

STATE OF ALABAMA)
COUNTY OF SHELBY)

Final
5-15-03

**DECLARATION OF RESTRICTIVE COVENANTS FOR
SHIRE VALLEY FARMS**

KNOW ALL MEN BY THESE PRESENTS: That:

WHEREAS, Farmer Development, LLC, ("the Developer") has heretofore acquired fee simple title to certain real property situated in Shelby County, Alabama (the Property). The Property is described on Exhibit A attached hereto and incorporated by reference herein. The Developer has divided the Property into fourteen lots (herein Lots) as shown on the map and survey of Shire Valley Farms as recorded in Map Book 31, Page 70, Probate Office of Shelby County, Alabama (the Record Map). The Property includes two tracts of land (the Tracts) located on the Record Map as "NOT INCLUDED WITHIN THIS RECORD MAP". The Developer intends that the Tracts be subject to this Declaration (as hereinafter defined).

WHEREAS, the Developer desires to develop a residential estate subdivision (the Subdivision) to be known as Shire Valley Farms and in doing so to subject the Property to the restrictions and covenants set forth in this Declaration of Restrictive Covenants for Shire Valley Farms (herein "the Declaration") and

WHEREAS, the Developer desires to subject each Lot and Tract Owner as herein defined to membership in the Shire Valley Farms Homeowners Association, Inc. (the "Association").

NOW THEREFORE, the Developer does, upon recording hereof, declare and make the Property and each of the Lots and Tracts now or hereafter included in the subdivision of the Property subject to the covenants, conditions, restrictions, uses, easements, limitations and affirmative obligations set forth in this Declaration, all of which are declared to be in furtherance of a

plan for the improvement of the Property in a desirable and uniform manner, and all of which shall run with the land and shall be binding on all persons, firms or corporations having or acquiring any right, title or interest in the Property, the Lots, the Tracts, or any part(s) thereof, and shall be for the benefit of each such Owner of Property or interest therein, and shall inure to the benefit of and be binding of an be binding upon each successor in interest to the Owners thereof.

ARTICLE I

DEFINITIONS

For the purposes of this instrument, the following capitalized terms shall have the following meanings:

(a) Lot, means any Lot within Shire Valley Farms as depicted in Map Book 31, Page 70 in the Office of the Judge of Probate of Shelby County, Alabama.

(b) Primary Dwelling, means a single family residential dwelling.

(c) Outbuilding, means a barn, stable, workshop, storage building, boathouse, pier, gazebos or other structure which is not intended for permanent occupancy by human beings.

(d) Structure, means a Primary Dwelling or Outbuilding.

(e) Owner, Tract Owner, or Lot Owner, means in the aggregate, all of the Owners in the aggregate of fee simple interests in and to any Lot or Tract and individually, the owner of a Lot or Tract. Notwithstanding multiple ownership of any Lot or Tract, for the purposes of this instrument, no Lot or Tract shall be afforded more than one vote for any matters contained in this instrument. Owners of Lots or Tracts will have one vote per Lot or Tract owned. If a Lot or Tract is owned by more than one person or by an entity (other than a natural person), the Owner (or other natural person, if the Owner is an entity other than a natural person) entitled to cast the vote appurtenant to said Lot or Tract shall be designated by the Owners of a majority interest

in the Lot or Tract. A voting member must be designated as the person entitled to cast the vote for all such owners of that Lot or Tract by a statement filed with the Association, in writing, signed under oath by the Owners of a majority interest in the Lot or Tract. The designation may be revoked and a substitute voting member designated at any time at least five (5) days prior to any meeting. If a designation of a voting member is not filed at least five (5) days prior to any meeting, no vote shall be cast at such a meeting by or for said Lot or Tract Owner(s).

(f) Mortgagee, means the holder of any mortgage encumbering any Lot or Tract within the Property.

(h) Service Providers, means all providers of services for the maintenance, protection and benefit of the Lots or Tracts and the Lot or Tract Owners including, but not limited to, fire departments, law enforcement agencies, utility providers, postal service, garbage collectors and any other provider of service which would benefit the Lots, Tracts or Lot or Tract Owners.

(i) Tract, means those parcels of real property which are more particularly described on Exhibits B and C, attached hereto and incorporated by reference herein. Notwithstanding anything to the contrary contained in this Declaration, Developer expressly reserves the right to divide the real property described on Exhibit C into no more than two parcels of land after such division.

(j) Utility Companies, means all entities providing utility services to the Property including, but not limited to power, water, gas, telephone and cable television.

ARTICLE II

Land Use

The Property and Lots and Tracts located therein will be used for residential or agricultural purposes only and not for any business or trade. Home offices are allowed, however, such allowance is intended only to allow individual work at a structure located on a Lot or Tract, but not the conduct of business with the presence of the general public at the Property.

ARTICLE III

Building Requirements

- (a) **MINIMUM STRUCTURE SIZE OF PRIMARY DWELLING.** No Lot or Tract shall contain more than one Primary Dwelling and no Primary Dwelling shall be erected on any Lot or Tract if such dwelling contains less than 2200 square feet of living space, for a single story dwelling, and not less than 2600 square feet of living space for a 1½ story or 2 story dwelling, with no less than 2000 square feet on the main level. Living Space is defined as heated and finished areas and does not include porches, garages, basements, carports or attics.
- (b) **EXTERIOR MATERIAL.** No Primary Dwelling or Outbuilding as hereinafter allowed shall use the following materials which shall be visible on the exterior of any such building: (a) concrete block; or (b) stucco over concrete block.
- (c) **DRIVEWAYS.** All driveways servicing any Lot or Tract shall be gravel or asphalt.
- (d) **BUILDING LOCATION.** No Structures, other than fences, shall be located any closer than 200 feet from any road within the Property (the Road) nor shall any Structure other than fences be located any closer than 100 feet from any non-Road Lot line or Tract line.
- (e) **FENCING.** The ARC shall have the right to approve any proposed fencing. Only wooden fencing or fencing approved by the Architectural Review Committee will be allowed. Certain types of wire or vinyl fencing will be allowed if not easily visible from

The Road.

(f) **TEMPORARY STRUCTURES AND OUTBUILDINGS.** No mobile homes or temporary dwellings shall be built and used for residential purposes. Guest houses and other Outbuildings shall, subject to the approval of the Architectural Review Committee be allowed.

(g) **DESIGN CRITERIA.** The objective of the Architectural Review Committee hereinafter established is to provide for the quality development of all of the Lots or Tracts within the Property.

(h). **SEPTIC TANKS.** 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 Lot or Tract line. No sewer or drainage lines shall be constructed or laid which shall empty on or become a nuisance to an adjoining Lot or Tract, property line, or the Road.

(i) **WINDOWS.** Only wooded or aluminum clad wooden windows are permitted on any side of a Structure facing the Road. Otherwise wooden, aluminum clad or vinyl windows may be used on Structures.

(j) **THE ROOF.** Pitch on any Structure shall not be less than 8 and 12 unless first approved in writing by the Architectural Review Committee.

(k) **ALL** Primary Dwellings will have brick, stone or dryvit type product on all four sides of the foundation, no exposed block. All Structures are to be of traditional styling and approved in writing by the Architectural Review Committee.

(l) **NO CANTILEVERED** CHIMNEY SHALL BE ALLOWED ON THE FRONT OR SIDES OF ANY STRUCTURE. All chimney chases on the front and side shall be supported by the foundation of the structure and shall be constructed of the same material as used in the foundation. Cantilevered chimney chases may be allowed on the rear by specific approval of the Architectural Review Committee. Bay

windows on the front or side of the dwelling must have a bottom return.

(m) **GARAGES.** Garage doors shall not be permitted on the front of Primary Dwellings. In cases where it is unavoidable due to terrain, the garage interior shall be of sheetrock and painted, unless located on the side or rear of the Primary Dwellings.

(n) **CONSTRUCTION OF IMPROVEMENTS.** When the construction of any Structure is once begun, work thereon must be prosecuted diligently and continuously and must be completed within 12 months.

(o) **ALL** roof vents and pipes shall be painted as near the color of the roof as possible.

ARTICLE IV

ARCHITECTURAL REVIEW COMMITTEE

(a) **APPROVAL OF ARCHITECTURAL REVIEW COMMITTEE.** No structure, building, or fence shall be commenced, erected, placed, moved onto or permitted to remain on any Lot or Tract, nor shall any existing structured upon any Lot or Tract within the Property be altered in any way which materially changes the exterior appearance thereof until same is submitted to and approved by the Architectural Review Committee (herein "the ARC"). The ARC will be provided with such plans and specifications which will be in a form and shall contain such information, as may be required by the Architectural Review Committee and shall include but no necessarily be limited to:

1. a site plan of the Lot or Tract 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 on the Lot or Tract; paint colors preferable should be earth tone. Bright colors are discouraged and will be denied;

2. Any remodeling, reconstruction, alterations or additions to an existing residence shall require the written approval of the Architectural Review Committee.

(b) **COMPOSITION OF THE COMMITTEE.** The Architectural Review Committee (the "Committee"), until termination or modified pursuant to Article IV, Paragraph (j) as hereinafter set out shall be composed of Connor Farmer until such time as the Developer has sold all of the Lots or Tracts within the Property.

The Developer may elect to substitute Connor Farmer with two (2) Lot or Tract Owners prior to selling all the Lot or Tracts. At such time as the Developer has sold all of the Lot or Tracts, the Committee shall be comprised of three (3) individuals who are Lot or Tract Owners who are elected by a majority of the fee simple Owners of the Lot or Tracts 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.

(c) **EVIDENCE OF APPROVAL.** The approval of the ARC shall be evidenced by written permit executed by one or more of the members of the ARC and counter-signed by the applicant therefor.

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 appearance and improvement location only. The purpose of the Committee is to promote quality development on the Tracts and not necessarily to impose requirements concerning the type of structure or the design of such structures in such Tracts. **THE ARC 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 ARC Committee shall have the right to disapprove any plans and specifications submitted for approval for any of the following reasons:

- (A) failure of such plans and specifications to comply with the covenants and restrictions herein set forth;
- (B) failure to include information in such plans and specifications as may have been reasonably requested by the ARC;
- (3) reasonable objection to the exterior design, appearance or materials proposed to be used in any proposed structure;
- (4) incompatibility of use of any proposed structure or improvement with existing structures or uses upon other Lots or Tracts in the Property;
- (5) objection to the site plan, clearing plan, drainage plan for any special parcel;
- (6) failure of plans to take into consideration the particular topography, vegetative characteristics, and natural environs of the Lot or Tract; and
- (7) any other matter which, in the judgment of the Committee, would render the proposed structure, improvement, or uses inharmonious with the general plan of improvement of the Property or with Structures, improvements, or uses located upon Lots or Tracts in the Property.

3. In any case where the ARC shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, the disapproval shall be accompanied by a statement of the grounds upon which such actions were based. If no response is made by the ARC within a thirty (30) day period after submission of such plans and specifications, it shall be deemed that such plans and specifications are approved. In any such case the ARC shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

(e) **RETENTION OF COPY OF PLANS.** Upon approval by the ARC of any plans and specifications, as approved, shall be deposited for

permanent record with the ARC, 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 Lot or Tract, or any new structure or improvement commenced on any Lot or Tract other than in accordance with plans and specifications approved by the ARC pursuant to the provisions of this Article IV, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this covenant, and without the approval required herein, upon written notice from the ARC, any such structure or improvement as altered, erected, placed or maintained shall be corrected as to extinguish such violation.

If fifteen (15) days after the notice of such violation the Owner of the Lot or Tract upon which such violation exists shall not have taken reasonable steps toward the removal or correction of the same, the Committee shall have the right, through its agents and employees, to enter upon such Lot or Tract and to take such steps as may be necessary to extinguish the 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 or Tract in question. The lien provided in this paragraph shall not be valid as against a bona fide purchaser (or bona fide mortgage) of the Lot or Tract 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 or Tract 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 the plans and specifications approved by the ARC, the ARC shall, upon written request of the Owner thereof, issue a certificate of compliance in form suitable for recordation, identifying such structure or improvement is placed, and stating that the plans and specifications, the location of such structure or 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 ARC. Preparation 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 IV, Paragraph (g), shall be prima facie evidence of the facts therein stated, and as to any purchaser or encumbrance 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 or Tract and the use or uses described therein comply with all the requirements of this Article IV, and with all other requirements of this Article IV, and with all other requirements of the Declaration as to which the Committee exercises any discretionary or interpretive powers.

(h) **INSPECTION RIGHTS.** Any agent of the Developer or the ARC may at any reasonable time or times enter upon and inspect any Lot or Tract or any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot or Tract and the maintenance, construction, or alteration of Structures and improvements thereon are in compliance with the provisions hereof; and neither the Developer nor the ARC 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 ARC nor any architect nor agent thereof, nor Owner, nor any partner, agent, or employee of any of the foregoing, shall be responsible in any way for **(i)** any

failure of Structures or improvements to comply with requirements of this Declaration, although a certificate of compliance has been issued; **(ii)** any defect in any plans and specifications submitted, revised, or approved in accordance with the foregoing provisions; or **(iii)** any structural or other defects in any work done according to such plans and specifications, and all persons submitting any such plans and specifications, and 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 in this Section (i) and further agree to and do hereby release said entities and persons for any and every such cause.

(j) DURATION.

1. The rights of the Developer as to the Architectural Review Committee shall terminate upon the earlier of:

(A) the date that the Developer has sold the last Tract he owns within the Subdivision and Property; or

(B) the resignation or inability of Connor Farmer to perform on the ARC.

2. After the Developer's involvement with the ARC has ended, the Committee shall be comprised of at least three (3) people who are fee simple Lot or Tract owners and are designated by a majority vote of the fee simple Lot or Tract Owners.

3. Inactivity of the ARC shall not be deemed a waiver of the rights of the ARC.

ARTICLE V

THE ROAD

There is one road in the Property from County Highway 445 called Shire Valley Road as shown and described on the Record

Map. The Road provides ingress, egress and utilities to all Lots and Tracts except Lot 17. Lot 17 is accessed by the 30 foot easement for ingress, egress, utilities and drainage as shown on the Record Map (the Lot 17 Easement). The Road is a private road.

1. Shire Valley Road.

A. **GRANTS, RESERVATIONS AND CONDITIONS RELATIVE TO THE Shire Valley ROAD.** Developer hereby establishes, reserves and grants, bargains, sells and conveys;

(i) A non exclusive, perpetual easement, fifty (50) feet in width, running with the land for vehicular, pedestrian and horse ingress and egress and for utilities and drainage over, across, above and under (as necessary) Shire Valley Road to all Lots and Tracts and the Owners thereof and their heirs, invitees, successors and assigns.

(ii) To the Service Providers and the utility companies, a non exclusive easement for ingress and egress along Shire Valley Road for the purpose of providing services and utilities to all Lots and Tracts.

TO HAVE AND TO HOLD TO THE HEREIN ABOVE GRANTEES, THEIR HEIRS, SUCCESSORS AND ASSIGNS FOREVER.

B. **MAINTENANCE.** After the Developer Road Maintenance (as herein after defined) has expired, Shire Valley Road and the gate thereon shall be equally maintained by the Owners of all Lots and Tracts through the Association. The Owner of each Lot or Tract shall pay a percentage of such maintenance expense based on a

fraction wherein the numerator is one (1) and the denominator is the aggregate number of Lots and Tracts within the Property.

2. **The LOT 17 EASEMENT.**

A. **GRANTS, RESERVATIONS AND CONDITIONS RELATIVE TO THE LOT 17 EASEMENT.** Developer hereby establishes, reserves and grants, bargains, sells and conveys an exclusive, perpetual easement, thirty (30) feet in width, running with the land for vehicular and pedestrian ingress and egress and utilities and drainage, over, across, above and under as necessary Lot 10 and the service provider to Lot 17 and the Owner thereof and such Owners heirs, invitees, successors and assigns.

TO HAVE AND TO HOLD TO THE HEREIN ABOVE GRANTEE AND TO SUCH GRANTEE'S HEIRS, SUCCESSORS AND ASSIGNS FOREVER.

B. **DEVELOPER ROAD MAINTENANCE PERIOD.** The Developer's responsibility with respect to the Road and gate located thereon is limited to the following:

(i) The Developer, at its expense, shall install a gate and entrance monument within the right of way of Shire Valley Road near the entrance of Shire Valley Road to County Highway 445. The construction and composition of the gate and entrance monument shall be in the sole discretion of the Developer. After having constructed such gate and entrance monument, the Developer shall have no further responsibility with respect thereto.

(ii) The Developer shall perform the following improvements on Shire Valley Road (the Developer Improvements):

Shire Valley Road shall have a surface 20 feet in width (except on the Northerly Extensions as hereinafter defined) with

a 3 inch base and a 2 inch binder coat of asphalt. The Northerly Extensions are defined as those two portions of the Road preceding in a northeasterly directions, one of which ends at Lot 15 and one of which ends at Lot 11. The Northerly Extensions shall have a surface width of 12 feet. After having performed the Developer Improvements, the Developer shall have no further responsibility with respect to Shire Valley Road and no warranty express or implied is given with respect to the Developer Improvements. After the Developer has completed the Developer Improvements, all future maintenance, improvements (including any seal coat of asphalt) or repairs of Shire Valley Road shall be the responsibility of the Association.

(iii) The Developer shall have no obligation to improve the Lot 17 Easement.

C. INDIVIDUAL REPAIR. Notwithstanding any of the provisions of this Article V relating to Road Maintenance, any Owner of a Lot or Tract (their guests, contractors, agents or invitees) that cause(s) extraordinary damage to the Road shall be responsible to immediately repair such damage. Such Owner shall be referred to herein as the Offending Owner. Any damage not repaired by the Offending Owner may be repaired by the Association or the other Owners (after 10 days written notice to the Offending Owner) and the cost of such repair shall be charged to the Offending Owner which charge shall be subject to the provisions of Article VII, Paragraph (o) of these covenants. The Road is designed for light residential traffic and care must be taken during construction by the Owners to not damage the Road by large trucks.

ARTICLE VI

HUNTING AND FIREARMS

Hunting shall be permitted on the Property subject to the

following limitations:

Only shotguns and bow and arrow are allowed. Hunting within a non-wooded area of the Property shall be subject to the requirements of the Association. No rifles shall be used on the Property. Pistols may be used on the Property for incidental target practice and security.

ARTICLE VII

Miscellaneous

(a) **ANIMALS.** No dog kennels for commercial purposes will be allowed. No cows, swine or chickens will be allowed, and no commercial breeding of any animal will be allowed. Horses are allowed, however, there shall be no more than seven (7) horses per Lot or Tract.

(b) **No** obnoxious or offensive activity shall be carried on upon any Lot or Tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Property, the other Lots or Tracts or Lot or Tract Owners, or the Road. Without limiting the generality of the foregoing, it is the intent of the Developer and these covenants to restrict the use of the Property and any Lot or Tract therein which will detract from a high quality residential estate subdivision. Accordingly, no commercial vehicle or any inoperable motor vehicle shall be allowed on the Property. No Lot or Tract shall be used as a dumping ground for rubbish, trash, garbage or other waste and such shall not be kept except in sanitary containers. Each Lot or Tract shall be maintained in a neat and orderly fashion at least to the extent of visibility from the Road, which includes the yard and any shrub beds. No large satellite, microwave dishes or television or radio antennas shall be placed on any Lot or Tract unless approved in writing by the ARC, but in no event

shall large satellite, microwave dishes or televisions or radio antennas be visible from the Roads or the Lake. No Tract shall be cultivated for crops of any sort, except for gardens of reasonable size, which are to be located in the rear of the Primary Dwelling. Pasture areas will not be used for crops or row cropping.

(c) **No** signs of any kind shall be displayed to the public view on any Lot or Tract except one sign of not more than five (5) square feet advertising such Lot or Tract for sale or rent.

(d) **Intentionally deleted.**

(e) During construction, all Builders must keep the homes, garages, and building site clean. All building debris, stumps, trees, etc., must be removed from each building site by the Builder as often as necessary to keep the Lot or Tract attractive. Such debris will not be dumped in any area of the Property. Best management practices shall be implemented and observed during all construction on any Lot or Tract.

Lot owners are responsible for adhering to regulations required by the Alabama Department of Environmental Management (ADEM) during any construction on a Lot or Tract. If a Lot or Tract Owner is notified of an ADEM violation they shall have 15 days after notice to correct any cited problems. If such Lot or Tract Owner does not correct the problems, the Association may correct the problems and assess the costs to the Lot or Tract Owner and use any other remedies to collect expenditures.

(f) **No** Lot or Tract shall be sold or used for the purpose of extending any public or private road, street, or alley, for the purpose of opening any road, street, or alley, except by the prior written consent of the ARC.

(g) **All** mailboxes shall be of a standard design and type as determined by the ARC.

(h) **No** Lot or Tract in the Property may be re-subdivided to

contain less than 20 acres without the express written consent and approval of all of the Lot or Tract Owners and the appropriate government agency. Notwithstanding the foregoing, the Developer expressly reserves the right to subdivide the real property described on Exhibit C attached hereto and incorporated by reference herein into no more than two (2) resulting parcels of land which shall become Tracts for all purposes under this Declaration.

(i) **GRANTEE'S ACCEPTANCE.** The grantee of any Lot or Tract subject to the coverage of this Declaration, by acceptance of the deed or other instrument conveying an interest in or title to, or the execution of a contract for the purpose thereof, whether from Owner or a subsequent Owner of such Lot or Tract, shall accept such deed or other contract upon and subject to each and all of these restrictions herein contained and other easements, restrictions and reservations of record.

(j) **INDEMNITY FOR DAMAGES.** Each and every Lot or Tract Owner and future Lot or Tract Owner, in accepting a deed or contract for any Lot or Tract subject to the Declaration, agrees to indemnify the Developer for any reasonable direct damage (but not consequential damages) caused by such Owner, or the contractor, agent, or employees of such Owner, to the Road or the gate.

(k) **SEVERABILITY.** Every one of the provisions and restrictions is hereby declared to be independent of, and severable from the rest of the provisions and restrictions and of and from every other one of the provisions and restrictions and of and from every combination of the provisions and restrictions.

(l) **EFFECTS OF VIOLATION ON MORTGAGE LIEN.** No violation of any of this Declaration shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the Property, and Tract therein; provided, however, that any mortgagee in actual possession, or any purchaser at any

foreclosure sale shall be bound by and subject to this Declaration as fully as any other Owner of any portion of the Property, any Tract therein.

(m) **NO REVERTER.** No restriction herein is intended to be, or shall be construed as a condition subsequent or as creating a possibility of reverter.

(n) **DURATION AND AMENDMENT.** The restrictions contained in this Declaration shall run with and bind the Property and, shall inure to the benefit of and shall be enforceable by the Developer, the ARC, and the Owner of any Lot or Tract included in the Property, their respective legal representatives, heirs, successors and assigns until the 31st day of December, 2018, after which time said restrictions shall be automatically extended for successive periods for ten (10) years. The termination aspects set forth herein do not apply to the Road or the maintenance thereof. This Declaration may not be amended in any respect except by the execution of an instrument shall be signed by 2/3 of the Lot and Tract Owners, which instrument shall be filed for recording among the Land Records of Shelby County, Alabama, or in such other place of recording as may be appropriated at the time of the execution of such instrument. After December 31, 2018, this Declaration may be amended and or terminated in its entirety by an instrument signed by not less than a majority of the Lot or Tract Owners, which instrument shall be filed for recording among the Land Records of Shelby County, Alabama, or in such other places of recording as may be appropriate at the time of the execution of such instrument.

(o) **ENFORCEMENT.** In the event of a violation or breach of any of these restrictions or any amendments thereto by any Owner of a Lot or Tract, or employee, agent, or lessee of such Owner, the Owner(s) of Lot(s), Tract(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 for any amounts required to be paid hereunder, or take all such courses of action at the same time, or such legal remedy deemed appropriate. No delay or failure on the part of an aggrieved party to initiate and available remedy set forth herein shall be held to be a waiver of that party or of any other party to assert any right available to him upon the recurrence of continuation of said violation or the occurrence of different violations. Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof, 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 proceeding who succeeds in enforcing a restriction or enjoining the violation of a restriction against a Lot or Tract Owner shall be awarded as reasonable attorney's fee against such Lot or Tract Owner, and shall have the right to place recorded lien on any Lot or Tract for purpose of securing the payment of any amounts owing by a Lot or Tract Owner under this Declaration and such lien may be enforced in the same manner as foreclosure of a mortgage under the law of the State of Alabama.

(p) **NO WAIVER.** The failure of any party entitled to enforce any of these restrictions herein contained shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to such violation or breach occurring prior or subsequent thereto; provided, however, that approval of plans pursuant to Article IV shall be binding on any and all parties as a conclusive determination that such plans are in conformity with these restrictions.

(q) **All** Lot and Tract Owners shall maintain their Lot or Tract

and the improvements thereon in a neat and orderly fashion.

(r) **MODIFICATION OF THESE COVENANTS BY DEVELOPER.**

Notwithstanding anything to the contrary contained herein, the Developer reserves the right to unilaterally modify these covenants with respect to any Lot or Tract owned by Developer at any time without the necessity of obtaining approval from any Lot or Tract Owner or Lot or Tract Mortgagee. Any such modification shall only apply to Developer Owned Lot(s) or Tract(s).

(s) **PROPERTY SOLD AS IS WHERE IS.** By accepting a Deed or Mortgage to a Lot or Tract, such Owner and/or Mortgagee acknowledges that the Developer has no further responsibility with respect to the Property or the Road or improvements located thereon, it being expressly understood that all Lots and Tracts and any improvements including the Road and gate are sold AS IS/WHERE IS.

(t) **ARBITRATION.** Any controversy or claim between a Lot or Tract Owner and the Developer, which may properly be submitted to arbitration, shall be settled under common law arbitration by arbitration in accordance with the rules of the American Arbitration Association, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Each party to such claim or controversy shall appoint one person as an arbitrator to hear and determine the dispute and if they shall be unable to agree, then the two arbitrator whose decision shall be final and conclusive upon the parties hereto. The expenses of such arbitration shall be borne by the losing party or in such proportion as the arbitrators shall decide. The successful party shall recover as expenses and costs all reasonable attorney's fees incurred by him in connection with the arbitration proceeding or any appeals therefrom. In the event any such controversy or claim is not properly submissible to arbitration, the Lot or Tract Owner having such claim or

controversy with the Developer, irrevocably waives all right to trial by jury in any court in any such action.

(u) **NOTICES.** Any notice to be given under these covenants shall be in writing and be sent by certified mail, return receipt requested and shall be effective if given to the Lot or Tract Owner to whom such notice is directed at either; 1. The address provided by such Lot or Tract Owner to the other; or 2. At the address maintained by the Tax Collector of Shelby County, Alabama for such Lot or Tract Owner (herein the "Authorized Address"). Mailing, postage prepaid, by certified mail, to the Authorized Address shall conclusively mean receipt by the Lot or Tract Owner to whom such notice is intended. In the event such notice is for repair or maintenance on a Road or for the gate, the failure of any Lot or Tract Owner to respond to any such notice within thirty (30) days of the date of such notice shall be conclusively deemed an Affirmative Vote by such non responding Lot or Tract Owner to the proposed maintenance or repairs.

- (5) **SHIRE VALLEY FARMS HOMEOWNERS ASSOCIATION, INC.** (the "Association"). By accepting a deed to a Lot or Tract, as an appurtenance to such Tract, an Owner shall become a member of the Shire Valley Farms Homeowners Association, Inc. and be subject to the Articles of Incorporation and By-Laws of such Association as they exist and are from time to time amended.

IN WITNESS WHEREOF, the undersigned, as the Developer of the Property, has caused this Declaration to be executed as of the 15 day of May, 2003.



Farmer Development, LLC

By:
Connor Farmer

Its: Sole Member

STATE OF ALABAMA)
 COUNTY)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Connor Farmer as Sole Member of Farmer Development, LLC, whose name 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 this instrument, he, in their capacity as such member, executed the same voluntarily, for and as the act of said limited liability company.

Given under my hand and official seal this 15 day of May, 2003.

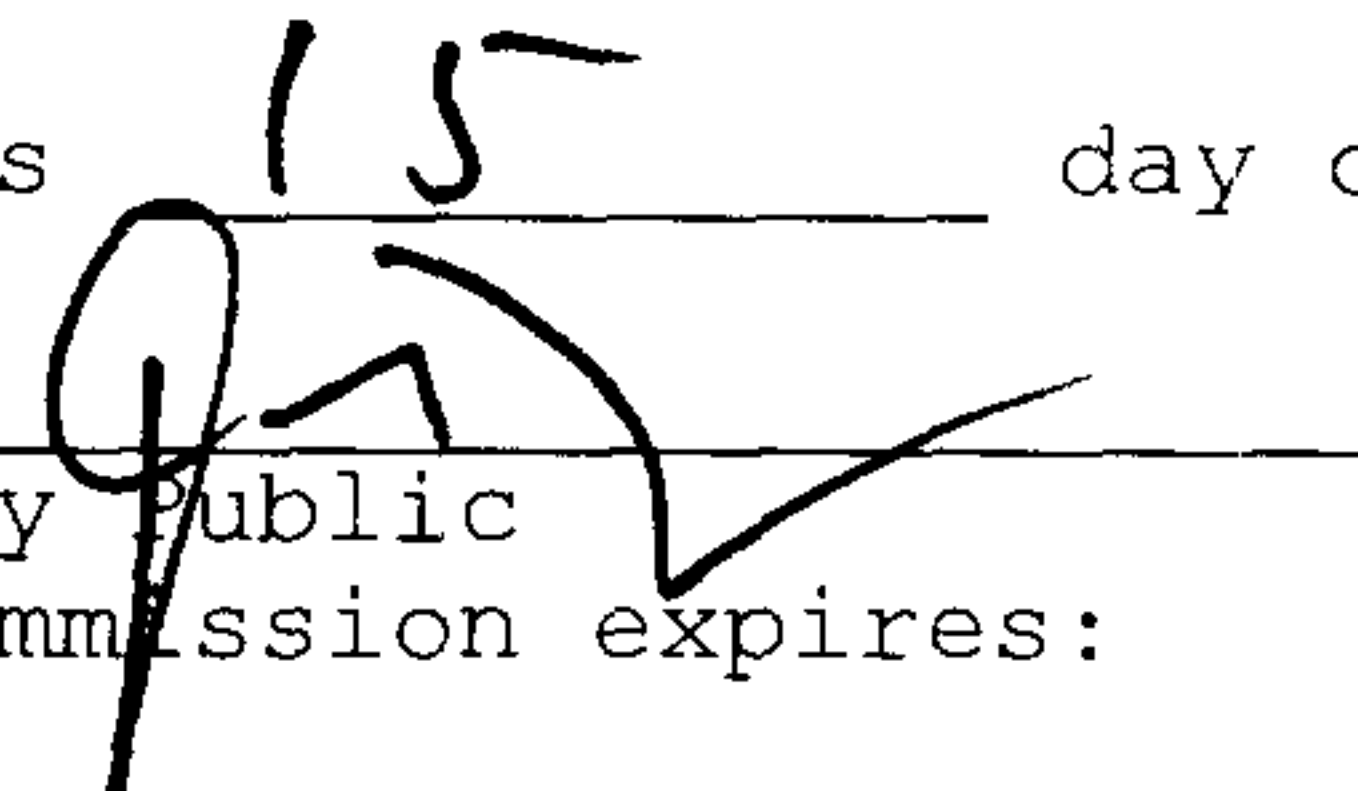

Notary Public
My Commission expires:

EXHIBIT 'A' - SHIRE VALLEY COVENANTS (The Property)

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

Section 6: That part of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ lying West of a Line 231 feet West of and parallel to the East boundary line of said $\frac{1}{4}$ - $\frac{1}{4}$ and South of an unnamed creek.

Section 7: The NE $\frac{1}{4}$; That part of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ lying East of Shelby County Road 445.

Section 8: The NW $\frac{1}{4}$ of the SW $\frac{1}{4}$; The NW $\frac{1}{4}$, except 10 acres being the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$.

All being situated in Shelby County, Alabama.

EXHIBIT 'B' SHIRE VALLEY COVENANTS

A Parcel of land situated in the N 1/2 of Section 7, Township 20 South, Range 1 East, and being more particularly described as follows:

Beginning at the NW Corner of the NE 1/4 of Section 7, Township 20 South, Range 1 East, said point being the POINT OF BEGINNING; thence S89°15'10"E, a distance of 1,360.34'; thence S89°05'23"E, a distance of 40.12' to the point of a non tangent curve to the right, having a radius of 100.00'; a central angle of 34°12'14", and subtended by a chord which bears S39°56'55"W, a chord distance of 58.81'; thence along arc and said curve a distance of 59.70'; thence S57°03'02"W, a distance of 85.53' to a point of curve to the right having a radius of 150.00' a central angle of 47°51'51" and subtended by a chord which bears S80°58'57"W a chord distance of 121.70' thence y along the arc and said curve a distance of 125.31' to a point of reverse curve to the left having a radius of 162.00' a central angle of 51°30'42" and subtended by a chord which bears S79°09'32"W a chord distance of 140.79'; thence along the arc and said curve a distance of 145.65'; thence S53°24'11"W, a distance of 100.01' to a point of curve to the left having a radius of 150.00' a central angle of 84°07'49"; and subtended by a chord which bears S11°20'16"W a chord distance of 200.99'; thence along the arc and said curve a distance of 220.25' to a point of reverse curve to the right having a radius of 225.00' a central angle of 14°13'47"; and subtended by a chord which bears S23°36'46"E a chord distance of 55.74'; thence along the arc and said curve a distance of 55.88'; to a point of curve to the right having a radius of 225.00' a central angle of 30°13'56" and subtended by a chord which bears S01°22'54"E, a chord distance of 117.35'; thence along the arc and said curve a distance of 118.72'; thence S13°44'04"W, a distance of 171.94' to the point of a non tangent curve to the left, having a radius of 400.00' a central angle of 25°59'50" and subtended by a chord which bears N84°05'28"W a chord distance of 179.94'; thence along the arc and said curve a distance of 181.49'; thence S82°54'37"W, a distance of 179.60' to a point of curve to the right having a radius of 200.00' a central angle of 34°58'16" and subtended by a chord which bears N79°36'16"W a chord distance of 120.19'; thence along the arc and said curve a distance of 122.07'; thence N62°07'08"W, a distance of 81.10' to a point of curve to the left having a radius of 285.00' a central angle of 33°57'01" and subtended by a chord which bears N79°05'38"W a chord distance of 166.41'; thence along the arc and said curve a distance of 168.88'; thence S83°55'52"W a distance of 231.72' to a point lying on county highway #445 point also being the point of a non tangent curve to the left, having a radius of 110.00' a central angle of 25°50'37" and subtended by a chord which bears N38°45'32"W a chord distance of 49.20'; thence along the arc and said curve a distance of 49.62'; thence S86°48'29"E and leaving said highway a distance of 58.14'; thence N01°29'06"E, a distance of 649.78' to the POINT OF BEGINNING.

EXHIBIT 'C' SHIRE VALLEY COVENANTS

20030516000307910 Pg 25/25 86.00
Shelby Cnty Judge of Probate, AL
05/16/2003 02:46:00 FILED/CERTIFIED

A Parcel of land situated in the N 1/2 of Section 7, Township 20 South, Range 1 East, and being more particularly described as follows:

Commence at the SW Corner of the NE 1/4 of Section 7, Township 20 South, Range 1 East. Thence N0°40'31"E a distance of 1333.82' to a point, said point being the POINT OF BEGINNING; thence S83°52'46"E, a distance of 920.31'; thence N00°37'25"W, a distance of 10.45' to a point of curve to the right having a radius of 250.00' and a central angle of 34°08'02"; thence northerly along the arc a distance of 148.94'; thence N33°30'37"E, a distance of 225.11' to a point of curve to the left having a radius of 200.00' and a central angle of 89°34'38"; thence northerly along the arc a distance of 312.68' to the point of curve of a non tangent curve to the left, of which the radius point lies S34°07'23"W, a radial distance of 400.13'; thence northwesterly along the arc, through a central angle of 15°12'51", a distance of 106.25' to the point of curve of a non tangent curve to the left, of which the radius point lies S18°54'28"W, a radial distance of 400.00'; thence westerly along the arc, through a central angle of 25°59'50", a distance of 181.49'; thence S82°54'37"W, a distance of 179.60' to a point of curve to the right having a radius of 200.00' and a central angle of 34°58'16"; thence westerly along the arc a distance of 122.07'; thence N62°07'08"W, a distance of 81.10' to a point of curve to the left having a radius of 285.00' and a central angle of 33°57'01"; thence westerly along the arc a distance of 168.88'; thence S83°55'52"W, a distance of 231.72' to the point of curve of a non tangent curve to the right, of which the radius point lies S64°09'47"W, a radial distance of 110.00'; thence southerly along the arc, through a central angle of 43°40'31", a distance of 83.85' to a point of compound curve to the right having a radius of 475.00' and a central angle of 31°36'17"; thence southwesterly along the arc, a distance of 262.01'; thence S49°26'34"W, a distance of 165.27' to a point of curve to the left having a radius of 263.00' and a central angle of 43°36'38"; thence southwesterly along the arc a distance of 200.18'; thence S05°49'56"W, a distance of 10.72'; thence S83°52'46"E, a distance of 367.07' to the POINT OF BEGINNING.

