any architect nor agent thereof, shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications. It is specifically agreed that the scope of review by the Committee shall be limited to exterior appearance (aesthetics) only and shall not include any responsibility or authority to review for structural soundness, compliance with building or zoning codes or standards, or any other similar or dissimilar factors. Neither the Committee nor any member thereof, nor any of its designated representative(s), shall be liable to any Lot Owner(s) for any action taken or omitted to be taken by the Committee or the individual members thereof in the performance of their respective duties hereunder.

H. This Subdivision is located in an area which may include sinkholes and/or subsurface conditions which may result in sinkholes. Approval of the submitted plans by the Committee as herein provided shall not be construed in any respect as a representation or warranty of the Declarant, Grantor, Committee and/or the Declarant to the Lot Owner(s) submitting such plans or successors or assigns of such Lot Owner(s), that the surface and/or subsurface conditions of the lot are suitable for the construction of the improvements contemplated by such plans. It shall be the sole responsibility of the Lot Owner(s) to determine the suitability and adequacy of the surface and/or subsurface conditions of the lot for the construction of any and all structures and other improvements thereon.

I. Neither the Declarant, successor(s), its heirs and/or assigns, nor the Committee and its individual members, nor the Owner/Developer and its partners, agents and employees and the officers, directors, agents, and employees of its partners, shall be liable to any Lot Owner(s), or the successors, assigns, licensees, lessees, employees and agents of the Lot Owner(s), for the loss or damage to the improvements, or structures now or hereafter located upon any lot in the Subdivision, or on account of injuries to any Lot Owner(s), occupant, or other person in or upon the lot, which are caused by, surface and/or subsurface conditions, whether such are known or unknown to the Declarant, its heirs, assigns, and/or successor(s), Owner/Developer, or the Committee. This release of damages shall include, but shall not be limited to, sinkholes, underground mines, and limestone formations, under or on any lot or Subdivision.

J. All Lot Owner(s) must comply with Alabama Department of Environmental Management (ADEM) rules, regulations, and permits prior to, during and after construction. By accepting delivery of a deed to a Lot, the new owner of the Lot assumes responsibility for all drainage and storm run-off from the Lot, as well as responsibility to perform all requirements for silt fencing or protection of adjoining property and property lying below the Lot. Each Lot Owner(s) agrees to indemnify Declarant, its' agents, members, and representatives, from any and all liability, damages, fines, or loss resulting from the failure of the Lot Owner, or

the Lot Owners' representative, strictly to adhere to or comply with ADEM's rules, regulations, and permits. Lot Owner(s) further agree to indemnify and hold the Declarant, its' heirs, members, agents, and representatives harmless for any damage caused by Lot Owner(s) to roads, streets, street lights, gutters, walkways, or any other aspects of public ways, including all surfacing, or to water, drainage or storm sewer lines, or sanitary sewer lines.

Should any Lot Owner(s) become liable, and refuse to pay, for any fee(s), punitive damages, or charges mentioned in these restrictive covenants, then Declarant, its' heirs, and/or assigns shall be entitled to charge and collect an interest charge of eighteen (18%) percent (simple interest on an annual basis) on any outstanding balances owed herein. Interest charges shall accumulate beginning on the first (1st) day after said fee(s), punitive damages, and/or charges are due but not paid.

THE AFOREMENTIONED PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS SHALL RUN WITH THE LAND AND SHALL BE BINDING ON ALL SAID LOT OWNERS, THEIR HEIRS, ASSIGNS AND/OR SUCCESSORS. AFOREMENTIONED PROTECTIVE COVENANTS CAN ONLY BE ALTERED, CHANGED, AND/OR CANCELED BY WRITTEN CONSENT OF AT LEAST SIXTY-FIVE PERCENT (65%) OF ALL BEAR CREEK RIDGE SUBDIVISION LOT OWNERS, WHICH LEGALLY EXIST (AT THE TIME OF THE VOTE) BY WAY OF HAVING BEEN RECORDED IN THE SHELBY COUNTY PROBATE OFFICE. (LOT OWNERS FOR THE PURPOSE OF VOTING RIGHTS THROUGHOUT THIS INSTRUMENT ARE LIMITED TO ONE VOTE PER LOT. MORE THAN ONE OWNER(S) OF THE SAME LOT SHALL BE LIMITED TO ONLY ONE VOTE TOTAL. IN ADDITION, TO THE TEN LOTS (WITH ONE VOTE EACH) CREATED IN THE AFOREMENTIONED SECTOR II, DECLARANT, ITS HEIRS, AND/OR ASSIGNS SHALL HAVE ONE VOTE FOR EACH ACRE ADJOINING ANY PORTION OF ANY SECTOR OF BEAR CREEK RIDGE (DECLARANT CURRENTLY OWNS APPROXIMATELY TWENTY-SIX ACRES - THUS TWENTY-SIX VOTES - ADJOINING BEAR CREEK RIDGE).

The Protective Covenants and restrictions contained herein are for the benefit of all Lot Owner(s) withing Bear Creek Ridge subdivision and Declarant. If any person shall violate or attempt to violate any of these protective covenants and restrictions, it shall be lawful for the Undersigned, or any person or persons owning any Lot in the subdivision to begin prosecute proceedings at law for the recovery of damages against such violators or those persons or companies attempting to violate any these protective covenants or restrictions; or to maintain a proceeding in equity against such violators or those persons or companies attempting to violate any these protective covenants or restrictions, however, that the remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law.

Every one of the restrictions and consents herein are hereby declared to be independent of, and severable from the rest of the restrictions and of each of the other restrictions and from any combination of any other restrictions in and of this instrument. Invalidation by any court of any restriction or combination of any restrictions in this instrument shall in no way affect any of the remaining restrictions of this instrument, which shall remain in full force and effect.

Captions and/or Headings: The captions and/or headings preceding the various clauses, paragraphs, and subparagraphs of this Declaration of Protective Covenants are for the convenience of reference only.

Undersigned, Declarant, its heirs, successors, and/or assigns intent to eventually develop property they own adjoining Bear Creek Ridge. Any and/or all Lot Owners are hereby given notice of such development and any related activities including, but not limited to, burning trash, trees, and debris, possible noise, smoke, water runoff etc., which may temporarily be inconvenient or a problem to some Lot Owners. All Lot Owners, and any entity or individual(s) to which they transfer title, hereby agree to indemnify Undersigned, Declarant, its heirs, and/or assigns from any damages or temporary inconveniences resulting from such activities, and waive all rights related thereto.

Should attorney(s) and/or court cost(s) be necessary to enforce or otherwise cause any Lot

Owner(s) to comply with any of the aforementioned Protective Covenants, then the Lot Owner(s) who is not in compliance with the Protective Covenants shall pay all reasonable court cost(s) and attorney(s) fees, which are accumulated in the effort to cause Lot Owner(s) compliance, and any penalties and/or fee(s) stated within any of these Protective Covenants related to said Lot Owner(s) non-compliance. Any and/or all fee(s), charges, costs, or expense(s) and any related interest charges, which become past due and Lot Owner refuses to immediately pay, mentioned herein shall constitute a lien against upon the Lot, enforceable by an appropriate proceeding at law or equity. Any fees, expenses, penalties, fines, punitive damages, compensation or otherwise paid sums related to these covenants and their enforcement shall in no way be considered an agreement to allow any entity paying such fees etc. from continuing to violate any of these covenants. Anyone violating any of these Protective Covenants shall still be required to come into compliance with these Protective Covenants, no matter how much violator has paid in compensation for violating said Protective Covenants including, but not limited to, cases where a cap on punitive damages is mentioned in these Protective Covenants.

IN WITNESS WHEREOF, Bear Creek Ridge L.L.C., has caused this Declaration of Protective Covenants to be executed this the 15th day of April, 1999.

BEAR CREEK RIDGE L.L.C.
JAMES R. GARDNER
As Managing Member

STATE OF ALABAMA)
:
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that James R. Gardner, 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 partner, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15th day of April, 1999.

Notary Public

[NOTARIAL SEAL] My Commission Expires: 4/21/2000

Inst # 1999-16693

04/20/1999-16693
11:00 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
010 MMS 31.00