

Inst # 2002-16439

WILMINGTON PLACE 04/09/2002-16439
A RESIDENTIAL SUBDIVISION 11:55 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
321 KSB 71.00

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration of Covenants, Conditions and Restrictions (the "Protective Covenants") is made and entered into on this 5TH day of MARCH, 2002, by B. Hulsey Company, hereinafter referred to as "Developer."

WITNESSETH

WHEREAS, the Developer is presently the owner of all property within the Survey of Wilmington Place (W.P.), the map or plat of which is recorded in Map Book 29 Page 98 In the Office of the Judge of Probate of Shelby County, Alabama. Said property may sometimes hereafter be referred as the "Property," or the "Development," and which may be increased or decreased, by Developer.

WHEREAS, the Developer desires to establish and enforce uniform standards of development quality and to provide for the effective preservation of the appearance, value and amenities of the Development herein described and for the maintenance and administration of certain areas thereof which benefit all owners of property in the Development, and, to this end, desires to subject said real property, together with such additions thereto as may hereafter be made, to the Protective Covenants, all of which are for the benefit of the said real Property and Development and each owner thereof; and

WHEREAS, the Developer has deemed it desirable for the establishment and enforcement of uniform standards of development quality and the effective preservation of the appearance, value and amenities to create a not for profit corporation (the "Association") to which shall be delegated and assigned the powers of maintaining and administering certain areas

therof which benefit all owners of property within the Development; and enforcing these Protective Covenants, and levying, collecting and depositing and expending such charges and assessments as may be authorized in the Declaration for that purpose; and

NOW, THEREFORE, the Developer declares that the real property legally described in Exhibit A hereof, is and shall be held, transferred, sold, conveyed and occupied subject to these Protective Covenants, all of which shall be construed as and deemed to be covenants running with the land and shall be binding on and inure to the benefit of all parties having any right, title or interest in the said real property, as well as their heirs, successors and assigns.

1. **LAND USE AND BUILDING TYPE:** The Property will be used for residential purposes only. NO trade or business purposes including all types of home industry are permitted. No building or structure other than nineteen (19) detached single family dwellings which shall be deeded in fee simple, shall be erected within the Property, except as otherwise permitted herein. No more than a single family shall occupy any single family home. Normal building and sales activities of Developer are excluded from this restriction.

2. **ARCHITECTURAL REVIEW:**

A. **Approval Of Architectural Review Committee.** No structure, building, or fence or other visible thing shall be commenced, erected, placed, moved on to or permitted to remain on any Lot within the Property, nor shall any existing structure upon any lot within the Property be altered in any way which changes the exterior appearance thereof, unless plans and specifications thereof shall have first been submitted to and approved by the Architectural Review Committee (herein defined as Committee). Such plans and specifications shall be in such form and shall contain such information, as may be required by the Architectural Review Committee and shall include, but is not limited to:

1) 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 in the Property,

2) a grading, and drainage plan for the Property. The plans shall be submitted to the Architectural Review Committee (defined herein) at the general office of Developer at least five (5) days prior to the date construction is scheduled to commenced and the Architectural Review Committee shall be entitled to retain said plans for its records.

B. Architectural Review Committee. The Architectural Review Committee shall consist of three (3) members appointed from time to time by the Developer until the Developer no longer owns any Property or lots within the Property. After such occurrence, the members of the Committee shall be appointed by and shall serve at the pleasure of the Board of Directors of the Association. The affirmative vote of a majority of the members of the Committee shall be required in order to issue any permit, authorization or approval pursuant to the directives or authorizations set forth herein.

C. Evidence Of Approval. The approval of the Committee shall be evidenced by a written permit executed by one or more members of the Committee and countersigned for consent by the applicant thereof. The written permit shall be executed in duplicate with one copy to be retained by the applicant.

D. Basis For Disapproval Of Plans.

1) The scope of review by the Committee shall be limited to exterior appearance as defined herein. THE COMMITTEE 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.

- 2) The Committee shall have the right to disapprove any plans and specifications submitted for approval for any one or more of the following specified reasons; but is not limited, in its sole discretion, to these specified reasons:
- a) failure of such plans and specifications to comply with the covenants, conditions, and restrictions herein set forth;
 - b) failure to include information in such plans and specifications as may have been reasonably requested by the Committee; or to submit requested information timely;
 - c) objection to the exterior design, appearance or materials of any proposed structure or improvement;
 - d) incompatibility of any proposed structure or improvement or use thereof with existing structures or uses upon other lots in property;
 - e) objections to the site plan, clearing plan, or drainage plan for any part of the Property;
 - f) objections to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any proposed structure or improvement;
 - g) failure of plans to take into consideration the particular topography, vegetative characteristics, and natural environment of the Property, or any part thereof;

h) any other matter which, in the judgement of the Committee, would render the proposed structure, improvement or uses inharmonious with the general plan of the Property or with structures, improvements, or uses located upon other parts of the Property.

3) Approval of plans and specifications submitted to the Committee shall terminate and be rendered void if construction is not begun within six (6) months after the date of the certificate evidencing such approval unless such six (6) month period is extended by the Committee in which event the extended time period shall be applicable.

4) In any case where the Committee shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case, the Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal be prepared and submitted for approval.

E. **Retention of Copy Of Plans.** Upon approval by the Committee of any plans and specifications submitted hereunder, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Committee, and a copy of such plans and specifications bearing such approval, in writing shall be returned to the applicant submitting the same.

F. **Failure To Obtain Approval.** If any structure or improvement shall be altered, erected, placed or maintained upon any of the Property or lot, or any new use commenced on any of the Property, lot, otherwise than in accordance with plans and specifications approved by the Committee pursuant to the provisions of this Article III, such alteration, erection, maintenance or use

shall be deemed without the approval required herein, and, upon written notice from the Committee, any such structure or improvement so altered, erected, placed or maintained upon any of the Property in violation hereof shall be removed or re-altered as set out herein, and any such nonconforming use shall be terminated, so as to extinguish such violation.

If fifteen (15) days after the notice of such a violation the owner of the Property or lot upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same, the Developer 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 any 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 covenant shall not be valid as against a bona fide purchaser (or bona fide mortgagee) 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.)

G. Certificate of Compliance. Upon completion of the construction or alteration of any structure or improvement in accordance with plans and specifications approved by the Committee, the Committee shall, upon written request of the owner thereof, issue a Certificate of Compliance in form suitable for recordation, identifying such structure or improvement and the lot on which such structure or improvement is placed, stating that the plans and specifications, the location of such structure of 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 Committee. Preparations and recording of such certificate shall be at the expense of such owner. Any Certificate of Compliance issued in accordance with the provisions of this

Article 2 shall be (*prima facie*) evidence of the facts therein stated, and as to any purchaser or encumbrancer 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 2, and with all other requirements of this Declaration as to which the Committee exercises any discretionary or interpretive powers.

- H. **Inspection Rights.** Any agent of the Developer or the Committee may upon reasonable notice and by appointment enter upon and inspect any lot and 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 thereof; and neither Developer nor the Committee nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.
- I. **Waiver of Liability.** Neither the Committee nor any architect nor agent thereof, nor Developer, nor any partner, agent, or employee of any of the foregoing, shall be responsible in any way for any failure of structures or improvements to comply with requirements of this Declaration, although a Certificate of Compliance has been issued, nor shall they be responsible for any defects in any plans and 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. All persons relying thereon agree not to sue or claim against the entities and persons referred to in this Section I for any cause arising out of the matters referred to herein and further agree to and do hereby release, indemnify and hold harmless said entities and persons for any and every such cause.

3. **COVENANTS FOR MAINTENANCE ASSESSMENTS:**

- A. **Affirmative Covenant to Pay Assessments.** Each Owner, excluding any property owned by the Developer, by acceptance of a deed or other instrument of conveyance for a Lot, whether or not it shall be so expressed in any such deed or other instrument, including any purchaser at a judicial sale, shall be obligated and hereby covenants and agrees to pay to the Association, in the manner set forth herein, all assessments or other charges, determined in accordance with the provisions of this Declaration (the "Assessments").
- B. **Purpose of Assessments.** The Assessments levied by the Association shall be used exclusively for the preservation of the appearance, value and amenities of the Property, and in particular for the entire exterior of all buildings and the roofs thereof and for the improvement, preservation, maintenance and administration of the Common Areas (including, without limitation, the payment of Common Expenses) and of any easement in favor of the Association and/or the Owners, as well as for such other purposes as are properly undertaken by the Association.
- C. **Annual Assessments.** The Association shall levy Annual Assessments in such amounts as are necessary to meet the Common Expenses and such other recurring or projected expenses as the Board of Directors of the Association (the "Board") may deem appropriate. The Assessment year for the Annual Assessment need not be the calendar year.
- D. **Special Assessments.** In addition to the Annual Assessments specified in the above section, the Association may at any time levy one or more Special Assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, improvement, or expected or unexpected repair to or replacement of any of the Common Areas, including any fixtures and personal property related thereto. All the drive, walls, roof and exterior

maintenance and repair of the single family residence will be levied separately for the single family residence in separate assessments.

- E. **Duties of the Board of Directors.** The Board shall fix the amount of all Assessments, the date of commencement for each Assessment, and the due date of such Assessment, on a per lot (there being initially nineteen total) basis, at least thirty (30) days in advance of any such commencement date, and shall at that time, prepare a roster of the Lots, and Assessments applicable thereto, which roster shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the amount of the Assessment, the commencement and due dates shall be sent to every Owner subject thereto not later than seven (7) days after fixing the date of commencement.
- F. **Fidelity and Directors' Insurance.** A Common Expense of the Association shall be Fidelity and Directors' Insurance covering all directors, officers and employees of the Association and all managing agents who handle Association funds, if any.
- G. **Date of Commencement and Due Date for Assessments.** The liability of a Lot for any Assessment shall commence on the date or dates (which shall be the first day of the month) fixed by the Board in the resolution authorizing such Assessment. The due date of any such Assessment (which may be different from the commencement date) shall also be fixed in the resolution authorizing such Assessment (but which need not be the first day of a month). Such Assessments shall be payable in advance in monthly, quarterly, semi-annual or annual installments, as so fixed in the resolution authorizing the Assessment.

H. **Allocation of Assessment.** The Board shall allocate a portion of each Assessment to each dwelling in the proportion that each lot bears to the total number of lots within the Property (to the nearest one-thousandth).

I. **Certificates Concerning Assessments.** The Association shall, upon demand at any time, furnish to any Owner liable for any Assessment or his designee or any Institutional Mortgagee a certificate in writing signed by an Officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

J. **Liability of Owners for Assessments.** No Owner may exempt himself from liability for any Assessment levied against his Lot by waiver of the use or enjoyment of any of the Common Areas, or by abandonment of the Lot.

K. **Effect of Non-Payment of Assessments: The Lien, The Personal Obligation; Remedies of the Association.**

1) If any Assessment or other charge or lien provided for herein is not paid in full on the due date set by the Board, then such Assessment, charge or lien shall become delinquent on the thirtieth day thereafter, and together with interest thereon and cost of collection thereof as are hereinafter provided, thereupon become a continuing lien on the Lot encumbered thereby, and also the personal obligation of its Owner, his heirs, and his or its successors and/or assigns. Notice of such delinquency shall be forwarded to such Owner and any Institutional Mortgagee having an interest in the Lot. The personal obligation of any Owner to pay such Assessment, however, shall pass to any successors or assigns.

2) If any Assessment is not paid within thirty (30) days after the delinquency date, the Assessment shall bear interest from the date of delinquency at the

highest rate permitted under Alabama law, and the Association may bring an action against the Owner personally obligated to pay the same and/or commence the foreclosure of the aforesaid lien against the Lot in like manner as a foreclosure of a mortgage on real property under the laws of the State of Alabama, and there shall be added to the amount of such Assessment all attorneys' fees incurred in attempting to collect such Assessment and in prosecuting any action for the same, the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include the interest on the Assessment as above provided together with the costs of the action. The lien granted to the Association shall further secure all monies advanced for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien. Any person (except an Institutional Mortgagee) who shall acquire, by whatever means, any interest in the ownership of any Lot, or who may be given or acquire a mortgage, lien or other encumbrance thereon, is hereby placed on notice of the lien granted to the Association and shall acquire his interest in any Lot expressly subject to any such lien of the Association.

- 3) The lien herein granted to the Association shall be perfected by recording a Claim of Lien in the Probate Office of Shelby County, Alabama, stating the description of the Lot encumbered thereby, the name of its Owner, the amount due and the date when due. The lien shall continue in effect until all sums secured by it, as herein provided, shall have been fully paid. Such Claim of Lien shall include only Assessments which are due and payable when the Claim of Lien is recorded, plus interest, costs, attorneys' fees and monies advanced to pay taxes, prior encumbrances and other proper charges together with interest thereon, all as provided herein. Such Claim of Lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such Claim of

Lien, the same shall be satisfied of record. No sale or other transfer of a Lot shall relieve any Owner from liability for any Assessment due before such sale or transfer, nor from the lien of any such Assessment. The written opinion of an officer of the Association that any lien is subordinate to any given mortgage shall be deemed to be dispositive of that issue.

- 4) The lien of any Assessments shall be subordinate to the lien of any Institutional Mortgagee bearing a recording date in the Probate Office of Shelby County, Alabama prior to the date of recording the Association's Claim of Lien. Where an Institutional Mortgagee obtains title to a Lot as a result of foreclosure of its mortgage or where any Institutional Mortgagee or its designee accepts a deed to a Lot in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for any Assessment pertaining to such Lot or chargeable to the former Owner which became due prior to the acquisition of title to such Lot, unless such delinquent Assessment was secured by a Claim of Lien recorded prior to the recordation of the Institutional Mortgagee's mortgage. Such unpaid Assessments, if not collected from the former owner, shall be instead collectible from all Owners proratably. Nothing herein contained shall be construed as releasing the party liable for such delinquent Assessments from the payment thereof or liability for the enforcement or collection thereof by means other than foreclosure.
- 5) Any person who acquires an interest in a Lot, except an Institutional Mortgagee as specifically provided above, including, but not limited to, persons acquiring title by operation of law or at a judicial sale, shall not be entitled to occupancy of the lot or the use or enjoyment of the Common Areas until such time as all unpaid Assessments due and owing by the former Owner have been paid in full. Any party who has a contract to purchase a Lot, or who has made application for a loan secured by a mortgage on said Lot, may, by written request, inquire of the Association

whether the Lot is subject to any Assessments which are due and payable and the Association shall give the requesting party a written response within ten (10) days of such inquiry providing information as to the status of Assessments on said Lot. The party making such request may rely on the information set forth in such response and the facts stated therein shall be binding upon the Association.

- 6) The Association shall have the right to assign its Claim of Lien, and any other lien rights provided for in this Covenants for Maintenance Assessments, for the recovery of any unpaid Assessments, to the Developer, to any Owner or group of Owners, or to any third party.

K. **Enforcement of Declaration and Rules and Regulations.** Any violating Owner shall be responsible for payment of all fees, costs and expenses, including attorneys' fees through all appellate levels, in connection with the Association's duty to enforce all of the Protective Covenants and other terms contained in or imposed by this Declaration, and all rules and regulations adopted pursuant to the Articles, by the By-Laws or this Declaration. Any unpaid fees, costs and expenses, including attorneys' fees, may be assessed against a violating Owner as a Special Assessment against his Lot subject to all rights to place a lien, therefore, on the Lot.

4. **SUBDIVISION:** The original property may only be subdivided into a maximum of nineteen (19) individual single family dwellings. The Developer may add at his sole discretion additional contiguous properties as long as such propertys are subject to all the duties and obligations and assessments proratably with the owners of the original property and have buildings compatible in value to the original or higher in value. The location of the streets, buildings and/or lots to be included in such Development shall be as approved by the appropriate authorities of Shelby County.

5. **Restrictions on Use:**

- A. **Setback/Yard.** The following shall constitute the minimum building setback requirements for each lot:

The front setback/yard for each lot shall be as shown on the referenced map or plat of said subdivision as amended and recorded in the Probate Office of Shelby County.

The front, rear and side setback for each lot shall be in accordance with the rules and regulations set forth by Shelby County, the jurisdiction in which the development is located and any variances granted:

- B. **Floor Areas.** Minimum floor areas for each single family home shall be as follows:

2. The minimum total square footage in each residence, meaning heated and livable area, shall not be less than ? square feet.

- C. **Signage.** Developer may, in its discretion, adopt standards for all mailboxes, street and traffic signage (so long as the traffic signage complies with the minimum standards and requirements of the applicable municipal jurisdiction or are otherwise approved by the building inspector of the applicable municipal jurisdiction, directional and informational signage and for-sale, rental and all temporary or construction signage.

- D. **Maximum Building Height.** Buildings or dwellings in the Property shall not exceed two (2) stories in height, plus any lower levels (basements.)

- E. **Landscaping Requirements.** The minimum landscaping (planting) requirement of any dwelling built within the Property shall include grass,

plants, or naturally restored areas to cover the entire lot. Front lawns must be sodded.

6. **MAINTENANCE OF COMMON AREAS:** There are certain areas within the confines or immediately adjacent to the Property (i.e.: right of ways, etc.) which are defined as "Common Areas," by the Record Map and shall require the collective maintenance efforts of all the homeowners. These areas consist of the entrances, including any gates, monuments, private street, driveways, landscaping and lighting, and landscaping, as deemed necessary to maintain by the Developer or Committee. The Developer shall manage the maintenance and operations of these Common Areas until the conveyance of all of the lots, or until such time as the Developer may deem suitable. After such time, the Developer shall not be obligated to maintain the Common Areas or pay for any of the operating expenses.

Each lot owner shall permit the Developer or other third parties access across their Lot as may be reasonably necessary or convenient to maintain the Common Areas.

7. **MAINTENANCE STANDARDS:** All external improvements on each Lot and the yards and grounds on each shall be kept and maintained in a good, neat, clean and orderly condition by the Association. The obligations set forth herein shall include, but not be limited to, the proper seeding, watering and mowing of all lawns, pruning and cutting of all trees and shrubbery, and painting and other appropriate external care of all structures and driveways, all in a manner and with such frequency as is consistent with good property management. The Committee shall have the right to establish and amend from time to time certain standards to govern the condition and maintenance of improvements and lots as required pursuant to this paragraph.

8. **HOME OFFICE:** An office in a home is allowed provided there is no potential noise or increased pedestrian or vehicular traffic or other conditions constituting objectionable use of a residential property.

9. **PARKING RESTRICTIONS:** The flow of traffic across the interior road(s) which serve the lots located within the property shall not be blocked or impeded in any manner

by any lot owner or by the guests or visitors thereof, whether by the improper parking of automobiles or otherwise. No lot owners or their guests or visitors shall park their automobiles in any manner which would block the driveways serving any of the other lots within the property. No curbside parking shall be permitted except for single event functions requiring more than 2 off-street spaces.

10. **NO ANIMALS, ETC.:** No animals, birds, reptiles, insects, or poultry of any kind shall be raised, bred, or kept on any lot or the Property, except that no more than a combined total of two domesticated dogs, cats, or other household pets may be kept by each owner provided that they are not kept, bred or maintained for any commercial purpose. Such domestic pets must be confined to the Lot of the owner of such pets.

11. **GARBAGE AND REFUSE:** No lumber, metals, or bulk materials shall be kept, stored, or allowed to accumulate on any Lot or outside area within the Property, except building materials during the course of construction of any approved structure or improvement. No refuse or trash shall be kept, stored or allowed to accumulate except between scheduled pick-ups and if trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring bases, such trash or refuse may be placed in sanitary containers. Such sanitary container may be placed in the open, on any day that a pick-up is to be made, at such place on the lot or designated area as to provide access to the persons making such pick-up. All other times such containers shall be stored in such manner so that they cannot be seen from adjacent surrounding property.

12. **NO DUMPING GROUND OR STORAGE:** No Lot or outside area shall be used or maintained as a dumping ground nor shall any owner allow an accumulation of rubbish. The use of all or any portion of any lot or outside area within the Property for outside materials storage is prohibited, and no harmful or noxious materials shall be stored either inside any structure or outside any structure.

13. **FENCES AND DEVICES:** No chain link, vinyl coated or wire fences shall be permitted within the Development except for any coated chain link erected as a perimeter

security fence. A solid security fence may encircle the Development in some areas. No fence shall be allowed in front yards. A fence is permitted from the rear corner of a dwelling to the rear property line and may be made of wrought iron or cedar wood (not shadowbox). Such fence can be no higher than eight (8) feet. The Architectural Review committee must approve in writing all fencing, screen enclosures, and any landscape objects or devices prior to any construction.

14. **DAMAGED STRUCTURES:** Any dwelling or other structure in the Property which may be destroyed in whole or in part for any reason must be rebuilt within one (1) year with construction to begin within 90 days. All debris must be removed and the Lot restored to a sightly condition with reasonable promptness, provided that in no event shall such debris remain on any Lot longer than sixty (60) days.

15. **TEMPORARY STRUCTURES:** No trailer, tent, shack, barn, servant house, garage, or other outbuilding (portable or otherwise) shall be erected on any lot or outside area within the Property by any purchaser prior to the completion of a dwelling house or at any time thereafter. The Developer, however, may maintain a trailer from which to manage the building of the dwellings until all dwellings are constructed.

16. **STORAGE OF BOATS, TRAILERS AND OTHER VEHICLES:** Boats, boat trailers, pick-up campers, mini motor homes, buses, commercial vehicles, motor homes and trailers of any kind must be parked or stored only in an enclosed garage, and may not be parked on the street or in any open parking area. No unused or inoperable automobiles shall be permitted on any lot or outside area and no automotive repair shall be conducted on any lot or outside area, except for temporary repairs effected by authorized outside mechanics.

17. **FIREARMS:** There shall be no discharging of any type firearm or other weapon in the Property, and no wildlife is to be harmed.

18. **GARAGE DOORS:** Garage doors are of the solid-panel type (and may have windows) and are an important architectural feature, in as much as some may face the street of a dwelling, therefore all are to remain closed except while in use as ingress or egress.

19. **RECREATIONAL FACILITIES AND OUTDOOR FURNITURE:** Any yard (exterior) furniture placed, kept, installed or located on any lot or dwelling, and wood piles, free-standing playhouses, swing sets, "jungle-gyms", trampolines, basketball goals, barbecue grills and any other outdoor recreational equipment and appurtenances shall be located so that the same are not visible from any public and private streets providing access to the Development. However, any dwelling with a front porch or terrace may keep not more than four outdoor chairs on such porch subject to periodic review by the committee.

20. **ANTENNAES OR UTILITIES:** No antennae, satellite dish, burglar alarm speakers, security lights, or the like shall be mounted on the front of any dwelling or on the exterior in such a way as to be visible from the street.

21. **NUISANCE:** No obnoxious, offensive or illegal activity shall be carried on upon any Lot within the Property nor shall anything be done on any Lot within the Property which may become an annoyance or nuisance to other owners of Lots within the Property including noise from musical or electronic devices, vehicles, power tools or any other sources.

22. **AIR CONDITIONER UNITS:** No window or thru-the-wall air conditioning units are permitted.

23. **CLOTHES LINES:** No clothes lines of any kind are permitted.

24. **OUTSIDE BURNING:** Burning of trash, refuse or other materials within the Property is prohibited.

25. **ENFORCEMENT:** In the event a violation or breach of any of these restrictions, covenants, or requirements, or any amendments thereto by any owner of a Lot, or

employee, agent, or lessee of such owner, the owner(s) of lot(s), developer, 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 or other dues, or take all such courses of action at the same time, or such other legal remedy it may deem appropriate. No delay or failure on the part of an aggrieved party to initiate an available remedy set forth herein shall be held to be a waiver of that party or an estoppel of that party or of any other party or assert any right available to him upon the recurrence of continuation for said violation or the occurrence of a different violation.

Damages shall not be deemed adequate compensation for any breach or violation of any provision herein, 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 a proceeding who succeeds in enforcing a restriction or enjoining the Violation or a restriction against a Lot owner may be awarded a reasonable attorney's fee against such Lot owner.

26. **INVALIDATION:** Invalidation of any one or more of these covenants by a judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

27. **AMENDMENT:** Anything contained herein to the contrary notwithstanding, Developer reserves the sole and exclusive right to modify, release or amend all of the covenants, restrictions, and conditions contained herein until such time as it has sold the first Lot located within the Property. Subsequent to the conveyance of the first Lot within the Property by Developer, the provisions of this instrument, with respect to Lots sold, may be modified and amended by a unanimous vote of the owners of the Lot and Developer within the Property. Any such modification or amendment must be in writing and filed for record with the Office of the Judge of Probate of Shelby County, Alabama.

28. **NO REVERTER:** No restriction or provision herein is intended to be or shall be construed as a condition subsequent or as creating any possibility of a reverter.

29. **RIGHTS RESERVED BY DEVELOPER:** Any provisions herein to the contrary notwithstanding, Developer and other builders, shall have the right to construct, install and maintain on any lot or Property, owned by Developer or such other builder, not more than one temporary sales and construction structure which may be maintained and used only during the period of construction of improvements by Developer on any one or more Lots within the Property. Nothing in this instrument shall be interpreted to prevent Developer from displaying "for sale" signs and conducting such other activities on or about any portion of the Property owned by Developer as are reasonably necessary to promote and facilitate the sale of lots within the Property by Developer and to enable Developer to complete the construction of dwellings and other permitted improvements upon any said lots and the Property, including, but not limited to, the right of Developer to use any of the Property owned by Developer, for the storage of construction materials, equipment and debris during construction, but not thereafter.

30. **INDEMNITY FOR DAMAGES:** Each and every owner and future owner, in accepting a deed or contract for any Lot subject to this Declaration, thereby agrees to indemnify and hold Developer harmless for any damage caused by such owner, to road, streets, gutters, walkways or other aspects of private and public ways, including all surfacing thereon, or to water, drainage or storm sewer lines or sanitary sewer lines constructed or owned by Developer, or for which Developer has responsibility at the time of such damage.

31. **CAPTIONS:** The captions preceding the various paragraphs and subparagraphs of this Declaration are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provision of this Declaration. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

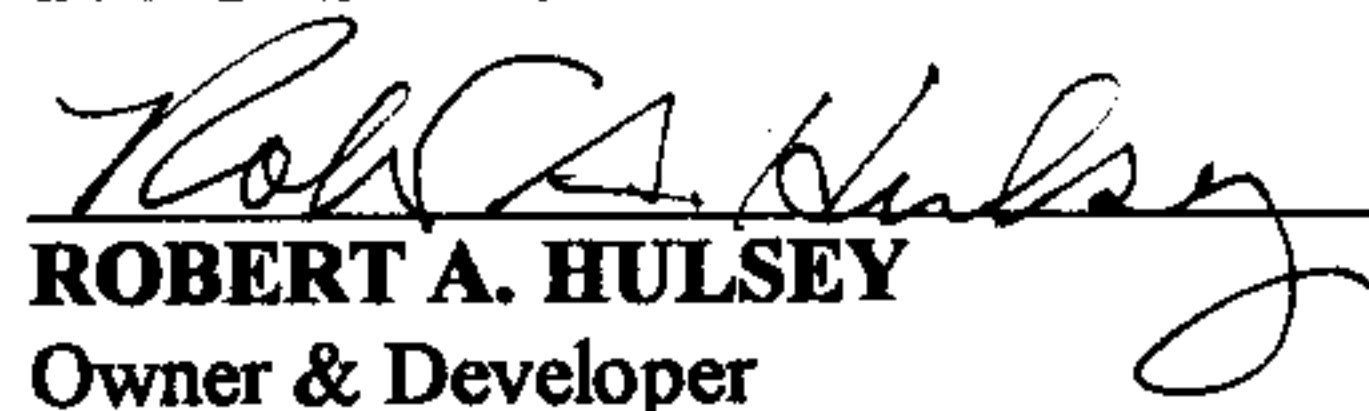
32. **EFFECTS OF VIOLATION ON MORTGAGE LIEN:** No violation of any of this Declaration shall defect or render invalid the lien of any mortgage made in good faith and for value upon any portion of the Property; provided, however, that any mortgagee in actual possession, or any purchaser at any mortgagees'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

33. **BINDING EFFECT AND TERM:** The foregoing covenants, conditions and restrictions herein contained are to run with the property and shall be binding on all parties, successors, assigns, etc., and persons claiming under them.

IN WITNESS WHEREOF, this Instrument has been executed by the undersigned on this the same date as first hereinabove written.

B. HULSEY COMPANY

BY:


ROBERT A. HULSEY
Owner & Developer

STATE OF ALABAMA)

 ~~JEFFERSON~~ COUNTY)

I, the undersigned, a Notary Public in and for said County in said state, hereby certify that Robert A. Hulsey, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this date that being informed of the contents of such instrument, he executed the same voluntarily.

Given under my hand and official seal this the 4th day of March, 2002


NOTARY PUBLIC

MY COMMISSION EXPIRES: 9-15-05

(SEAL)

Inst # 2002-16439
04/09/2002-16439
11:55 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
021 HSB 71.00

10/8/01