

STATE OF ALABAMA)
COUNTY OF SHELBY)

DECLARATION OF PROTECTIVE COVENANTS
FOR
AUTUMN CREST ESTATES

KNOW ALL MEN BY THESE PRESENTS, THAT:

Whereas, the undersigned, J. ANTHONY JOSEPH, CALARONAN DEVELOPMENT CORP. and AUTUMN LAKES, LLC, is the owner of all the lots in AUTUMN CREST ESTATES, which is more particularly described by metes and bounds legal description attached hereto and made a part hereof as Exhibit "A".

Whereas, the undersigned J. ANTHONY JOSEPH, CALARONAN DEVELOPMENT CORP. and AUTUMN LAKES, LLC, herein after referred to as "OWNER" is desirous of establishing restrictions and limitations applicable to all lots owned by them in said development.

Now, therefore, the undersigned J. ANTHONY JOSEPH, CALARONAN DEVELOPMENT CORP. and AUTUMN LAKES, LLC does hereby adopt the following restrictions and limitations which are as follows:

ARTICLE I
PURPOSE

For interpreting and applying these protective covenants, their purpose shall be deemed to be to allow the purchasers of lots in Autumn Crest to enjoy the pleasures and benefits of a rural life style with minimum restrictions while simultaneously imposing reasonable requirements and controls on construction, maintenance and other activities within the subdivision in order to provide for the safety of the purchasers and to preserve the beauty and value of their property.

ARTICLE II
EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS

- A. That said property shall be used for residence and non-commercial recreational and agricultural purposes only and not for any purpose of business or trade.
- B. Any residence constructed shall be a one family dwelling.
- C. A secondary residence may be constructed to be a guesthouse on any lot but only one such guesthouse per lot. If a guesthouse is built, the guesthouse may not be sold separately from the sale of the main dwelling.
- D. No main dwelling shall be erected in said development unless the following listed minimum square footage requirements are complied with (exclusive of porches or garages).
- E. One story structure, 2800 square feet of finished and heated living area, excluding basement. All floor plans and elevations to be approved by the ACC.
- F. One and one-half (1 ½) story structure, a minimum of 2400 square feet on the first floor and a minimum of 850 square feet on the second level.
- G. Two (2) story structure, a minimum of 1600 square feet on each floor.

H. A secondary residence such as a guesthouse will have minimum square footage of 1800 in one level, 2000 square feet in 1 1/2 story, 1000 square feet on each level of a two story.

I. No trailer or other temporary residence shall be maintained on any lot except that a permanent bath equipped with a septic system and approved by the Architectural Control Committee (ACC) (see Article M) may contain guest quarters and be used indefinitely as a part-time basis and may be used for up to a maximum of two (years) as a temporarily full time residence while a permanent residence is being built. The Architectural Control Committee will have to approve this in writing. When using a barn as a temporary or part-time residence or guesthouse quarters, the lot owner shall be knowledgeable of and fully comply with all relevant requirements of the Shelby County Health Department. Guest quarters in a permanent barn may be in addition to the guesthouse allowed in paragraph C.

J. A barn or stable for horses and/or storage of boats, lawn equipment, etc. and/or for guest quarters may be constructed and must be approved in writing by the Architectural Control Committee. The ACC must be given a construction plan and must show the location of the structure on the lot.

K. Fences may be erected with approval of the Architectural Control Committee. No razor wire or barbed wire fencing will be allowed. Chain link, wire or metal fencing (other than wrought iron) may not be used in view of roads or in the lake buffer area specified in Article V. Use of chain link, wire or metal fencing in other areas must be approved in writing to the ACC. Privacy type fencing may not be erected in front of a dwelling, in the lake buffer area specified in Article V, or closer to the road than the minimum setback distance of seventy-five (75) feet.

L. No lot may be subdivided or reduced in size.

M. Dogs and cats are allowed-limited to 5 each per lot. Horses,cattle and sheep are allowed- limited to 8 per 20 acres. Lot #1 shall be limited to four (4) horses. Pets shall not create a nuisance to surrounding lot owners nor be vicious in nature. It shall be within the authority of the ACC to determine what constitutes a nuisance, disturbance or vicious in nature.

N. No commercial vehicles may be stored or maintained on any lot. A motor home, travel home, recreational vehicle, camper, or boat may be stored out of view from the street and other lots (but in no case in front of the house) or may be stored in the barn if one is constructed. Outdoor storage of abandoned or inoperable vehicle, shall not be allowed. Boats used in development lakes may be kept at the lake.

O. No more than six (6) cars shall be regularly maintained outside at any single lot.

P. No exterior radio, television antennas, or satellite dishes shall be permitted in front of a dwelling or if they are visible from the street, approval of Architectural Control Committee is needed.

ARTICLE III

ARCHITECTURAL CONTROL COMMITTEE AND PLAN APPROVAL

A. The Architectural Control Committee shall consist of Anthony Joseph, and Michael Butts. The majority of the committee may designate a representative to act for it in the event of death or resignation of any

member of the committee. Remaining members shall have full authority to designate a successor.

B. No buildings or outbuildings of any type, no dock, pier, gazebo or fence shall be erected, placed or altered on any lot until the construction plans and the specifications and the plans showing the location of the construction have been approved by the Architectural Control Committee. Outbuildings with an industrial or commercial appearance will not be allowed.

C. One set of prints of the drawings (herein referred to as "plans") for each house or other structure (such as a barn or stable) 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 the office of Anthony Joseph.

D. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fail to approve or disapprove within 30 days after plans and specifications have been submitted to it or in any event if no suit to enjoin the construction has been commenced after the completion thereof, approval will not be required and the related covenant shall be deemed to have been fully complied with.

E. When the developer has sold all the lots in Autumn Crest, the ACC will be comprised of four (4) individuals who are lot owners of the lots within the property and at such time the affirmative vote of a majority of the members of the committee shall be required in order to issue any permit and authorization set forth herein.

ARTICLE IV

SEPTIC TANKS

A. All septic tanks must be of an improved type, such tanks together with adequate field lines must be approved and completely acceptable to the Shelby County Health Department. No septic tank or field line shall be constructed within 20 feet of an adjoining property line. No sewer or drainage lines shall be constructed or laid which shall empty on or become a nuisance to an adjoining lot, property line or road. Field lines must be laid so that they are seventy-five (75) feet from the lakeshore line, and fifty (50) feet from any stream flowing into the lake.

ARTICLE V

LAKES

A. Private Use

Each lake lot owner may use the lake(s) that their lot touches. The lakeshore of each lot owner is for their exclusive use; however, the owners of a lake lot shall be entitled to use the entire surface of the lake(s) benefitting such lot. No lake lot owner shall allow guests or invites the use of the lake unless such lot owner is present at the time of such use. With the approval of the ACC, lot owners may construct additional lakes for their exclusive use. Such lakes shall not be subject to the provisions of this paragraph.

B. Restrictions

1. No boathouses will be constructed on the lakes.
2. Boats and other machinery. Under no circumstances shall the following be permitted access to the lake.
 - a. Boats in excess of 14 feet.

- b. Boats or other machinery operated by gasoline powered motors.
- c. Boats or other machinery traveling at speeds in excess of 15 miles per hour.
- d. Only boats or machinery operated by means of oars, paddles, or by electric motors shall be permitted in the lake.

3. No lot owner shall make such use of the water in the lakes so as to cause the lake water to diminish below natural state.

4. Each lake lot owner shall carry liability insurance in an amount of no less than \$500,000 specifically covering causality and liabilities which may result from the existence or use of the lake.

5. Piers and or docks shall be constructed in accordance with the following criteria:

- a. Any such structure shall not extend beyond twelve (12) feet from the lake bank.
- b. The highest point permitted for the floor of such structure shall be two (2) feet above the average water level of the lake.
- c. Only one dock or pier per lot shall be permitted.
- d. All docks and/or piers must be approved by the ACC.
- e. Each lake lot owner shall maintain and supervise a thirty-five (35) foot buffer zone from the edge of the lake into such lot to enhance beauty of the lakes and prohibit unsightly encroachments.

f. The lakes shall be maintained by the appropriate lake lot owners. No lake lot owner shall permit nor cause any discharge into the lakes.

g. The aspects of this declaration relative to the lakes as set forth in this article are not subject to termination as herein after set out without the affirmative vote of all of the lake lot owners.

h. Pesticides and other chemicals. The owner shall not use or suffer the use of any pesticides or other toxic, hazardous or harmful chemicals for any purpose whatsoever in twenty (20) feet of the lake. Any such chemicals used as applied more than twenty (20) feet of the lake shall be used or applied as to prevent the spread or dissemination of such chemicals to the lake. The ACC may provide approval for limited use of herbicides within twenty (20) feet of the lake for control of poison ivy and other nuisance undergrowth.

i. Maintenance of lake. Each owner shall be responsible for the maintenance and up keep of that portion of the bank of the lake which is included in such owners property. The bank of the lake shall be maintained in a reasonable manner at the sole cost and expense of the owner who owns such portion of the lake bank. Such general maintenance shall include at a minimum, mowing grass, trimming hedges and shrubbery, cutting weeds and removing all trash. No owner, family member or guest shall permit trash or debris to be placed or to remain in the lake or along the lake bank, nor shall any owner permit sewage or other waste to be discharged into

the lake. Maintenance needed to ensure structural integrity of the dam, including keeping the dam clear of trees and burrowing animals and effecting any dam seepage, erosion or degradation of road crossing over the dam, shall be promptly carried out when required and all owners sharing a lake shall share in the cost of the maintenance or repair. Each lot owner's share of the cost will be calculated based on each lot owner of lots fronting on the lake, including lots still held by the developer, paying an equal share for each lot owned.

j. Vector control. The ACC may engage a firm for the purpose of controlling mosquitoes on the property. In the event of such elections, each owner of a lot within the property shall bear his or her prorata share of the periodic costs of the service.

C. Water Level Fluctuations

By acceptance of a lake lot deed, each owner of a lake or portion of a lake acknowledges that the water level of the Lake is subject to significant fluctuations. The developer shall have no responsibility whatsoever for maintaining the Lake at any particular or certain water level, nor shall the developer be responsible for the quality of water in the lakes.

ARTICLE VI ENTRANCES

A. Entrance maintenance, landscaping, lighting and waterfall, etc. The developer may elect to construct gates, lighting, landscaping, waterfalls, or other amenities at the entrance to Autumn Crest, which shall

all be deemed as Common Areas. The developer will be responsible for above costs until all lots are sold that are accessed by such entrance. At this time the above expenses become those of the lot owners for said entrance. The annual maintenance fees paid by the lot owners in ARTICLE IX will be used to pay the above expenses.

ARTICLE VII

ROADS AND DRIVEWAYS

- A. Roads in Autumn Crest are private roads.
- B. For the safety of development residents, a speed limit of 25 miles per hour shall be posted and observed by all lot owners and their guests on all roads and driveways located on access easements.
- C. Road easements. Lot owners are responsible for maintaining road easement in a reasonable manner. As a minimum, mowing grass, cutting weeds and undergrowth and removing all trash.
- D. The cost of maintenance of the entrance road and of that portion of developer installed roadways, will be the responsibility of the developer until all lots are sold. Once the final coating has been applied, the cost of road maintenance will be the responsibility of lot owners serviced by each respective entrance road and the cost of such maintenance shall be shared equally by such lot owners serviced by said entrance road.
- E. Driveways. All driveways servicing any lot shall be concrete or asphalt for at least one hundred (100) feet from the road servicing each lot. A road from the primary dwelling to the barn or stable may be constructed.

F.

WARNING

Use of the private road during construction and thereafter is restricted by agreement to the following:

1. NO CONCRETE TRUCK SHALL CARRY MORE THAN 7 CUBIC YARDS OF MATERIAL.
2. ALL DUMP TRUCKS HAULING PAY LOADS ARE LIMITED TO A MAXIMUM OF 18 TONS OF MATERIAL.
3. ALL VEHICLES SHALL LIMIT TRACKING OF MUD ONTO PAYMENT. TRACKING MUST BE CLEANED UP BY VIOLATORS/OWNERS.
4. ALL CONTRACTORS/OWNERS SHALL USE GOOD EROSION CONTROL PRACTICES AND KEEP A CLEAN WORK PLACE.
5. ALL COST OF REPAIR OR CLEAN UP OF ROADWAY DUE TO VIOLATION OF THIS NOTICE AND OR AGREEMENT SHALL BE THE SOLE RESPONSIBILITY OF SAID VIOLATOR/OWNER.

ARTICLE VIII
AUTUMN CREST OWNERS ASSOCIATION

A. Every owner of a lot in Autumn Crest Estates is subject to assessment and shall be a member of the Association (hereinafter "Association"). Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to the provisions of the Protective Covenants.

B. The Association shall have one (1) class of voting membership. The members shall be owners and shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any lot. (See Article XI for rules governing voting.)

C. The initial annual assessment of One Thousand and 00/100 Dollars (\$1,000.00) to be paid for the maintenance of the common easement, entrance way, landscaping, waterfall and any other deemed common area maintenance within the subdivision. The assessment will be due and payable to the Autumn Crest Owners Association and hereinafter will be not be prorated at the closing, but will be an initial fee to establish a maintenance fund.

ARTICLE IX
COVENANTS FOR MAINTENANCE ASSESSMENTS

A. Affirmative Covenant to Pay Assessments. Each owner, by acceptance of a deed of 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 determined in accordance with the provisions of this Declaration.

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 improvement, preservation, maintenance and administration of the Common Areas and of any easement in favor of the Association or owners and for the establishment of reserves therefore, 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 (as defined in Section VII below) and such other recurring or projected expenses as 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 Section C above, 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, or expected or unexpected repair to or replacement of any of the Common Areas, including any fixtures and personal property related thereto.

E. Duties of the Board of Directors. The Board of Directors of the Association shall fix the amount of all Assessments, the date of commencement for each Assessment; and the due date of such Assessment, or a per lot 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. Date of Commencement and Due Date for Assessments. The liability of any lot for any Assessment shall commence on the date or dates (which shall be the first day of a 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.

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

H. Certificates concerning Assessments. The association, shall upon demand at any time, furnish to any Owner liable for any Assessment or his designee 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.

I. Liability of Owners for Assessments.

1. 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 be abandonment of the lot or in any other manner except as provided in subparagraph (b) below.

J. 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. The personal obligation of any Owner to pay such Assessment, however, shall remain his or its personal obligation and shall not pass to any successors or assigns unless expressly assumed by them.

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 interest rate allowed by 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 the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include the aforesaid interest on the

Assessment as above provided and reasonable attorneys' fees to be fixed by the court, together with the costs of the action. The lien granted to the Association shall further secure such advances 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 Office of the Judge of Probate 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, late charges, costs, attorneys' fees and advances 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 Office of the Judge of Probate 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 shall be instead collectible from all Owners, including such acquirer, its successors and assigns. 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

proposes to make a loan secured by a mortgage on a Lot, may, by written request, inquire of the Association whether the Lot is subject to any Assessments and the due date of any such Assessments and the amount of interest due on any delinquent Assessments and an authorized representative of such Association shall give the requesting party a written response, providing all such information, within ten days of the Association's receipt of such inquiry and such response shall be binding upon the Association. If the response is incorrect or if the Association does not make such response within said ten-day period, any such assessment shall not be an obligation of such purchaser or a lien on the Lot, but shall continue to be a personal obligation of the Owner of the Lot.

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

K. Exempt Property. The Board of Directors shall have the right to exempt any portion of the Property from the assessments, charge and lien created herein provided that such part of the Property exempted is used (and as long as it is used) for any of the following purposes:

1. As an easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
2. As Common Area as defined in **Article IV, paragraph A**, hereof;

3. As Property exempted from ad valorem taxation by the laws of the State of Alabama, to the extent agreed to by the Association.

ARTICLE X

COMMON EXPENSES

The following are certain expenses with respect to the Common Areas which are hereby declared to be Common Expenses which the Association is obligated to collect by Assessment and which Owners are obligated to pay as provided in Article IX hereof. The enumeration below of these expenses shall in no way limit the Association from considering other expenses incurred in managing the Association or any part of the Common Areas and/or the Property as expenses subject to collection by Assessment.

A. Maintenance and Repairs of Common Areas. The cost and expense to keep and maintain the Common Areas in good and substantial repair and in a clean, attractive, and sanitary condition.

B. Management. The cost and expense of such (i) employees or agents, including professional management agents, accountants and attorneys, and (ii) materials, supplies and equipment as may be needed to provide for the management, supervision and maintenance of the Common Areas.

C. Fidelity and Directors' Insurance. Fidelity and Directors' Insurance covering all directors, officers and employees of the Association and all managing agents who handle Association funds, if any.

D. Enforcement Declaration and Rules and Regulations. 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, the By-Laws or this Declaration.

ARTICLE XI

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

A. Membership. Every Owner, including the Developers, shall, for so long as it is an owner, at all times be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot. Membership shall attach automatically upon the acceptance of delivery of the instrument of transfer of such ownership interest, provided that such instrument is promptly recorded in the Office of the Judge of Probate of Shelby County, Alabama, and a true copy of such recorded instrument is promptly delivered to the Association. Membership shall terminate automatically upon the tendering of delivery of an instrument of transfer of such ownership interest (provided such tender is accepted), or upon such ownership interest being divested in some other manner.

B. Voting. Subject to the restrictions hereinafter set forth, each member shall be entitled to one (1) vote for each Lot in which he holds the interest required for membership. When one or more persons hold such interest, all such persons may be members, and the vote(s) for such Property shall be exercised in the manner set forth in the By-Laws, but in no event shall more than one vote be cast with respect to any one Lot. There shall be no fractional voting. The votes of an Owner of more than one Lot cannot be divided for any issue and must be voted as a whole. Except where otherwise required under the provisions of this Declaration, the Articles or the By-Laws, the affirmative vote of Owners who own a majority of the total Lots of the Property that are represented at any

meeting of members duly called, and at which a quorum is present,, shall be binding upon the members. Voting may take place by proxy executed and delivered in the manner set forth in the By-Laws.

Notwithstanding the provisions of this Article XI, the Developers shall have the right to elect the members of the Board of Directors of the Association, and in the event of vacancies, the Developers shall fill vacancies, until such time as all Lots have been sold to Owners other than Developers, or the Developers elect, as their option, to terminate their control of the Association, whichever first occurs.

ARTICLE XII

GENERAL REQUIREMENTS

- A. Outside air conditioning units may not be visible from the street. No window units or through-the-wall units shall be allowed.
- B. Location of swimming pools must be approved by the ACC. No swimming pool shall be allowed unless it can be determined that draining of the pool can be accomplished without adversely impacting adjoining lots or subdivision lakes.
- C. No treehouses can be built within view of the street or lakes without written approval of the ACC.
- D. All basketball goals shall be attached to a goal post and no goals may be attached to the dwelling.
- E. All yards must be landscaped so as to blend harmoniously with the dwellings and lots in the development. Seeding or sprigging allowed in

pastures but not in front yard. All natural areas around homes and along roads must be regularly and attractively maintained.

F. It is the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkempt conditions or grounds which shall tend to decrease the beauty of the neighborhood as a whole.

G. Lot owners shall use commercial garbage and trash disposal services and shall not burn, bury or otherwise dispose of garbage or trash on the property.

H. All dwellings must contain wooden or vinyl window frames. Aluminum window frames are prohibited.

I. The pitch of the roof on the dwelling must be at least 6 in 12 or more.

J. Mailboxes will be furnished by the builder.

K. No wooden front stoops shall be permitted. All front stoops must be brick or masonry.

L. No noxious, illegal or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or to the neighborhood.

M. No use of fireworks shall be allowed on the property unless the activity is supervised by an adult lot owner. Use of fireworks shall not be allowed at anytime during dry or drought conditions when risk of fire is present.

N. No lumber, metals, bulk or scrap materials shall be stored or allowed to accumulate on any lot, except those materials used during the construction of an approved structure or improvement.

O. No sign of any kind shall be displayed to the public view on any lot except, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

P. No clear cutting of timber shall be allowed except after approval by the ACC of a written request specifying the area(s) to be cut.

Q. No building shall be located on any lot nearer than seventy- five (75) feet to the front lot line. No building shall be located nearer than thirty (30) feet to the interior lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building, provided however, that this shall not be construed to permit any portion of the building on a lot to encroach upon another lot.

R. Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved as set out in the recorded plat. The granting of this easement or right of access shall not prevent the use of the area by the owner for the permitted purpose except for building. A right of pedestrian access shall also be granted on each lot, from the front line to the rear lot line, to any utility company having an installation in the easements.

S. The restrictions shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease. In the event of any conflict, the most restrictive provision

of such laws, rules, regulations, deeds, leases or the restrictions shall be taken to govern and control.

T. Any person purchasing a lot or lots in the referenced development shall execute an agreement with the developer to abide by the protective covenants and to construct houses in accordance with the architectural standards established by the Architectural Control Committee.

U. It is understood and agreed that said conditions, limitations, and restrictions shall attach to and run with the land for a period of twenty-five (25) years from date hereof, at which time said restrictions and limitations shall automatically extend for successive periods of ten (10) years, unless by vote of a majority of a three-fourths (3/4) then owners of the lots, each owner casting one vote for each lot owned, it is agreed in writing to change said restrictions in whole or in part. If the parties hereto, or any of them, or their heirs, or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning real property situated in said development or subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing or to recover damages or other dues from such violations.

V. Owners, their heirs, executors, assigns and successors, reserve the right to modify, release, amend, void, transfer, or delete all of the rights, reservations and restrictions herein set forth, or the right to modify, release, amend, or void any one of them or more of the said set forth restrictions on lots, and lakes belonging to them subject to the written approval of 2/3 of the owners of lots not owned by them.

ARTICLE XIII
ANNUAL FEES

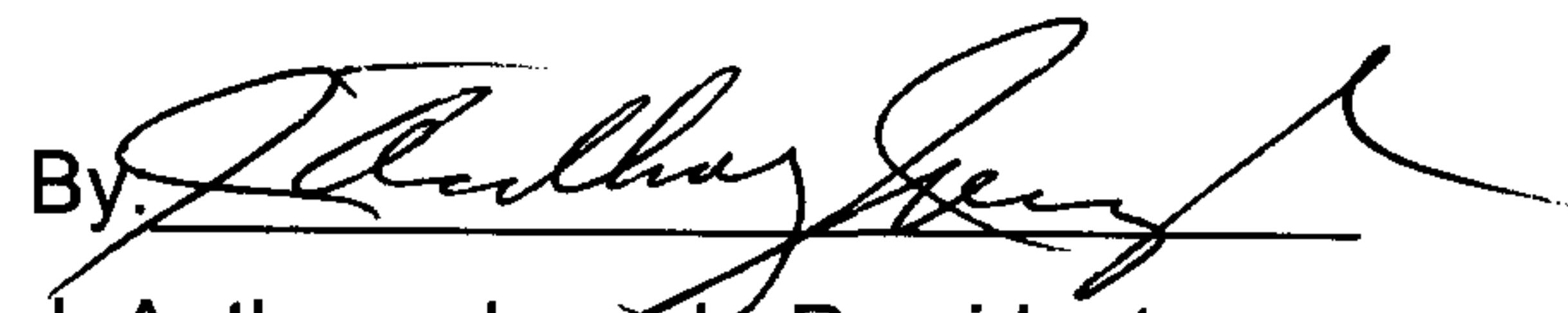
Each lot owner will pay an initial maintenance fee of \$1000.00 at the time lot is purchased. This money to be held in escrow in an interest bearing account until spent. The annual fee as established by the ACC or Association will be due during January of each year. This money will be for maintaining the roads, entrance lighting, waterfall, and all other entrance amenities, including landscaping. Collection of these fees may be administered by the ACC or the Association.

Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions that shall remain in full force and affect.

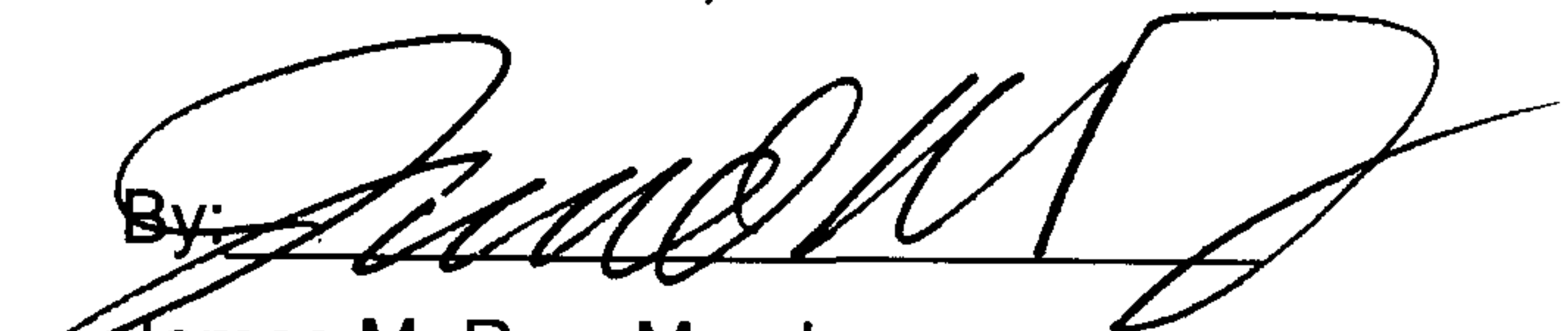
IN WITNESS WHEREOF, the said J. ANTHONY JOSEPH, CALARONAN DEVELOPMENT CORP. and AUTUMN LAKES, LLC, has here-unto set his/its signature(s) and seal(s) on this the 15th day of April, 2002.


J. Anthony Joseph

CALARONAN DEVELOPMENT CORP.

By: 
J. Anthony Joseph, President


AUTUMN LAKES, LLC

By: 
James M. Ray, Member

STATE OF Alabama)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County and for said State, hereby certify that **J. Anthony Joseph**, 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 conveyance, he, executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this the 15th day of April, 2002.



NOTARY PUBLIC

My commission expires: 6-5-2003

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County and for said State, hereby certify that J. Anthony Joseph, whose name as President of **CALARONAN DEVELOPMENT CORP.**, a corporation, 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 conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this the 15 day of April, 2002.


NOTARY PUBLIC
My commission expires: 6-5-2003

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County and for said State, hereby certify that James M. Ray, whose name as Member of **AUTUMN LAKES, LLC**, an Alabama limited liability company, are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal of office this the 15 day of April, 2002.

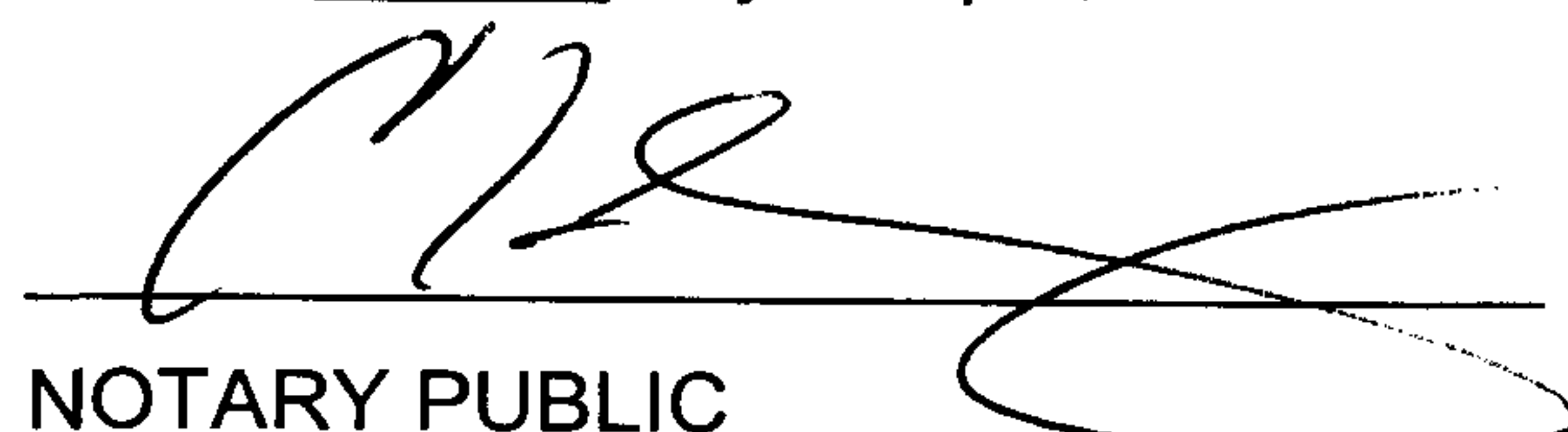

NOTARY PUBLIC
My commission expires: 6-5-2003

Exhibit A

Legal Description

Township 20 South, Range 1 West, Shelby County, Alabama

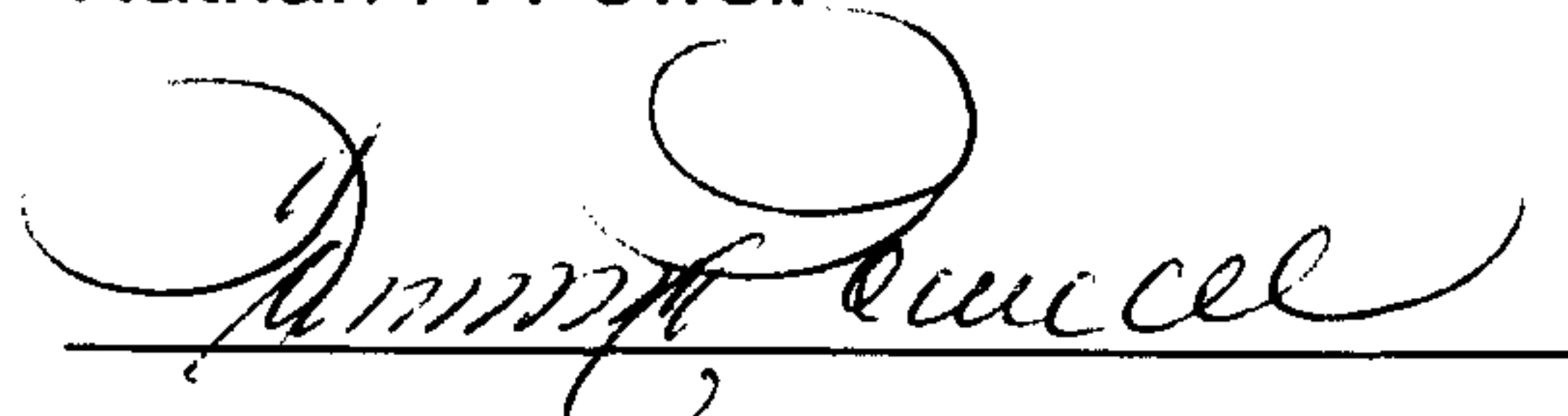
- Section 10: The North one-half of the Northwest Quarter (N $\frac{1}{2}$ of NW $\frac{1}{4}$);
The Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ of NE $\frac{1}{4}$);
The Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ of NE $\frac{1}{4}$) less
and except ten (10) acres on the North side;
- Section 11: A part of the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ of
NW $\frac{1}{4}$) described as follows:
- Begin at the Northwest corner of Section 11, and run South along
the section line 498 feet to the point of beginning of the property
herein described; thence continue South along the Section line a
distance of 873 feet, more or less, to the Southwest corner of the
Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ of NW $\frac{1}{4}$) of Section
11; thence East a distance of 87 feet, more or less, to the center
line of Shelby County Highway No. 47; thence in a Northerly
direction following the center line of said Highway a distance of
875 feet, more or less, to a point; thence, West for a distance of
96 feet, more or less, to the point of beginning; this includes all
that part of the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ of
NW $\frac{1}{4}$) of Section 11, lying West of the center line of Highway No. 47
that was owned by James Wade Foster, Jr. and Mary C. Foster at the
time of this conveyance in Shelby County, Alabama. Less and except
any part lying within road right-of-way.

CONSENT OF LOT OWNERS

The undersigned are the owners of property described in Exhibit "B", said property being in Autumn Crest Estates.



Nathan F. Powell



Tammy Powell

State of Alabama)
County of Jefferson)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Nathan F. Powell and Tammy Powell, whose name(s) is/are signed to the foregoing conveyance and who is/are known to me acknowledged before me that being informed of the contents of the conveyance he/she/they has/have executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 22nd day of May, 2002.


Notary Public

My Commission Expires: 6-5-2003

EXHIBIT "B"
LEGAL DESCRIPTION

Commence at the Southeast corner of the NE 1/4 of the NE 1/4 of Section 10, Township 20 South, Range 1 West, Shelby County, Alabama, said point being located on the Northerly boundary of Tara Drive and being the point of beginning from this beginning point proceed South 88 degrees 43 minutes 04 seconds East along the South boundary of the NW 1/4 of the NW 1/4 of section 11, Township 20 South, Range 1 West and along the Northerly boundary of said Tara Drive for a distance of 46.01 feet to a point on the Westerly right of way of Shelby County Highway No. 47; thence proceed North 13 degrees 37 minutes 59 seconds West along the Westerly right of way of said road for a distance of 80.73 feet; thence proceed North 07 degrees 25 minutes 53 seconds West along the Westerly right of way of said road for a distance of 154.80 feet; thence proceed North 00 degrees 43 minutes 26 seconds East along the Westerly right of way of said road for a distance of 186.49 feet; thence proceed North 06 degrees 01 minutes 38 seconds East along the Westerly right of way of said road for a distance of 92.01 feet; thence proceed South 87 degrees 10 minutes 51 seconds West for a distance of 169.64 feet; thence proceed South 72 degrees 03 minutes 42 seconds West for a distance of 144.00 feet; thence proceed South 86 degrees 38 minutes 14 seconds West for a distance of 260.71 feet; thence proceed North 63 degrees 19 minutes 14 seconds West for a distance of 259.85 feet; thence proceed North 78 degrees 15 minutes 27 seconds West for a distance of 215.95 feet; thence proceed North 78 degrees 15 minutes 27 seconds West for a distance of 319.16 feet; thence proceed South 47 degrees 40 minutes 20 seconds West for a distance of 332.64 feet; thence proceed South 03 degrees 34 minutes 16 seconds West for a distance of 480.16 feet to a point on the South Boundary of the NW 1/4 of the NE 1/4 of Section 10; thence proceed North 88 degrees 46 minutes 39 seconds East along the South boundary of said NW 1/4 of the NE 1/4 and along the South boundary of the NE 1/4 of the NE 1/4 for a distance of 661.32 feet to a ½" rebar in place; thence proceed North 88 degrees 43 minutes 04 seconds East along the South boundary of said NE 1/4 of the NE 1/4 and along the Northerly boundary of said Tara Drive for a distance of 917.74 feet to the point of beginning. Being located in the NW 1/4 of the NE 1/4 and the NE 1/4 of the NE 1/4 of Section 10 and the NW 1/4 of the NW 1/4 of Section 11, all in Township 20 South, Range 1 West, Shelby County, Alabama.

ALSO granted a 60 foot ingress/egress easement, being 30 feet in equal width on each side of the following described line:

Commence at the Southeast corner of the NE 1/4 of the NE 1/4 of Section 10, Township 20 South, Range 1 West, Shelby County, Alabama, said point being located on the Northerly boundary of Tara Drive; thence proceed South 88 degrees 43 minutes 04 seconds East along the South boundary of the NW 1/4 of the NW 1/4 of Section 11 and along the Northerly boundary of said Tara Drive for a distance of 46.01 feet to a point on the Westerly right of way of Shelby County Highway No. 47; thence proceed North 13 degrees 37 minutes 59 seconds West along the Westerly right of way of said road for a distance of 80.73 feet; thence proceed North 07 degrees 25 minutes 53 seconds West along the Westerly right of way of said road for a distance of 154.80 feet; thence proceed North 00 degrees 43 minutes 26 seconds East along the Westerly right of way of said road for a distance of 186.49 feet; thence proceed North 06 degrees 01 minutes 38 seconds East along the Westerly right of way of said road for a distance of 92.01 feet to the centerline of said 60 foot easement, said point being the point of beginning. From this beginning point thence proceed South 87 degrees 10 minutes 51 seconds West along the centerline of said easement for a distance of 169.64 feet; thence proceed South 72 degrees 03 minutes 42 seconds West along the centerline of said road for a distance of 144.00 feet; thence proceed South 86 degrees 38 minutes 14 seconds West along the centerline of said easement for a distance of 260.71 feet; thence proceed North 63 degrees 19 minutes 14 seconds West along the centerline of said easement for a distance of 259.85 feet; thence proceed North 78 degrees 15 minutes 27 seconds West along the centerline of easement for a distance of 215.95 feet; thence proceed North 78 degrees 15 minutes 27 seconds West along the centerline of said easement for a distance of 319.16 feet to a point on the West boundary of said NE 1/4 of the NE 1/4 of said Section 10, Township 20 South, Range 1 West, Shelby County, Alabama.

CONSENT OF LOT OWNERS

The undersigned are the owners of property described in Exhibit "C", said property being in Autumn Crest Estates.

A.H. Averyt
A.H. Averyt

Sharon W. Averyt
Sharon W. Averyt

State of Alabama)
County of Jefferson)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that A.H. Averyt and Sharon W. Averyt, whose name(s) is/are signed to the foregoing conveyance and who is/are known to me acknowledged before me that being informed of the contents of the conveyance he/she/they has/have executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 1st day of April, 2002 .

Notary Public

My Commission Expires: 6-5-2003

EXHIBIT "C"
LEGAL DESCRIPTION

Commence at the Southeast corner of the NE 1/4 of the NE 1/4 of Section 10, Township 20 South, Range 1 West, Shelby County, Alabama; thence proceed North 88 degrees 43 minutes 04 seconds East along the South boundary of the NW 1/4 of the NW 1/4 of Section 11 and along the North boundary of Tara Drive for a distance of 46.01 feet to its point of intersection with the Westerly right of way of Highway 47; thence proceed North 13 degrees 37 minutes 59 seconds West along the Westerly right of way of said Highway for a distance of 80.73 feet; thence proceed North 07 degrees 25 minutes 53 seconds West along the Westerly right of way of said Highway for a distance of 154.80 feet; thence proceed North 00 degrees 43 minutes 26 seconds east along the Westerly right of way of said Highway for a distance of 186.49 feet; thence proceed North 06 degrees 01 minutes 38 seconds East along the Westerly right of way of said Highway for a distance of 92.01 feet to its point of intersection with the centerline of a 60 foot ingress and egress easement, said point being the point of beginning; from this beginning point, thence proceed South 87 degrees 10 minutes 51 seconds West along the centerline of said easement a distance of 169.64 feet; thence proceed South 72 degrees 03 minutes 42 seconds West along the centerline of said easement a distance of 144.0 feet; thence proceed South 86 degrees 38 minutes 14 seconds West along the centerline of said easement for a distance of 260.71 feet; thence proceed North 63 degrees 19 minutes 14 seconds West along the centerline of said easement for a distance of 259.85 feet; thence proceed North 78 degrees 15 minutes 27 seconds West along the centerline of said easement for a distance of 215.95 feet; thence proceed North 02 degrees 43 minutes 55 seconds West for a distance of 404.68 feet; thence proceed North 88 degrees 23 minutes 55 seconds East for a distance of 1091.11 feet to a point on the Westerly right of way of said Highway 47; thence proceed South 06 degrees 40 minutes 22 seconds West along the Westerly right of way of said highway for a distance of 565.56 feet to the point of beginning. The above described land is located in the NE 1/4 of the NE 1/4 of Section 10 and the NW 1/4 of the NW 1/4 of Section 11, Township 20 South, Range 1 West, Shelby County, Alabama.

ALSO granted a 60 foot ingress/egress easement, being 30 feet in equal width on each side of the following described line:

Commence at the Southeast corner of the NE 1/4 of the NE 1/4 of Section 10, Township 20 South, Range 1 West, Shelby County, Alabama, said point being located on the Northerly boundary of Tara Drive; thence proceed South 88 degrees 43 minutes 04 seconds East along the South boundary of the NW 1/4 of the NW 1/4 of Section 11 and along the Northerly boundary of said Tara Drive for a distance of 46.01 feet to a point on the Westerly right of way of Shelby County Highway No. 47; thence proceed North 13 degrees 37 minutes 59 seconds West along the Westerly right of way of said road for a distance of 80.73 feet; thence proceed North 07 degrees 25 minutes 53 seconds West along the Westerly right of way of said road for a distance of 154.80 feet; thence proceed North 00 degrees 43 minutes 26 seconds East along the Westerly right of way of said road for a distance of 186.49 feet; thence proceed North 06 degrees 01 minutes 38 seconds East along the Westerly right of way of said road for a distance of 92.01 feet to the centerline of said 60 foot easement, said point being the point of beginning. From this beginning point thence proceed South 87 degrees 10 minutes 51 seconds West along the centerline of said easement for a distance of 169.64 feet; thence proceed South 72 degrees 03 minutes 42 seconds West along the centerline of said road for a distance of 144.00 feet; thence proceed South 86 degrees 38 minutes 14 seconds West along the centerline of said easement for a distance of 260.71 feet; thence proceed North 63 degrees 19 minutes 14 seconds West along the centerline of said easement for a distance of 259.85 feet; thence proceed North 78 degrees 15 minutes 27 seconds West along the centerline of said easement for a distance of 215.95 feet; thence proceed North 78 degrees 15 minutes 27 seconds West along the centerline of said easement for a distance of 319.16 feet to a point on the West boundary of said NE 1/4 of the NE 1/4 of said Section 10, Township 20 South, Range 1 West, Shelby County, Alabama.