

STATE OF ALABAMA)

SHELBY COUNTY)

**DECLARATION OF PROTECTIVE COVENANTS FOR
STAGECOACH TRACE
AS RECORDED IN INSTRUMENT NUMBER 1999-04656
ON FEBRUARY 3, 1999**

Amended on September 7, 2001 to Include:

Resurvey of Stagecoach Trace, Sector 2, as Recorded in Map Book 28, Page 105, Probate Office of Shelby County, Alabama.

WHEREAS, the undersigned, LINDSEY DEVELOPMENT COMPANY, L.L.C, an Alabama limited liability company; BILL CLECKLEY CONSTRUCTION & FRAMING COMPANY, INC., an Alabama corporation; and OLD SOUTH BUILDERS, INC., an Alabama corporation (which, together their successors and assigns, are hereinafter collectively referred to as "Declarant") are the owners of that certain real property situated in Shelby County, Alabama, which is more particularly described as Lots 201-228 as shown in Exhibit A attached hereto and incorporated herein by this reference (hereinafter referred to as "Subject Property"). The Subject Property is part of a development planned by Developer known as "Stagecoach Trace".

WHEREAS, the Declarant is desirous of declaring the Subject Property to be a Planned Unit Development under the guidelines of the Federal Housing Authority (hereinafter the "FHA") and the Veterans Administration (hereinafter the "VA") for approved Planned Unit Developments.

WHEREAS, the Declarant desires to subject all of the Subject Property and each Lot located thereon to the easements, covenants, conditions, assessments, limitations and restrictions set forth in the Declaration of Protective Covenants for Stagecoach Trace (First Sector) (hereinafter the "Declaration"), as recorded in Instrument Number 1999-04656, subject to the following amendments to said Declaration. **THE AMENDMENTS TO THE DECLARATION AS SET FORTH HEREIN SHALL APPLY ONLY TO THE SUBJECT PROPERTY DESCRIBED IN EXHIBIT A ATTACHED HERETO AND SHALL NOT EXTEND TO OR BE BINDING UPON ANY OTHER PORTIONS OF THE DEVELOPMENT OR TO ANY OTHER REAL PROPERTY WHICH IS A PART OF THE DEVELOPMENT AND NOT DESCRIBED HEREIN.**

NOW, THEREFORE, Declarant does hereby expressly adopt the covenants and limitations for the Subject Property as set forth in the Declaration and does hereby declare that the Subject Property and each Lot located within the Subject Property shall be and the same are hereby subject to the same easements, covenants, conditions, assessments, limitations and restrictions as set forth therein subject to the following amendments to the Declaration:

Inst # 2001-43415
10/05/2001-43415
01:46 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
32.00
DDB MEL

ARTICLE II

DEFINITIONS

2.8 Common Area. Common area shall mean all real property, including improvements thereto, owned by Stagecoach Trace Residential Association, Inc., its successors and assigns, (hereinafter the "Association") for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot in Sector 2, is more particularly described in Exhibit B attached hereto and incorporated herein by this reference.

ARTICLE III

LAND USE AND BUILDING TYPE

3.7 Garage Doors. Garage doors may be placed on the front of the residence with written approval of the Architectural Review Committee (hereinafter the "Committee").

3.12 Fences. Only wood fences are allowed to be no more than six feet in height. No other fence material will be approved by the Committee, except under circumstances where a wood fence might not be appropriate in the discretion of the Committee.

ARTICLE IV

GENERAL COVENANTS AND RESTRICTIONS

4.12 Preservation of Trees. The landscape plan for each Lot shall include at least one (1) deciduous tree per Lot and two (2) deciduous trees per Corner Lot.

ARTICLE V

MEMBERSHIP IN ASSOCIATION

6.3 Voting. Developer shall be exclusively entitled to take all actions and vote on all matters to be voted on by Members of the Association in the manner set forth in the Articles and ByLaws until Twenty-One (21) (or Seventy-five Percent (75%)) of the Lots have been sold for dwelling purposes.

ARTICLE VII

COVENANTS FOR ASSESSMENTS

7.1 Assessment. Lots owned by the Developer shall be subject to any assessment by the Association, be it annual, special or individual.

ARTICLE IX

USE OF FUNDS

9.1 Use of Funds. Proposals concerning the use of Association funds, which require the approval of the Association Members, require approval by vote of at least two-thirds (2/3) of the Association Members.

9.3 Authority of Association to Contract. The Association shall be entitled to contract, subject to the last sentence of Section 9.4, with any corporation, firm or other entity for the performance of the various undertakings of the Association specified in Section 9.1, and such other undertakings as may be approved by at least two-thirds (2/3) of the votes of the Members of the Association, and the performance by any entity shall be deemed the performance of the Association hereunder.

9.4 Authority of the Association to Borrow Money. The Association shall be entitled to borrow money for specified uses if approved by at least two-thirds (2/3) of the votes, excluding the Developer, of the Members of the Association.

9.5 Authority of the Association to make Capital Expenditures. Any capital expenditure in excess of \$10,000.00 shall require the approval of at least two-thirds (2/3) of the Members of the Association.

ARTICLE XII

MISCELLANEOUS

12.1 Additional Property. Developer reserves the right, without the consent of the Members within 10 years of this instrument, to add and submit any additional property (hereinafter the "Additional Property") situated adjacent to or in close proximity within the Subject Property to the terms and provisions of these Protective Covenants, PROVIDED, that the FHA and VA determine that the annexation is in accord with the general plan heretofore approved by them.

12.3 Duration and Amendment. It is understood and agreed that the foregoing covenants and restrictions shall attach to and run with the land for a period of fifty (50) years from the date hereof, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless, by a vote of at least two-thirds (2/3) of all votes in the Association, it is agreed to change the same in whole or in part. Subject to the provisions of Sections 12.1 and 12.12 hereof, these covenants and restrictions may be amended or altered (a) solely by the Developer subject to Section 6.3 herein, so long as such amendment does not materially and adversely affect or alter any Lot Owner's right to use his Lot or (b) by the (i) vote of two-thirds (2/3) of all votes in the Association along with (ii) the written agreement of the Developer.

12.12 MscI. Additional real property may be annexed or removed for the definition of the Development by the Developer, in its sole and absolute discretion, without the consent of the Members under this Article, PROVIDED that the FHA and the VA determine that the annexation or removal of such property is in accord with the general plan heretofore approved by them. **All other provisions of this Article remain the same.**

12.6 Indemnity for Damages. Each and every Lot Owner and future Lot Owners, by accepting a deed or contract for any Lot subject to the Declaration, agrees to indemnify the Association for any damage caused by such Owner, or the contractor, agent, guests, families, invitees or employees of such Owner, to roads, streets, gutters or walkways, including all surfacing thereon, or to water, drainage or storm sewer lines or sanitary sewer lines, or to parks and improvements thereon, including benches, playground equipment, street lights and any other property owned by the

Association, or for which the Association has responsibility at the time of such damage, under the laws of the laws of the State of Alabama, except to the extent that such liability is prohibited by the FHA and VA guidelines for Planned Unit Developments.

IN WITNESS WHEREOF, Declarant has caused these Amendments to the Declaration to be duly executed as of the day and year first above written.

LINDSEY DEVELOPMENT COMPANY, L.L.C.
(Developer and Owner of Lot 210, Stagecoach Trace, Sector 2)

By: 
Robert W. Lindsey, Its Managing Member

BILL CLECKLEY CONSTRUCTION & FRAMING CO., INC.
(Owner of Lots 208, 213-216 and 225-228, Stagecoach Trace, Sector 2)

By: 
Bill Cleckley, Its President

OLD SOUTH BUILDERS, INC.
(Owner of Lots 201-207/209, 211, 212 and 217-224, Stagecoach Trace, Sector 2)

By: 
Tommy Mayson, Its President

ACKNOWLEDGEMENTS ON NEXT PAGE

STATE OF ALABAMA)

Shelby COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that ROBERT W. LINDSEY, whose name as MANAGING MEMBER OF LINDSEY DEVELOPMENT COMPANY, L.L.C., 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 member, and with full authority, executed the same voluntarily, as an act of said limited liability company.

Given under my hand and official seal, this 25 day of September, 2001.

Patricia F. Hall
NOTARY PUBLIC

My Commission Expires: MY COMMISSION EXPIRES DECEMBER 1, 2004

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Bill Cleckley, whose name as President of Bill Cleckley Construction and Framing, Inc., 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 Officer, and with full authority, executed the same voluntarily, as an act of said corporation.

Given under my hand and official seal, this 25 day of September, 2001.

Angela J. Keith
NOTARY PUBLIC

My Commission Expires: 9-9-02

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Tommy Mayson, whose name as President of OLD SOUTH BUILDERS, INC., 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 officer, and with full authority, executed the same voluntarily, as an act of said corporation.

Given under my hand and official seal, this 25th day of September, 2001.

Angela J. Keith
NOTARY PUBLIC

My Commission Expires: 9-9-02

Exhibit "A"

NW CORNER OF THE NW 1/4
OF SEC 36, T 21 S, R 3 W,
SHELBY COUNTY, AL
CAPPED IRON FOUND
(LOCALLY ACCEPTED)

SECTION LINE
S 86° 11' 13" E 499.60

(SCALED)
APPROX.
FLOOD LINE



A RESURVEY OF FINAL PLAT STAGECOACH TRACE SECTOR 2

DEVELOPER:
LIFE STYLE DEVELOPMENT, INC.
3312 SANDHURST ROAD
BIRMINGHAM, ALABAMA 35223
(205) 967-0108

PREPARED BY:
R.C. FARMER AND ASSOCIATES, INC.
246 YEAGER PARKWAY
PELHAM, ALABAMA 35124
(205) 664-2566

A SINGLE FAMILY RESIDENTIAL SUBDIVISION SITUATED IN THE
S.W. 1/4 OF SECTION 25 AND THE N 1/2 OF THE NW 1/4 OF
SECTION 36, TOWNSHIP 21 SOUTH, RANGE 3 WEST, CITY OF
ALABASTER, SHELBY COUNTY, ALABAMA.

CURVE	LENGTH	BEGINNING	ENDING	CH. BEG.	CH. END
C1	18.28	75.00	93.28	481°38'32"E	87°44'44"
C2	27.97	75.00	102.97	456°41'45"W	87°00'42"
C3	28.35	1000.00	1028.35	383°04'28"E	82°15'16"
C4	107.78	1000.00	1107.78	313°28'55"E	18°29'38"
C5	12.70	975.00	987.70	362°37'04"E	81°20'28"
C6	83.53	975.00	1058.53	306°03'12"E	82°51'50"
C7	82.91	975.00	1057.91	318°32'15"E	82°28'18"
C8	82.38	975.00	1057.38	318°24'42"E	82°18'00"
C9	82.38	975.00	1057.38	320°36'24"E	83°38'41"
C10	81.81	1000.00	1081.81	329°38'35"E	83°28'18"
C11	109.54	1000.00	1109.54	318°12'30"E	86°00'38"
C12	107.38	1000.00	1107.38	318°38'37"E	86°38'28"
C13	38.77	25.00	63.77	387°41'44"E	89°00'00"
C14	38.77	25.00	63.77	387°18'14"E	89°00'00"
C15	38.77	25.00	63.77	387°41'44"E	89°00'00"
C16	38.77	25.00	63.77	387°18'14"E	89°00'00"
C17	38.53	25.00	63.53	377°18'18"E	18°00'00"
C18	18.14	25.00	43.14	378°28'02"E	04°15'23"
C19	33.68	25.00	58.68	378°44'34"E	08°52'53"
C20	34.24	25.00	59.24	377°53'18"E	07°56'53"
C21	33.57	25.00	58.57	368°18'45"E	04°56'53"
C22	44.28	25.00	69.28	358°04'45"E	04°08'08"
C23	48.11	25.00	73.11	354°31'15"E	04°01'50"
C24	75.83	25.00	100.83	348°24'28"E	27°01'14"
C25	48.30	25.00	73.30	329°14'10"E	60°45'11"
C26	40.38	25.00	65.38	372°27'34"E	41°18'42"
C27	40.32	25.00	65.32	372°07'15"E	46°18'03"
C28	39.33	25.00	64.33	380°24'41"E	44°18'03"
C29	45.20	25.00	70.20	379°32'45"E	87°00'00"
C30	58.06	25.00	83.06	313°38'33"W	80°29'17"
C31	53.84	25.00	78.84	342°38'37"E	34°00'00"
C32	74.38	25.00	99.38	370°34'18"E	77°28'11"
C33	19.68	25.00	44.68	328°18'43"E	11°08'28"
C34	17.31	1000.00	1017.31	344°01'14"E	44°58'03"
C35	17.31	1000.00	1017.31	313°30'45"E	00°41'04"
C36	17.31	1000.00	1017.31	312°48'58"E	00°45'47"
C37	17.30	975.00	992.30	314°40'33"E	00°44'18"
C38	17.30	975.00	992.30	313°38'14"E	00°44'18"

STATE OF ALABAMA
SHELBY COUNTY

June 14, 2001

The undersigned, Robert C. Farmer, Licensed Land Surveyor, State of Alabama and Lindsey Development Co., LLC, as owner of lots 210, 228-232 and Old South Builders, Inc., as owner of lots 201-207, 208, 211, 212, 217-224 and Bill Cledley Construction, Inc., as owner lots 208, 213-218, 223-228, hereby certify that this plat or map was made pursuant to a survey made by said surveyor and that said survey and this plat or map was made in the instance of said owner; that this plat or map is a true and correct map of lands shown thereon known as, **A RESURVEY OF FINAL PLAT STAGE COACH TRACE SECTOR 2**, showing the sub-divisions into which it is proposed to divide said lands, giving the lengths and angles of each lot and its number, showing the streets, alleys and public grounds, giving the length and width and name of each street as well as the number of each lot and showing the relation of the lands to the government survey, and that iron pins have been installed at all lot corners and curve points as shown and are designated by small open circles on said plat or map. Said owners also certify that they are the owners of said lands and that the same are not subject to any mortgage, except a mortgage held by Bank of Alabama for lots 210, 228-232 and a mortgage held by Alant Bank for lots 201-207, 208, 211, 212, 217-224 and a mortgage held by South First Mortgage for lots 208, 213-218, 223-228. I further certify that all parts of this survey and 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.

In witness thereof, said surveyor executed these presents this _____ day of _____, 2001.

By: _____ Date: _____
Robert C. Farmer, P.L.S.
At Reg No 14720

I, Frances F. Meador, a Notary Public in and for said county and state, do hereby certify that Robert C. Farmer, whose name is signed in the foregoing certificate as surveyor, and who is known to me, acknowledged before me, on this date that after being duly informed of the contents of said certificate, does execute same voluntarily as such individual with full authority thereof.

Given under my hand and seal this the _____ day of _____, 2001.

My Commission Expires _____
Notary Public

By: _____ Date: _____
Robert W. Lindsey
Lindsey Development Co., LLC, Owner
[LOTS 210, 228-232]

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that, Robert W. Lindsey, whose name is signed in the foregoing certificate as owner, Lots 210, 228-232, and who is known to me, acknowledged before me, on this date that after being duly informed of the contents of said certificate, does execute same voluntarily as such individual with full authority thereof.

Given under my hand and seal this the _____ day of _____, 2001.

My Commission Expires _____
Notary Public

By: _____ Date: _____
Officer
Bank of Alabama, Mortgagee
[Lots 210, 228-232]

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that, _____, whose name is signed in the foregoing certificate as mortgagee, lots 210, 228-232 and who is known to me, acknowledged before me, on this date that after being duly informed of the contents of said certificate, does execute same voluntarily as such individual with full authority thereof.

Given under my hand and seal this the _____ day of _____, 2001.

My Commission Expires _____
Notary Public

By: _____ Date: _____
Old South Builders, Inc. Owner Lots 201-207, 208, 211, 212, 217-224

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that, _____, whose name is signed in the foregoing certificate as owner of Lots 201-207, 208, 211, 212, 217-224 and who is known to me, acknowledged before me, on this date that after being duly informed of the contents of said certificate, does execute same voluntarily as such individual with full authority thereof.

Given under my hand and seal this the _____ day of _____, 2001.

My Commission Expires _____
Notary Public

By: _____ Date: _____
Officer
Alant Bank, Mortgagee, Lots 201-207, 208, 211, 212, 217-224

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that, _____, whose name is signed in the foregoing certificate as mortgagee of Lots 201-207, 208, 211, 212, 217-224 and who is known to me, acknowledged before me, on this date that after being duly informed of the contents of said certificate, does execute same voluntarily as such individual with full authority thereof.

Given under my hand and seal this the _____ day of _____, 2001.

My Commission Expires _____
Notary Public

By: _____ Date: _____
Bill Cledley, President
Bill Cledley Construction, Inc., Owner Lots 208, 213-218, 223-228

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that, Bill Cledley, whose name is signed in the foregoing certificate as owner, Lots 208, 213-218, 223-228 and who is known to me, acknowledged before me, on this date that after being duly informed of the contents of said certificate, does execute same voluntarily as such individual with full authority thereof.

Given under my hand and seal this the _____ day of _____, 2001.

My Commission Expires _____
Notary Public

By: _____ Date: _____
Loan Officer
South First Mortgage, Mortgagee Lots 208, 213-218, 223-228

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that, _____, whose name is signed in the foregoing certificate as mortgagee, Lots 208, 213-218, 223-228 and who is known to me, acknowledged before me, on this date that after being duly informed of the contents of said certificate, does execute same voluntarily as such individual with full authority thereof.

Given under my hand and seal this the _____ day of _____, 2001.

My Commission Expires _____
Notary Public

Shelby County Engineer

Shelby County Planning Commission

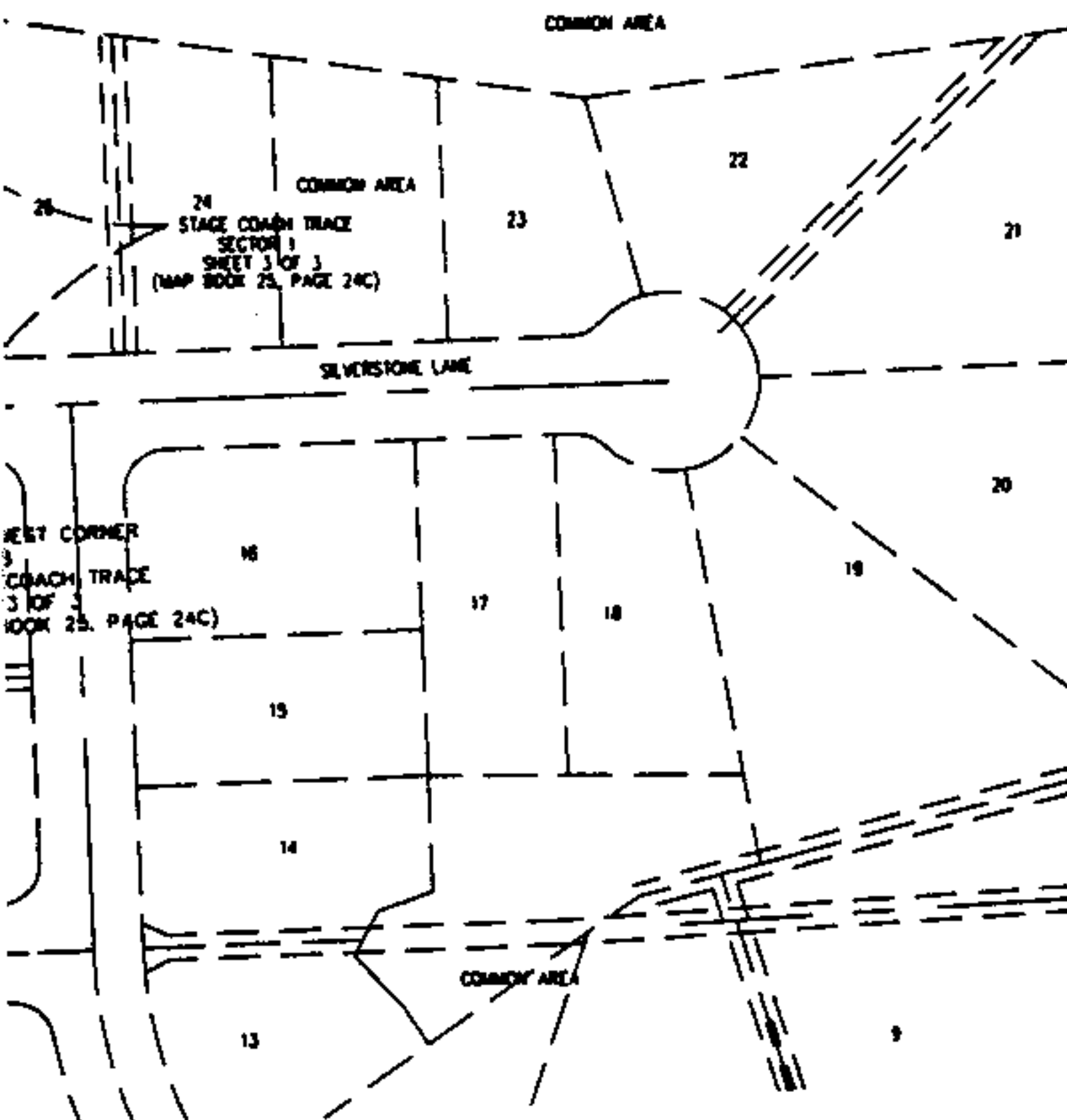
Fire Chief

Shelby County Health Department
(for recording purposes possible)

The purpose of this resurvey is to change the MBL from 30' to 25'.

2001-43415
10/05/2001
SHELBY COUNTY JUDGE OF PROBATE
000 MEL 02.00

AREA



STER MINIMUM REQUIREMENTS.
SEANCES INVOLVED PRIOR TO START OF CONSTRUCTION.
ONSIBLE FOR THE CONSTRUCTION AND MAINTENANCE OF
CONSTRUCTION.
ONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL

SPONSIBLE FOR PROVIDING BUILDING SITE FREE OF DRAINAGE

TY HIGHWAY 12 OR TO STAGE COACH ROAD.
ATION IS RESPONSIBLE FOR MAINTAINING THE COMMON AREAS
AKES THEM SUITABLE FOR RECREATIONAL AND PEDESTRIAN USE.
REMENTS, ARE FOR UTILITY AND DRAINAGE PURPOSES AND SHALL
OF THIS SUBDIVISION.
S AND STREETS LIES IN AN AREA WHERE NATURAL LINE SINKS
IC, LIFE STYLE DEVELOPMENT, AND THE CITY OF ALABASTER MAKE
SUBDIVISION LOTS AND STREETS ARE SAFE OR SUITABLE FOR COM-
ATSOEVER. THIS SUBDIVISION IS UNDERLAIN BY LIMESTONE AND
ITY.



GRAPHIC SCALE

