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STATE OF ALABAMA)
COUNTY OF SHELBY)

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR SMOKY RIDGE, FIRST SECTOR
AS RECORDED IN MAP BOOK 32, PAGE 78,
IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA**

THIS DECLARATION is made on the date hereinafter set forth by J. LiSandra, Inc. an Alabama Corporation, hereinafter referred to as Declarant.

WITNESSETH:

WHEREAS, Declarant owns all of the lots in the Smoky Ridge development situated in the City of Alabaster, County of Shelby, State of Alabama, as recorded in Map Book 32, Page 78, in the Probate Office of Shelby County, Alabama.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restriction, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, its heirs, successors, and assigns, and shall inure to the benefit of each Owner.

ARTICLE I. DEFINITIONS

Owner Defined

1.01. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot that is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Lot Defined

1.02. ``Lot" shall mean and refer to any plot of land or parcel shown upon any recorded subdivision map of Smoky Ridge, and any amendments thereto.

Declaration Defined

1.03. ``Declarant" shall mean and refer to J. LiSandra, Inc., an Alabama Corporation, its successors and assigns.

ARTICLE II. PROPERTY RIGHTS

Restrictions on Use

2.01. RESIDENTIAL USE. The said property shall be used for single family residence purposes only and not for any purpose of business or trade.

2.02. FLOOR AREAS. No single family residence shall be constructed without the approval of the above named Declarant, or its successors or assigns. All plans shall conform to minimum heated living space as determined and/or required by the Declarant.

2.03. SETBACKS. All single family residences or other authorized structures shall comply with the following setback requirements: Minimum front line setbacks as shown on the recorded map, or designated by Declarant, unless a variance to setback is granted by The City of Alabaster, and /or the Declarant. Other setbacks will be as designated by record map or Declarant. The Declarant may not grant a variance in violation of the city's minimum requirements, without permission from the city.

2.04. TEMPORARY STRUCTURES. Except for the construction and development activities of Declarant, no temporary structure of any kind shall be used, or placed upon the lot, including, but not limited to trailers, campers, shacks, tents, outbuildings, or auxiliary structures without permission of the Declarant.

2.05. UTILITIES. The lot owner shall be solely responsible for the cost and expense of the installation of all utilities used on any lot up to the lot line. Declarant shall not be responsible for the cost and expense of installing or maintaining any utilities, including underground electrical power, used on any lot up to the lot line.

2.06. DRAINAGE. The lot owner shall be responsible for the drainage of all surface waters on the lot so as not to increase the natural drainage across neighboring lots. The lot owner shall also be responsible for drainage and silt control during the construction and landscaping of his/her residence. Any lot that violates ADEM requirements for storm water runoff will be required to remedy the problem immediately. If the Declarant brings lot into compliance, the lot owner shall immediately reimburse Declarant for any and all costs incurred. If ADEM fines are imposed because of said violations, lot owner will pay all fines and attorneys fees incurred.

2.07. LOT MAINTENANCE. Each owner of any lot shall at all times keep and maintain said lot and improvements thereon in a clean, orderly, and attractive condition, maintaining and repairing the residence promptly as conditions may require. All trash, rubbish, garbage, grass, leaves, tree limbs, weeds, vines, and other waste materials shall be removed for proper disposal from a lot as soon as is practical, and prior to removal, the same shall be stored on the lot out of sight and in a neat and orderly manner so as not to interfere with the aesthetics, health or welfare of other homeowners. No such material shall be placed or stored on any street or public right of way. No open burning shall be permitted on any lot or any other part of the development, except that outdoor fireplaces, grills and chimneys may be used provided they are so constructed and equipped with fire screens as to prevent the discharge of any ashes, embers, or other particulate matter, and in compliance with local, state, and federal laws.

2.08. SIGHT EASEMENTS. No fence, wall, tree, shrub, or bush shall be erected or planted in such a way as to prevent any pedestrian or operator of a motor vehicle from having clear, open and safe scope of vision at any intersection, corner, or other adjoining of streets, or as to obstruct passage on public right of way. Height of shrubbery near intersections not to exceed 30 inches.

2.09. FENCES and CLOTHES LINES. No fence, wall (above the grade of the lot), or hedges may be installed in front of a residence. All walls and fences on the property are to be approved in writing by the Declarant, its successors, or assigns, prior to installation. No clothes lines are permitted.

2.10. PETS. No animals, birds, or reptiles shall be kept or be possessed in the development by any person owning a lot, except for commonly accepted household pets. Any such pet shall be kept by any homeowner within the limitations of the lot and residence thereon, and no pet shall be permitted to leave said lot or residence without being controlled at all times by the owner. No kennels will be allowed.

2.11. SIGNS. No signs, billboards, posters or other advertising matter or displays of any kind shall be permitted anywhere in the development except as provided herein. The Declarant may, in its discretion, adopt and promulgate rules and regulations relating to signs which may be employed. The Declarant and builders shall be permitted to install their signage.

2.12. UTILITY EASEMENTS. Declarant, or any entity authorized by it, reserve a 10 foot easement across the back of and along each side of each lot, for the purpose of constructing, maintaining, and repairing utility lines and equipment and for water mains and storm drains, and other general use facilities; provided, however, that said easement area shall be maintained by the lot owner, except for those obligations of public authorities or utility companies. This easement may be modified and /or enlarged by Declarant if it is deemed necessary by Declarant, at its sole discretion.

2.13. NUISANCES. No substance, thing, or material shall be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupant of surrounding property. No boat, boat trailer, house trailer, trailer, motor home, truck, commercial vehicle, motorcycle, golf cart, or any other similar item shall be stored in the open on any lot for a period of time in excess of twenty-four (24) hours. No satellite dishes are permitted on any lot, except those 18" or smaller, as long as it's location is approved by Declarant.

2.14. RESTRICTIONS ON ACCESS. No vehicular access shall be permitted from any lot to public roads

outside the boundaries of the subdivision except by roads constructed by the Declarant in the development, without written approval of Declarant.

2.15. MAILBOXES. All mailboxes and posts must be of a designed specified by the Declarant.

2.16. EXCEPTION FOR DECLARANTS. SECTIONS 2.01 through 2.15 shall not apply to Declarant during the course of development of the property.

ARTICLE III ARCHITECTURAL CONTROL

Architectural Restrictions

3.01 No building, fence, wall, or other structure shall be commenced, erected, placed, moved on to, permitted, or maintained upon the Properties, nor shall any exterior addition, change, or alteration be made until the plans and specifications (including a description of any proposed new use) have been submitted to and approved in writing as to harmony or external design and location in relation to surrounding structures and topography by the Declarant. Such plans and specifications shall be in such form and shall contain such information as may be required by the Declarant, but in any event shall include: (a) a site plan of the lot showing the nature, exterior color scheme, kind, shape, height, materials, and location with respect to the particular lot, including proposed front, rear, and side setbacks and free spaces, if any are proposed, of all structures, the location thereof with reference to structures on adjoining portions of the property, and the number and locations of all parking spaces and driveways on the lot, (2) a clearing plan for the particular lot showing the location of sanitary sewer service lines, and such other information required by the Declarant, (3) a drainage plan, including a construction drainage plan for silt control, and (4) a plan for landscaping.

ARTICLE IV. GENERAL PROVISIONS

Enforcement

4.01. In the event of a violation or breach of any of these general covenants, restrictions, and easements or any amendments thereto by a lot owner, or family or agent of such lot owner, the owners of lots, Declarant, its successors and assigns, or any party to whose benefit these general covenants, restrictions, and easements inure shall have the right to proceed at law or in equity to compel the compliance with the terms and conditions hereof, to prevent the violation or breach of said general covenants, restrictions, and easements, to sue for and recover damages, or take all such courses of action at the same time, or such other legal remedy it may deem appropriate. No delay or failure on

the part of the aggrieved party to initiate an available remedy set forth herein shall be held to be a waiver of that party or an estoppel of that party or of any other party to assert any right available to him upon the recurrence or continuation of said violation or the occurrence of a different violation. No lot owner may sue the Declarant for its actions in this development. 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 at law or in equity. Any party to a proceeding who succeeds in enforcing a general covenant, restriction, or easement or enjoining the violation of the same against a lot owner may be awarded a reasonable attorney's fee against such lot owner.

Severability

4.02 Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Amendment

4.03 The Declarant, its successors and assigns, reserve the right to modify, release, amend, void, transfer or delegate any and all of their rights, reservations and restrictions herein set forth, or the right to modify, release, amend, void or transfer any one or more of the said herein set forth general covenants, restrictions and easements on lots in said subdivision, at its sole discretion.

4.04 The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. In addition to the rights reserved by the Declarant to amend, this Declaration may be amended by an instrument signed by not less than two-thirds of the Lot Owners. Any amendment must be recorded.

Zoning and Specific Restrictions

4.05 The general covenants, restrictions, and easements herein 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. In the event of conflict, the most restrictive provision of such laws, rules, regulations, deeds, or the general covenants, restrictions, and easements shall be taken to govern and control.

Grantees' Acceptance of Deed

4.06 The grantee of any lot subject to the coverage of these general covenants, restrictions, and easements, by acceptance of the deed or other instrument conveying an interest in or title to, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of such lot, shall:

- a. accept such deed or other contract upon and subject to each and all of these general covenants, restrictions, and easements herein contained and
- b. agrees that Declarant make no representation or warranties regarding the condition of the property. Grantee has the obligation prior to acceptance of the deed to determine, either personally or through a representative of Grantee's choosing, any and all conditions of the property material to Grantee's decision to buy the property, including without limitation, subsurface conditions, including the presence or absence of sinkholes, mining activity, wells, or buried tanks or other objects; soil conditions (including but not limited to proper compaction of fill materials on the property), utility and septic tank availability and condition. Grantee accepts property in its "AS IS" condition.

Indemnity for Damages

4.07 Each and every lot owner and future lot owner, in accepting a deed or contract for any lot subject to these general covenants, restrictions, and easements, agrees to indemnify and defend the Declarant against and hold the Declarant harmless from any damage caused by such lot owner, or the contractor, agent or employees of such lot owner, to the roads, streets, gutters, walkways, or other aspects of public ways, including all surfacing thereon, or to water drainage or storm sewer lines or sanitary sewer lines.

Interpretation by Declarant

4.08 Declarant shall have the right to construe and interpret the provisions hereof, and in absence of an adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefitted or bound by the provisions hereof.

Assignment by Declarant

4.09 In the event that Declarant should sell the development to a third party, Declarant shall be empowered to assign its rights hereunder to said third party and, upon such assignment said third party shall have all the rights and be subject to all the duties of Declarant hereunder.

Rules and Regulations

4.10 All homeowners shall at all times comply with all rules and regulations, orders, laws, ordinances, statutes, and decrees of any governmental or political entity or persons, and any rules and regulations adopted by Declarant, or its successors, assigns, or designees.

Declarant hereby declares that said provisions of this Declaration shall run with the land and be binding upon, and shall insure to the benefit of, the subject property, and all parties having or acquiring any right, title or interest in and to the subject property or any part thereof, and their successors in interest.

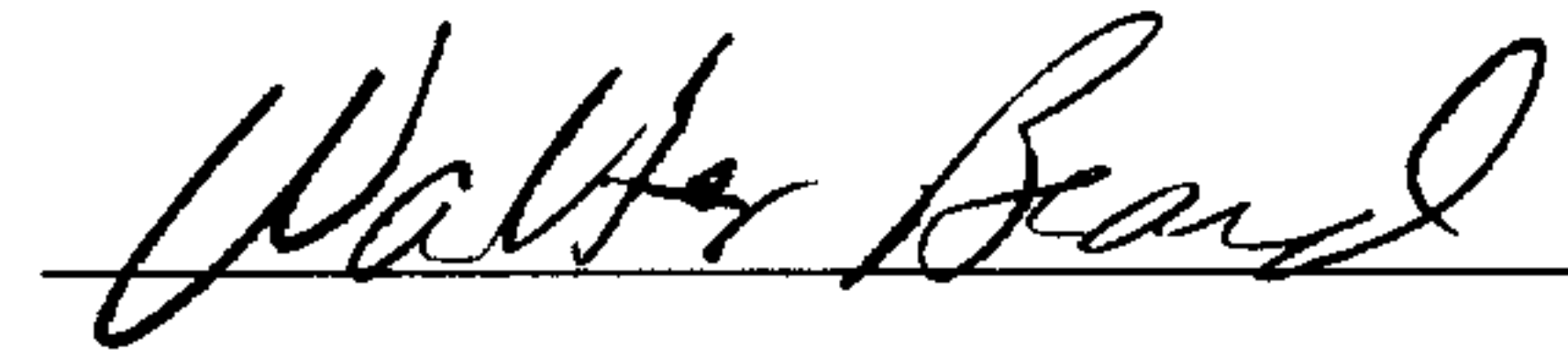
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IN WITNESS WHEREOF, the undersigned, **Walter Beard**, as the President of **J. LiSandra, Inc.**, has hereunto set his hands and seals on this 18th day of December, 2003.

Declarant

ATTEST:

J. LiSandra, Inc.



Walter Beard

President

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Walter Beard**, whose name as the President of J. LiSandra, Inc., is signed to the foregoing instrument and who is known to me, acknowledged before me that, being informed of the contents of the instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, on the day the same bears date.

Given under my hand and official seal, this the 18th day of December, 2003.



Notary Public

My Commission Expires: 9.29.06