

LEGACY PARC

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, Roy L. Martin (the "Owner" and/or "Developer") is the owner and developer of all lots in the Survey of Legacy Parc, as recorded in Map Book 27 Page 9, in the Office of the Judge of Probate, Shelby County, Alabama (hereafter, the "Lots" or the "Property"); and

WHEREAS, Owner wishes to insure uniformity in the development of the Property and to protect the value and desirability of the Property.

NOW, THEREFORE, the Owner declares each and every Lot which comprises the Property to be subject to the following covenants, restrictions, easements, rights and liens (hereinafter referred to collectively as Protective Covenants and Restrictions). These Protective Covenants and Restrictions shall run with the land. They are intended to burden and benefit all those who have or shall acquire an interest in the Property and their successors and assigns. They shall be enforceable by any of them which can show interest.

LAND USE: The Property shall be used exclusively for residential purposes. No structure shall be constructed, altered, placed or permitted to remain on any Lot other than one single-family dwelling not more than two and one-half stories in height (excluding any subterranean basement). No Lot shall be further subdivided. No Lot shall be used in any way, directly or indirectly, for any business, commercial, manufacturing, warehousing or other such nonresidential purpose. Notwithstanding the foregoing, the Developer shall be permitted to construct and maintain a sales center for the marketing of the Lots.

DWELLING SIZE: Each dwelling exclusive of open porches, garages and basements shall meet the following size restrictions: One (1) story houses shall have a minimum of 2000 square feet of heated area; no basement area can be considered finished area. One and one-half (1 ½) story and two (2) story houses shall have a minimum of 2400 square feet for the entire dwelling, not including the basement area.

SET-BACK REQUIREMENTS: Each dwelling shall be constructed and placed on a Lot in conformance with the minimum building set-back requirements set forth in applicable municipal or county ordinances from time to time in effect or as may be indicated on the recorded plat.

PLANS AND SPECIFICATIONS: All plans and specifications must be submitted to the Architectural Control Committee for approval. However, all homes constructed in the subdivision shall have brick on three sides, without exception.

FENCES: All fencing is subject to the approval of the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Once constructed, fencing must be maintained and kept in good repair.

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LANDSCAPING: All yards will be sodded on the front and sides except (1) where there are landscaping shrubs and or bark islands and (2) where any utility easement crosses the front Property line. These areas may be seeded and hayed.

DRIVEWAYS: All driveways must be of concrete finish.

CARPORTS: No open carports shall be allowed except on the rear of the dwelling.

WINDOW A/C UNITS: No window air conditioning units shall be placed in any dwelling.

BOATS, TRAILERS AND OTHER VEHICLES: No automobiles or other vehicles will be stored on any parcel or common area or kept on blocks unless in the basement or garage of a dwelling. Watercraft of any kind, utility trailers, recreational vehicles and travel trailers must either be parked or stored in the basement or garage of a dwelling or within a completely enclosed structure on a parcel, which structure must be approved by the Architectural Control Committee. No tractor trailer trucks, panel vans or other commercial trucks in excess of one (1) ton classification shall be parked or stored on any parcel or common area, except during initial construction of a dwelling. The prohibitions in the section shall not apply to temporary parking of trucks and other commercial vehicles providing commercial services to the parcel or to the efforts and activities of Developer in connection with developing the subject Property.

OUTBUILDINGS: No out-building of any kind, permanent or temporary, including tents, shacks or sheds, shall be permitted on any Lot or common or public area. No garage, trailer, camper, motor home or recreation vehicle shall be used as a residence, either temporarily or permanently.

CERTAIN YARD RESTRICTIONS: The following shall be located or maintained only at the rear of, or behind, a dwelling: wood piles, articles such as children's toys, jungle gyms, trampolines, basketball goals and other outdoor recreational equipment and appurtenances, statues, water fountains, bird baths, flagpoles, bird feeders, wood carvings, plaques, other home crafts or furniture. Barbecue grills and other outdoor cooking equipment and apparatus shall be located only at the rear of a dwelling and should not be visible from any public street. Freestanding playhouses and tree houses must be approved by the Architectural Control Committee. No aboveground swimming pools shall be located on any parcel. No outside clothes lines and other facilities for drying or airing of clothes are permitted. No clothing, rugs or other items shall be hung, placed or allowed to remain on any railing, fence or wall. No rocks, rock walls, fencing or other substance shall be placed on any parcel as a front or side yard border or to prevent vehicles from parking on or pedestrians from walking on any portion of a parcel or to otherwise impede or limit access thereto. Seasonal or holiday decorations (Christmas trees and lights, pumpkins, Thanksgiving decorations etc.) shall be removed promptly from any parcel or dwelling within thirty (30) days following the holiday.

PROMPT COMPLETION OF CONSTRUCTION: Construction of any dwelling or other improvement must be completed within 12 (twelve) months from the date construction commences, and must be prosecuted diligently and continuously. There shall be no occupancy of a dwelling until the dwelling is completed and finally inspected by the appropriate government authority.

NUISANCES: No noxious or offensive activity or activity which is or may become an unreasonable nuisance or annoyance to any Lot owner shall be conducted or permitted in the subdivision. No loud noises or noxious odors shall be emitted or permitted.

SIGNS AND ANTENNAS: No sign, poster, display, billboard or other advertising device of any kind shall be erected or displayed to the public view on any portion of the subdivision, except one sign of not more than 6 square feet advertising a Lot for sale or rent may be placed on the Lot, and signs, regardless of size, used by the Developer to advertise the sale of Lots during the period in which the Developer is constructing and selling homes in the subdivision, may be placed on the Lots. No television or other antenna shall be placed or erected on the exterior of any residence. The only satellite dishes allowed will be no larger than 18" (eighteen inches) in diameter and must not be visible from the front of any dwelling

OIL AND MINING OPERATIONS: No exploration, drilling, development or refining of or for hydrocarbons, or quarrying or mining operation of any kind, shall be conducted or permitted, and no wells, tanks, tunnels, surface mines or underground mines shall be permitted. No derrick or other structure designed for use in boring or drilling for water, oil or natural gas shall be erected, maintained or permitted.

ANIMALS: No animals, livestock or poultry of any kind shall be raised, bred or kept in the subdivision, except the usual and ordinary household pets (e.g. dogs, cats, fish and birds), provided that such ordinary household pets may not be kept, bred or maintained for commercial purposes or in unreasonable numbers

GARBAGE AND DISPOSAL: No portion of the subdivision shall be used or maintained as a dumping ground for wastes, rubbish or garbage. All such refuse stored or kept on any Lot must be placed in sanitary containers and no noxious or foul odor shall be permitted to emanate therefrom.

MAINTENANCE OF LOTS AND IMPROVEMENTS: Each owner shall keep his or her Lot and the structure thereon in good order and repair including, but not limited to, the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of the structure all in a manner and with such frequency as is consistent with good property management. No owner of any Lot shall modify the structure on his or her Lot by adding a room or rooms, changing the roof lines, adding decks, materially changing or altering the color or making alterations in the exterior appearance of the structure without the express written approval of the Architectural Control Committee. Each owner, in acquiring title to his or her respective Lot, acknowledges that the décor, color scheme, and design have been selected in such a manner to be consistent and harmonious with other houses within the subdivision and agrees to maintain his or her respective Lot and structure in such a manner as to maintain and perpetuate the visual harmony within the subdivision.

DAMAGE OR DESTRUCTION: In the event of damage or destruction to any structure within the subdivision, the respective owner thereof agrees as follows:

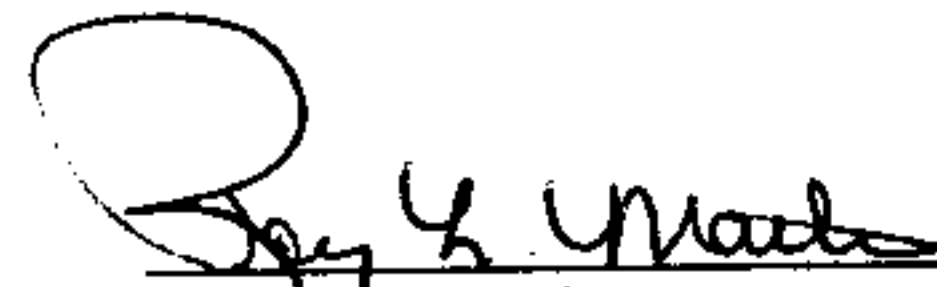
(I) In the event of total destruction, the owner shall within sixty (60) days clear the Lot of debris and commence to rebuild and reconstruct the structure in conformity with the colors, materials, plans, and specifications of the original structure so destroyed, subject to any changes or modifications as many be approved by the Architectural Control Committee.

(II) In the case of partial damage or destruction, the owner shall as promptly as an insurance adjustment may be made, cause the damage or destruction to be repaired and restored in a first class condition in accordance with the plans and specifications of the original structure. In no event shall any damaged structure be left unrepaired and unrestored for in excess of sixty (60) days.

ARCHITECTURAL CONTROL COMMITTEE: Kerry Carter and Annette Durrett shall serve as the Architectural Control Committee and shall serve as such time that the Common Areas have been conveyed to the Legacy Parc Homeowners' Association by Developer.

LEGACY PARC HOMEOWNERS ASSOCIATION: The Legacy Parc Homeowners Association (the "Association"), an organization composed of all of the owners of the Lots, was formed to maintain the common areas and to promote and maintain the property values and quality of life in the subdivision. Upon acceptance of a deed to any Lot, the owner shall automatically become a member of the Association, and as such member, shall be responsible to contribute towards dues and assessments as may be required by the Association.

IN WITNESS WHEREOF, the undersigned Roy L. Martin, has set his hand this 18th day of July, 2000.

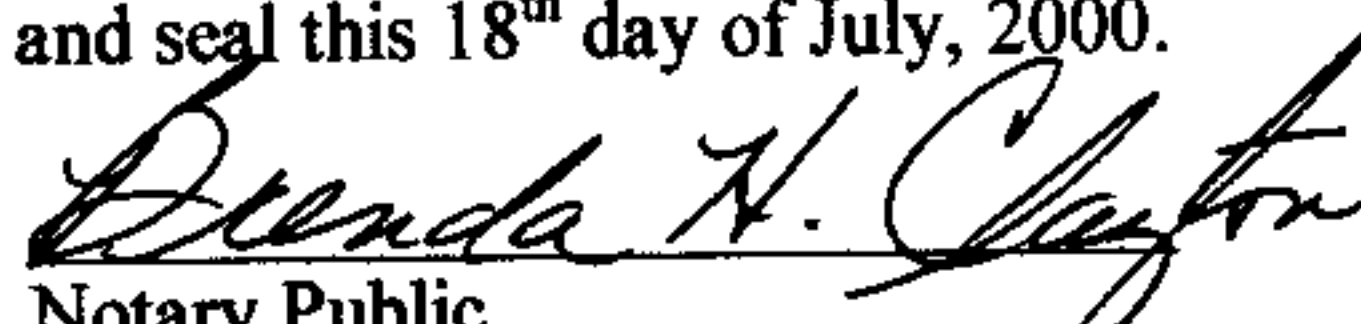


Roy L. Martin

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public, in and for said County and said State, hereby certify that Roy L. Martin, whose name 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 the foregoing instrument signed his name voluntarily on the same bears date.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 18th day of July, 2000.



Notary Public
My commission expires 4-27-2001

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