

STATE OF ALABAMA
COUNTY OF SHELBY

PARK FOREST VILLAGE DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS

KNOWN ALL MEN BY THESE PRESENTS, THAT:

THIS PARK FOREST VILLAGE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS IS MADE THIS DAY OF AUGUST, 2003 BY KENCAR
DEVELOPMENT INC., AN ALABAMA CORPORATION, AND CORNERSTONE
INVESTMENTS, L.L.C. AN ALABAMA LIMITED LIABILITY COMPANY
(DEVELOPER)

RECITALS:

DEVELOPER IS THE OWNER OF THE PROPERTY, AS DESCRIBED BELOW, AND
DESIRES TO OWN, DEVELOP, IMPROVE, LEASE AND SELL THE PROPERTY FOR
SINGLE FAMILY ATTACHED AND DETACHED RESIDENTIAL HOUSING
PURPOSES, SUBJECT TO CERTAIN EASEMENTS, COVENANTS, CONDITIONS,
RESTRICTIONS, REQUIREMENTS AND OBLIGATIONS IN ORDER TO PROTECT
THE VALUE AND DESIRABILITY OF THE PROPERTY AND TO HAVE A
REASONABLE METHOD FOR THE ADMINISTRATION AND MAINTENANCE OF
SAID PROPERTY.

DEVELOPER HAS HERETOFORE CAUSED THE ARCHITECTURAL CONTROL
COMMITTEE/ ASSOCIATION, BELOW, TO BE FORMED FOR THE PURPOSES OF
MANAGING AND MAINTAINING THE COMMON AREAS, ESTABLISHING
ANNUAL BUDGETS FOR MAINTAINING COMMON AREAS AND PAYING ALL
COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH, MAKING
ASSESSMENTS AND OTHERWISE TAKING ALL ACTION WHICH IS AUTHORIZED
TO UNDERTAKE HEREUNDER.

NOW, THEREFORE, DEVELOPER DOES HEREBY DECLARE THAT ALL OF THAT
CERTAIN REAL PROPERTY DESCRIBED BELOW, SHALL BE HELD, DEVELOPED,
IMPROVED TRANSFERRED, SOLD, CONVEYED, LEASED, OCCUPIED, AND USED
SUBJECT TO THE FOLLOWING EASEMENTS, COVENANTS, CONDITIONS, AND
RESTRICTIONS AND REGULATIONS, WHICH SHALL BE BINDING UPON AND
INURE TO THE BENEFIT OF ALL PARTIES ACQUIRING OR HAVING ANY RIGHT
OR TITLE OR INTEREST IN ANY PORTION OF SAID PROPERTY DESCRIBED, AND
THEIR HEIRS EXECUTORS, ADMINISTRATORS, PERSONAL REPRESENTATIVES,
SUCCESSORS, AND ASSIGNS.

LEGAL DESCRIPTION:

PARK FOREST VILLAGE SUBDIVISION, SITUATED IN THE NW 1/4 OF SECTION
26, TOWNSHIP 21 SOUTH, RANGE 3 WEST CITY OF ALABASTER, ALABAMA,
SHELBY COUNTY AS RECORDED IN MAP BOOK 31 PAGE 51

COMMON AREAS:

The term common areas shall mean and refer to all real and personal property now or hereafter owned by the Subdivision/Association/Developer for the common use and enjoyment of the Owners. The common areas shall include, if any, all private roadways or easements upon which private roadways providing ingress and egress from the Development have been constructed within, adjacent to or in close proximity with but otherwise outside the boundaries of the Development. All signage, street lights, lighting, walkways, sidewalks, paths, bicycle and jogging paths and lanes, gates, walls fences, improvements, landscaping and landscaped areas, including all medians within the public or private roadways. All lakes, water features, storm drains and sewers, drainage and or/ watershed protection or retention ponds, lakes or basins or other facilities located within the development. All maintenance areas and parking areas located on any portion of the Development, all utility lines, pipes, ducts, conduits, equipment, machinery and other apparatus and appurtenances which are located in or serve any portion of the Common areas. All parks, nature trails, recreational facilities and any other areas or improvements within the Development which are designated as common areas by the Developer from time to time. The designation of any land and or improvements as Common Area shall not mean or imply that the public at large acquires any easement of use or enjoyment or any rights, licenses or benefits therein or to use thereof.

NOW, THEREFORE, the undersigned does hereby expressly adopt the following protective covenants, conditions, and limitations and restrictions for said sub-division to-wit:

ARTICLE I USE AND DEVELOPMENT RESTRICTIONS

- I. Except as otherwise provided, each lot and dwelling shall be used for single-family, residential, town home purposes. Provided however that any of the areas within the development may be used for attached or detached town homes, garden homes, zero lot line homes and cluster or patio homes for residential dwelling purposes. It is the responsibility of the Lot Owner to strictly follow those certain codes and ordinances set forth for that particular zoning classification of the municipality in which said lot is located.
- II. No lot shall be subdivided or re-subdivided without the written approval of Developer.
- III. No building shall be erected or allowed to be built on any residential lot in said subdivision in violation of the city / governing body set back lines without approval from said body. No structure may be constructed within the ingress and egress roadway.
- IV. The developer reserves the right to further establish what types of material for exterior use may be utilized on any dwelling or structures or improvements to lots.
- V. No part of the property shall be used or caused for use in any way, directly or indirectly, for any business, commercial, manufacturing, warehousing or other such nonresidential purpose, except at developers discretion as allowed by law.
- VI. Subject to these provisions below, minimum building setback lines for all Dwellings shall be established by the recorded sub-division plat for the sub-division of which said lot is included (which may vary for each phase of development). No dwelling shall be built within the setback areas established in accordance with any of the procedures specified or allowed by the local governing body. All eaves, steps stoops, porches, terraces, decks, and patios shall be deemed a part of the dwelling for the

- purpose of determining building setback areas. Accordingly, there is hereby created, granted and reserve, as an appurtenance to each lot, a perpetual easement over each town home lot, contiguous thereto for all such encroachments and over hangs.
- VII. The height of all dwellings shall be compatible with all other dwellings adjacent to such lot or dwelling. No dwelling shall exceed two (2) stories in height, as measured from the finished grade of the lot on the front of the dwelling facing a street or roadway.
- VIII. Minimum living space must contain not fewer than 1000 square feet of heated space for each town home lot and 1200 square feet for any other dwelling, as required by the local municipality.
- IX. Each Owner and Occupant shall at all time comply with all applicable laws, ordinances, statutes, rules, regulations, general requirements and code provisions of the Governmental Authorities.

ARTICLE II GENERAL REQUIREMENTS

- I. It shall be the responsibility of each lot owner to prevent development or occurrence of any unclean, unsightly, or unkept conditions of buildings or grounds on neighborhood as a whole.
- II. Each lot owner acknowledged he is aware that Best Management Practices (BMP'S) will be required to be implemented to protect the quality of storm water discharge as required by ADEM, BMP implementations may require installation of hay bales, silt fences, or other soil erosion protection equipment around disturbed ground. Each lot owner acknowledges by accepting this contract, he is responsible for implementation of BMP'S on each lot purchased and that he will reimburse developer for any expense required to adhere to ADEM, BMP requirements on purchased lots in emergency situations. Each lot owner acknowledges his financial responsibility for ongoing BMP implementation on Lots purchased.
- III. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon on any disturbed area of the property and no refuse pile or unsightly objects shall be allowed to be placed or allowed to remain upon any part of the Property, including vacant parcels. The undersigned reserves the right after 10 days notice to the Owner to enter any residential lot during normal working hours for the purpose of moving, removing, cleaning or cutting underbrush, weeds, or other unsightly growth and trash which, in the sole opinion of the undersigned detracts from the overall beauty and safety of the subdivision and may charge the lot owner a reasonable cost for the services, which charge shall constitute a lien upon such lot, enforceable by appropriate proceedings at law or equity. This provision shall not apply to the undersigned or their assigns during the sales and development period. Such sales period to extend until the last lot is sold by the undersigned.
- IV. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets (maximum of two (2)) may be kept, provided that they are not kept, bred or maintained for commercial purposes.
- V. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the undersigned.

- VI. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon, or in any lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
- VII. No trash, garbage or other refuse shall be dumped, stored or accumulated on any lot. Trash, garbage or other waste shall not be kept on any lot, except in sanitary containers or garbage compactor units, garbage container, if any, shall be kept in a clean and sanitary condition, and shall so be placed or screened by shrubbery or other appropriate material approved in writing by the Committee as not visible from any road within sight distance of the lot at any time, except during refuse collection. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted, except during construction period.
- VIII. No structure of a temporary character, or trailer, basement, tent or shack shall be used any time as a place of residence, either temporarily or permanent. There shall be no occupancy of any dwelling until the interior of the dwelling is complete and a certificate or other satisfactory evidence of completion is received and approved by the Committee/Developer.
- IX. Retaining/ Landscape Walls/ Fencing may be utilized on any lot with prior written approval of the same by the Developer or Committee. Fences shall be constructed in a way not to impede flow of water in any utility easement. Developer or Committee must approve retaining and landscape walls. At no time shall a chain link fence be allowed.
- X. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than six (6) square feet advertising property for sale or rent, or sign used by builder to advertise the property during constructions and sales period. All signs shall comply with design specifications of the Committee/Developer.
- XI. During all construction, all vehicles including those delivering supplies, must enter the building lot on the driveway only as approved by the undersigned so as not to unnecessarily damage trees, street paving and curbs. Any damage not repaired by the contractor will be repaired by the undersigned, after 10 days written notice and will be charged to the contractor or owner at a reasonable cost for such services, which charge shall constitute a lien upon such lot enforceable by appropriate proceedings at law or equity. During construction all builders must keep the homes/lots garage and building sites clean of all debris. All building debris, stumps, trees, etc must be removed from each building lot by builder/owner as often as necessary to keep the house/lot attractive during this stage. Such debris will not be dumped in any area of the subdivision.
- XII. When the construction of any building is begun, work thereon must be prosecuted diligently and continuously and must be completed within six (6) months.
- XIII. All yards will be sod on the front and sides except: (a) where there are landscaping shrubs and/or bark islands. The rear yard must be, hayed and seeded, or sod.
- XIV. No clothes line or any other apparatus for the purpose of hanging clothes or laundry shall be permitted to be placed in a location that is visible from any street in the subdivision.
- XV. No automobile, truck, house trailer, camper, boat, dune buggy or any other type vehicle shall be parked or maintained on any permanent basis on the right-of-way, common area, or in front of any lot. Only vehicles used for a day-to-day transportation of the property owners, their families or invitees may be kept or stowed on the property.

- XVI. No plumbing or heat vent shall be placed on the front of the building/house, only on the side or rear as required. All utility meters and HVAC equipment shall be located on the side or rear of the house and landscaped screened or as approved by the Developer/Committee.
- XVII. No large satellite dishes, external antennas, or outdoor lights such as all night mercury vapor lights may be installed on any lot. Satellite dishes no larger than 18 inches may be attached to the side or rear of a home. If these location will not provide adequate signal strength then written approval must be given by the Developer/Committee.
- XVIII. Design of all mailboxes and post must be approved by the Developer/Committee. The Developer/Committee shall develop a standard including the post and box which shall be used.
- XIX. All roof pitches must not be less than six (s) on twelve (12) or greater.
- XX. No mobile home or manufactured homes shall be permitted except a construction trailer to be used during sales and development periods.
- XXI. The Developer/Committee shall be able to modify, add and delete requirements including, but not limited to aesthetic issues or determinations from time to time without the necessity of recording said changes in the Office of the Probate Judge. A record of the changes made shall be maintained at the offices of the Developer and be available for review by any lot owner during regular business hours. Furthermore, the Developer reserves the right, at any time and from time to time, to change the use of multi-family areas from attached or detached townhouses, condominiums, cooperatives, duplexes, zero lot line homes or cluster or patio homes to detached single family residential housing uses.
- XXII. The Developer reserves for itself, and its successors and assigns, an easement for ingress and egress over and across Subject Property as may be necessary. There is also reserved an easement for drainage across the Subject Property as may be required. Easements for utility, inspection and common areas are hereby reserved for their appropriate usage.

ARTICLE III. ARCHITECTURAL CONTROL

- I. No building shall be erected, placed or altered on any lot until the construction plans and specifications and the plans showing the location of the construction have been approved by the Architectural Control Committee as to quality and workmanship and materials, harmony of external design with existing topography and finish grade elevation.
The Architectural Control Committee shall be composed of KENNETH CARTER, and RANDY GOODWIN, and 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. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. 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.

- II. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
- III. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violating or to recover damage.
- IV. Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.
- V. After all lots have been built on and sold, the Architectural Control Committee may be changed to consist of elected officers of a Home Owners Association consisting of Home Owners in the Subdivision.

The covenants and restrictions set forth herein are made for the mutual and reciprocal benefit of each lot within described subdivision and are intended to create, mutual, equitable servitude upon each lot within the subdivision, reciprocal rights between their respective heirs, executor, administrators, and assigns.

ARTICLE IV. COVENENT FOR ASSESSMENTS

Each Owner of a Lot within the Property, by acceptance of a deed to such Lot, agrees to pay to the Association: (a) annual assessments or charges levied each year by the Association; (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and (c) individual assessments which may be levied against any Lot and the Owner thereof as a result of such Owner's failure to comply with the terms of these Protective Covenants. The annual, special and individual assessments, together with interest, late charges, costs and reasonable attorney's fees shall also be a charge on each Lot and shall be a continuing lien upon each Lot against which such assessment is made, which lien may be enforced in the manner hereinafter provided each such assessment, together with interest, late charges, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due or was due.

The annual and special assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and residents of the Development, for the improvement and maintenance of the Common Area within the Development and the payment of any and all costs and expenses incurred from time to time by the Association, including, without limitation, any "Common Expenses", as defined in the Bylaws of the Association.

Any expenses incurred by the Committee or the Association in enforcing any of the provision of these Protective Covenants against a specific Owner shall be deemed an individual assessment against the owner and the respective Lot owned by such Owner. Such individual assessment shall be levied by the Association and shall be specified to the Owner, which notice shall also specify the due date for the payment of same. The Association is solely responsible for and shall assume all maintenance responsibilities with respect to all Common Area within the Property once the Developer Control Period has expired.

The annual assessment for the Property shall commence on July 1 of each year, and shall be paid in advance. The annual assessment shall be established by the Association in

accordance with its rules, regulation and Bylaws. Lots owned by the Developer shall not be subject to any assessment by the Association, be it annual, special or individual.

In addition to the annual assessments the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, provided that any such assessment must have the assent and approval of (a) at least fifty-one percent (51%) of the total votes in the Association, whether voted in person or by proxy, at a meeting called for this purpose and (b) for so long as Developer owns any portion of the Development, the approval of the Developer.

Written notice of any meeting called for the purpose of taking any action authorized under the above shall be sent to all Owner not less than thirty (30) days but no more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence, either in person or by proxy, of the holders of at least fifty-one percent (51%) or more of all votes in the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Both annual and special assessments for all Lots within the Property shall be fixed at a uniform rate; provided, however, that the Board of Directors of the Association shall have the right, in their sole and absolute discretion to levy, assess and collect different amounts as the annual and/or special assessment payable by each "Residential Lot" as hereinafter defined within the Development based on the zoning classification of such Residential Lot. As used herein, the term "Residential Lot" or "Residential Lots" shall mean and refer to any real property within the Development which has been or will be developed for single-family residential purposes, including, without limitation, attached or detached residential dwellings, townhouses, condominiums, cooperatives, duplexes, garden homes, patio homes, zero-lot-line homes, cluster homes, or any other types of single-family dwellings. As used herein and in the Article of Incorporation and Bylaws of the Association, the term "Residential Lots" whether used in the singular or plural tense, shall include all Lots within the Property. Annual and special assessments shall commence as to each Lot on the day on which such Lot is conveyed to any Owner (other than Developer) with a residence on it and shall be due and payable in such manner established by the Board of Directors of the Association. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner. The due date for the payment of annual assessments shall be established by the Board of Directors in such notice (but such due date shall be, at a minimum thirty (30) days from the date of such notice).

The Association shall upon demand and for a reasonable charge furnish a certificate signed by an officer of the Association setting forth whether the assessment on a Lot has been paid. A properly executed certificate signed by an officer of the Association setting forth whether the assessment on a Lot has been paid. A properly executed certification of the Association as to the status of the assessment on a Lot is binding upon the Association as of the date of its issuance.

Any assessments (whether annual, special or individual) which are not paid on or before the due date of the same shall bear interest from and after such due date at a rate equal to the lesser of 18% per annum or the highest rate which may be charged to such Owner by law. In addition to interest, any assessments not paid by the due date for the same shall be subject to a late charge which the Board of Directors of the Association may from time to time establish. In the event any assessments or other amounts due to the Association are not paid by any Owner when the same comes due, then, in addition to all other rights and

remedies provided by law or in equity, the Association, or the Developer if the Control Period has not expired, acting through the Board of Directors or through any of its duly authorized officers or representatives may undertake any of the following remedies:

- (a) The Association may commence and maintain a suit at law against the Owner for a personal money judgment to enforce all such charges and obligations for assessments and other amounts due to the Association, which amounts shall include the late charge and interest specified above as well as all attorneys' fees, court costs, and all other expenses paid or incurred by the Association in connection therewith; and/or
- (b) The Association may enforce the lien created pursuant to the above as hereinafter provided. The lien created pursuant to the above all shall secure payment for any and all assessments (annual, special and individual) levied against any Lot or Owner, all late charges and interest as provided above as well as all attorneys' fees, court costs and all other expenses paid or incurred by the Association in attempting to collect the assessments and in maintaining any legal action in connection therewith. If any assessments and other charges remain unpaid for more than sixty (60) days following the due date of the same, then the Association shall make written demand on defaulting Owner, which demand shall state the date and amount of delinquency. If such delinquency is not paid in full within the (10) days after the giving of such demand notice, then the Association may file a claim of a lien against the Lot of such delinquent Owner, which claim shall be executed by any member of the Board of Directors of the Association or any officer of the Association or the Developer if the Control Period has not expired and may be foreclosed in the same manner as a foreclosure of a mortgage on real property under the laws of the State of Alabama, as the same may be modified or amended from time to time. The Association or Developer shall have the right and power to bid to any such foreclosure sale and to purchase, acquire, hold, lease, mortgage, convey and sell any such Lot purchased at any such foreclosure proceeding. Each Owner, by acceptance of a deed to any Lot, shall be deemed to (1) grant and vest in the Association and/or its agents the right and power to exercise the power of sale granted herein and foreclose the lien created herein, (2) grant and vest in the Association and/or its agents the right and power to bring all actions against such Owner personally for the collection of all amounts due from such Owner, (3) expressly waive any objection to the enforcement in foreclosure of the lien created herein and (4) expressly waive the defense of the statute of limitations which may be applicable to the commencement of any suit or action for foreclosure. No Owner (other than Developer and Builders) may waive or otherwise be exempt from the liability to pay the assessments provided herein.

The lien for assessments and other charges provided herein with respect to any Lot shall be subordinate to the lien of any first mortgage encumbering such Lot. The sale or transfer of any Lot shall not affect any lien retained by the Association on a Lot; provided, however, that the sale or transfer of any Lot pursuant to mortgage foreclosure or any similar proceedings shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer.

In addition to the rights and remedies set forth above, if any Owner (or his contractor, family members, guests or invitees) shall violate or attempt to violate any of the covenants and restrictions set forth herein, then Developer, the Association or the Committee, jointly and severally, shall each have the right to prosecute proceedings at law for the recovery of damages against such Owner as a result of such violations or maintain a proceeding in equity against such Owner to enjoin such violation; provided, however, that the rights and remedies

set forth herein shall be deemed to be cumulative of all other rights and remedies available at law or in equity. In any such proceedings, Developer, the Association or the Committee, jointly and severally, shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred by any of them in such proceedings, as well as interest on all unpaid amounts as specified in the above. The failure of Developer, the Association or the Committee to institute proceedings for any one (1) or more violations of these Protective Covenants shall not constitute approval of the same or be construed as a waiver of any right of action contained herein for past or future violations of said covenants and restrictions.

IN WITNESS WHEREOF, this Declaration of Covenants and Restrictions for Park Forest Village Subdivision has been executed by Developers, effective this day of August, 2003.

KENCAR DEVELOPMENT, INC.
An ALABAMA CORPORATION

By: 

KENNETH CARTER
President

CORNERSTONE INVESTMENTS, LLC.
An ALABAMA LIMITED LIABILITY
COMPANY

By: 

RANDY GOODWIN
Managing Member

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a notary public in and for said county and state, hereby certify that Kenneth Carter, whose name as President of Kencar Development, Inc., an Alabama Corporation and Randy Goodwill, whose name as Managing Member of Cornerstone Investments, L.L.C., an Alabama Limited Liability Company are 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, they, as said capacity and with full authority, executed the same voluntarily for and as the act of said Corporation and Limited Liability Company.

Given under my hand and official seal this the day of August, 2003.


NOTARY PUBLIC

My Commission Expires: 7/21/06

Cathy Parrott
Notary Public
State of Alabama
Shelby County
My Commission Expires 07-21-06