

STATE OF ALABAMA)
SHELBY COUNTY)

DECLARATION OF PROTECTIVE COVENANTS
FOR
LIME CREEK

THIS DECLARATION OF PROTECTIVE COVENANTS (the "Declaration") made as of this 8th day of December, 2003, by **CHELSEA ONE, LLC**, an Alabama limited liability company (the "Developer"), declares that the real property hereinafter described is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth (the "Protective Covenants").

WHEREAS, the Developer is presently the owner of all of that certain real property known as Lime Creek. All of the lots in Lime Creek owned by Developer are located in Shelby County, Alabama, as shown by the Map and Survey of Lime Creek, as recorded in Map Book 32, Page 25 (the "Record Map"), in the Office of the Judge of Probate of Shelby County, Alabama; and

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

WHEREAS, the Developer has deemed it desirable for the establishment and enforcement of uniform standards of development quality and the effective preservation of the appearance, value and amenities to create a not for profit corporation (the "Association") to which should be delegated and assigned the powers of maintaining and administering certain areas thereof which benefit all owners of property therein and enforcing these Protective Covenants and of levying, collecting and depositing such charges and assessments as may be authorized in this Declaration for that purpose; and

WHEREAS, the Developer has incorporated the Association under the Alabama Nonprofit Corporation Act for the purpose of, among other things, exercising the aforesaid functions.

NOW, THEREFORE, the Developer declares that the real property described in Section 2.01 hereof, and such additions thereto as may hereafter be made pursuant to Section 2.02 hereof, is and shall be held, transferred, sold, conveyed and occupied subject to these Protective Covenants, all of which shall be construed as and deemed to be covenants running with the land and shall be binding on and inure to the benefit of all parties having a right, title or interest in the said real property, as well

as their grantees, heirs, successors and assigns.

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

1.01 "Association" shall mean and refer to Lime Creek Residential Association, Inc., a not for profit corporation, formed, or to be formed at or about the same time as the filing of this Declaration, under the Alabama Nonprofit Corporation Act, as well as its successors or assigns, and these Protective Covenants are referred to in the Articles of Incorporation (the "Articles") and By-Laws (the "By-Laws") of the Association.

1.02 "Common Area or Common Areas", as the case may be, shall mean and refer to all real and/or personal property, including property which the Association and/or the Developer owns, leases, holds an easement, or otherwise maintains for the common use or enjoyment of the members of the Association, including, without limitation, a right of use, such as, but not limited to, easements for ingress and egress to and within the Property and easements for surface water collection and retention or detention, and licenses to use recreational facilities. The Common Areas shall also include: (a) all lakes, water features, storm drains and sewers, drainage and/or watershed protection or retention ponds, lakes, or other areas and facilities located within the Development (other than such areas located solely within the boundary lines of any Lot, Dwelling or Multi-Family Area); (b) all landscaped areas located along the entrances to the subdivision; (c) all maintenance areas and parking areas, located on any portion of the Development (other than such areas located solely within the boundary lines of any Lot, Dwelling or Multi-Family Area); (d) subject to the rights of Developer and others therein, all public and private utility lines, pipes, ducts, conduits, equipment, machinery and other apparatus and appurtenances which are located in or serve any portion of the Common Area; and (e) all parks, nature trails, recreational facilities and areas and any other areas or Improvements on or within the Development which are designated by Developer as Common Areas from time to time. The designation of any land and/or Improvements as Common Areas shall not mean or imply that the public at large acquires any easement of use or enjoyment or any other rights, licenses or benefits therein or to the use thereof. In addition to the property areas mentioned above, any portions of any Lot or Lots or other areas referred to on the recorded map and survey of the Lime Creek subdivision as "Planting Area" or "Common Area" are included in the aforementioned declaration. The use of the Common Areas shall be restricted to parks, landscape, entry features, drainage and retention or detention, medians, security, safety, sidewalks and other pedestrian and/or bicycle paths, roads, lighting, recreational facilities, or any other use which the Board of Directors or other governing body of the Association may allow.

Developer agrees that all of the Common Area, fee simple title to which may be owned or held by Developer, shall be conveyed to the Association not later than sixty (60) days after Developer relinquishes control of the Board of Directors pursuant to Article Six of the Articles of the Association.

1.03 "Developer" shall mean and refer to Chelsea One, LLC, as an Alabama limited liability

company, or its successors or assigns if such successors or assigns acquire any portion of the Property from Chelsea One, LLC, or its successors or assigns, assume in writing the obligations of Developer, and are designated as successor developer by Chelsea One, LLC, or its successors or assigns. No mortgagee of the Property shall become Developer merely by virtue of acquiring an ownership interest in the Developer's interest in all or any part of the Property as a result of realizing on the Property as collateral for a loan to Developer or its successors or assigns. Such a mortgagee may become an Owner by virtue of acquiring a fee simple interest in one or more Lots as a result of realizing on the Property as collateral for a loan to the Developer. Such a mortgagee may become a Developer by assuming in writing the obligations of the Developer and being designated by Chelsea One, LLC, or its successors or assigns. If Chelsea One, LLC, ceases to function as Developer and if no other entity has assumed the duties of Developer, the Association shall be deemed the Developer.

1.04 "Institutional Mortgagee" shall mean and refer to any federal or state chartered bank, life insurance company, mortgage lender, federal or state savings and loan association, real estate investment trust, or other entity, or agency regularly engaged in the extension of credit secured by real estate mortgages which holds a duly recorded mortgage or other lien upon any Lot or portion of a Lot or any interest therein which is of record in the Office of the Judge of Probate of Shelby County, Alabama.

1.05 "Lot" or "Lots", as the case may be, shall mean and refer to individual residential lots within the Property as reflected in and on the recorded subdivision plat(s) of the Property as such may be recorded in the Office of the Judge of Probate of Shelby County, Alabama, as the same may be amended from time to time.

1.06 "Owner" or "Owners", as the case may be, shall mean and refer to those persons or entities who or which have fee simple title to any Lot or Lots, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.07 "Property" shall mean and refer to all real property which is presently or may hereafter be subject to this Declaration pursuant to Article II below.

1.08 "Yard" shall mean any and all portions of land lying within any Lot but outside the exterior structural walls of the primary building constructed on such Lot. The Front Yard shall mean the land lying between any Lot line fronting a street and the exterior structural wall of the primary building. The Rear Yard shall mean the land lying between the Lot line that runs in substantially the same direction as the Lot line fronting the street and the rear exterior wall of the primary building except that in the case of lots fronting more than one street the Rear Yard shall be the land lying between the Lot line which is the greatest in distance from the street and the primary building. The Side Yards shall mean the land lying between all other Lot lines and the primary building.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION, ADDITIONS THERETO, DELETIONS THEREFROM

2.01 Legal Description. The real property which presently is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Shelby County, Alabama, and is described in the Map and Survey of Lime Creek, as recorded in Map Book 32, Page 25, in the Probate Office of Shelby County, Alabama. This Declaration shall not apply to any other property owned by Developer or any other person or entity, unless expressly made subject to this Declaration pursuant to Section 2.02 hereof.

2.02 Additions to Property. Upon the approval in writing of the Association, the owner of any property who desires to subject it to this Declaration, may file a Supplementary Declaration to that effect in the Office of the Judge of Probate of Shelby County, Alabama. Such Supplementary Declaration may contain such complementary additions to and modifications of the Protective Covenants as the Association shall determine to be necessary or proper to reflect the different character, if any, of the additional property, provided they are not inconsistent with the general plan of this Declaration.

2.03 Withdrawals of Property. The Developer may at any time or from time to time withdraw portions of the Property from this Declaration, provided only that the withdrawal of such portions of the Property shall not, without the joinder or consent of the Owners of Lots constituting over one-half (1/2) of the then existing acreage of the Property, increase by more than one-fourth (1/4) the share of Association expenses payable by the Owners of Lots which would remain subject hereto after such withdrawal. The withdrawal of Property, as aforesaid, shall be evidenced by filing in the Office of the Judge of Probate of Shelby County, Alabama, a Supplementary Declaration setting forth the portions of the Property to be so withdrawn.

2.04 Platting and Subdivision of the Property. The Developer shall be entitled at any time, and from time to time, to subdivide, plat or re-plat all or any portion of the Property, and to file subdivision restrictions or amendments thereto with respect to any undeveloped portion or portions of the Property. No Lot may be subdivided or re-surveyed without the express written consent of the Developer.

ARTICLE III

ARCHITECTURAL CONTROL

3.01 Architectural Review and Approval.

(a) All plans and specifications for any structure or improvement whatsoever to be erected on or moved upon any Lot, the proposed location thereof on any Lot, the construction material, exterior paint and finishes, the roofs, landscaping, and later changes or additions after initial approval thereof and any remodeling, reconstruction, alterations or additions thereto on any Lot shall require the approval in writing (the "Letter of Approval") of the Committee (as described in Section 3.02 below) before any work is commenced. The scope of review by the Committee shall be limited to exterior appearance only and shall not include any responsibility, liability or authority to review for

structural soundness, interior design, compliance with building or zoning codes or standards, or any other factors. Commencement of construction prior to receipt of written Approval of the Committee, a copy of which must be signed by the Builder, or Owner, and returned to the Committee for retention, is strictly prohibited.

(b) No improvement or structure of any kind, including, without limitation, any building or fence, shall be commenced, erected or maintained upon any Lot, nor shall any addition, change or alteration thereof be made unless and until the Committee shall have issued a Letter of Approval with respect thereto.

3.02 Architectural Control Committee.

(a) All architectural review and control functions shall be administered and performed by the Architectural Control Committee (the "Committee"). The Committee shall be composed of three (3) members and, at all times, at least two-thirds (2/3) of the membership of the Committee shall be composed of Owners of Lots in the Property; provided, however, that Developer reserves the right to appoint the initial and successor members of the Committee, none of whom need be an Owner of a Lot in the Property, until the Developer no longer owns any Lots within the Property, or until Developer elects to terminate its control of the Committee, whichever shall first occur. After terminating control of the Committee by Developer, as aforesaid, the members of the Committee shall be appointed by, and shall serve at the pleasure of, the Board of Directors of the Association.

(b) The Committee shall not be required to conduct regular meetings. The Committee may conduct special meetings upon five (5) days notice from the Chairman elected by such Committee at such times and locations as may be established by the Committee.

(c) The members of the Committee may, as a Common Expense, retain the services of a registered architect, registered engineer, registered landscape architect, or other professional to provide advisory services to and consult with the Committee in connection with the performance of its duties hereunder.

3.03 Powers and Duties of the Committee. The primary authority of the Committee shall be to examine and approve or disapprove all initial and subsequent plans more particularly set out herein, including site plans, for construction of improvements on Lots within the Property in accordance with the provisions of these Protective Covenants. The Committee shall have the following powers and duties:

(a) To propose, adopt, alter and amend rules and regulations applicable to builders, general contractors, and subcontractors who are engaged in the construction of improvements on any Lot or any portion of the Common Area within the Property.

(b) To require submission to the Committee of plans and specifications for any improvement or structure of any kind, and any change, modification or alteration thereof, including, without limitation, any such improvement or change to any building or fencing, the construction or placement of which is or is proposed upon any Lot. Such plans and specifications shall be in such

form and shall contain such information as is required in Section 3.04 hereof.

(c) To approve or disapprove the submitted plans and specifications for any improvement or structure as hereinabove described prior to commencement of construction of such improvement or structure and to approve or disapprove any improvements constructed pursuant to such plans and specifications after the same have been fully completed. The Committee shall meet as needed to approve plans and specifications. Prior to the use or occupancy of any improvement or structure constructed or erected on any Lot, the Owner thereof shall apply for a certificate from the Committee (the "Compliance Certificate") that the construction thereof has been completed in accordance with the aesthetic requirements of the plans and specifications approved by the Committee. If any improvement or structure, as aforesaid, shall be completed, changed, modified or altered without the prior approval of the Committee, or shall not be completed, changed, modified or altered in accordance with the approvals granted by the Committee, then the Owner shall, upon and in accordance with a demand by the Committee, cause the property, improvement or structure either to be restored to its original condition or to comply with the plans and specifications as approved by the Committee, and shall bear all costs and expenses of such restoration or compliance, including the costs and attorneys' fees of the Committee. Any agent or member of the Committee may at any reasonable time enter any building or property subject to the jurisdiction of the Committee which is under construction or on or in which the agent or member may believe that a violation of the Protective Covenants in this Declaration is occurring or has occurred. The Committee may, from time to time, delegate to a person or persons, who may or may not be a member of the Committee, the right to approve or disapprove plans and specifications and to issue such certification. The approval by the Committee of the builder or contractor and/or plans and specifications submitted for its approval, as herein specified, shall not be deemed to be a waiver by the Committee of the right to object to such builder or contractor and/or any of the features or elements embodied in such plans or specifications if and when the same builder or contractor and/or the same features and elements are embodied in any plans and specifications subsequently submitted for approval for other Lots. Any Owner aggrieved by a decision of the Committee shall have the right to make a written request to the Board of Directors of the Association (the "Board"), within thirty (30) days of such decision, for a review thereof. The determination of the Board, after reviewing any such decision, shall in all events be dispositive.

(d) To adopt fees which shall be designed to reimburse the Association for the necessary and reasonable costs incurred by it in processing requests for Committee approval of any matters under its jurisdiction. Such fees, if any, shall be payable to the Association, or its designated agent, in cash, at the time that any application for approval is sought from the Committee. In the event such fees are not paid by the Owner, they shall become a lien of the Association on the affected Lot enforceable in the manner specified in Article V hereof.

(e) To modify, amend, or otherwise change the design criteria set forth in Section 3.05 below, so long as such modification, amendment, addition or change will not, in the opinion of the Committee, be inconsistent with the architectural environment of the Property or have a material adverse effect on improvements then existing within the Property, or to adopt and approve additional design criteria for the Property. Such changes or additional criteria shall be effective upon approval in writing by (i) a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present, and (ii) the Developer, if the Developer shall

then own any Lots. Notice of adoption of any change hereto or of any additional design criteria shall be available to each member of the Association, but delivery shall not be a condition precedent to adoption of such modification or additional criteria, or the validity and enforceability thereof.

3.04 Review Documents. Two sets of prints of the drawings and specifications (herein referred to as "Plans") for the exterior of each house or other structure proposed to be constructed on each Lot shall be submitted for review and approval to the Committee. The Plans submitted to the Committee may be retained by the Committee. Said Plans shall be delivered to the general office of the Committee or to the office of the administration agent designated to service the Committee at least fifteen (15) business days prior to the date construction is scheduled to commence. All Plans submitted shall include the following:

- (a) The Plans shall include a site plan, foundation plan, building plans, color chart, landscape plan, and floor plan. All plans must be to scale.
- (b) All Plans for structures shall be not less than one-eighth (1/8) inch to one (1) foot scale.
- (c) The site plan must take into consideration the particular topographic and vegetative characteristics of the Lot or Lots involved.
- (d) The Plans must include the elevations of all sides of the proposed structure.
- (e) The Plans shall show all existing and planned improvements, access streets and walkways, driveways, setbacks, easements of record and drives.
- (f) All Plans must include a summary exterior specifications list on a form designated or approved by the Committee of proposed materials.
- (g) And any other plans as may be reasonably required by the Committee.

3.05 Design Criteria, Structure.

(a) It is the intent of Developer that Lime Creek will generally present a consistent architectural environment. The following types of exterior materials, among others, are acceptable, subject to final approval of the actual appearance of such materials by the Committee:

(i) All residences must have brick or stone on the front and both sides of the residence except for gables, dormers, or other incidental areas. All foundations shall be brick. The remaining exterior may be covered with brick, stone, or cement stucco, or other material approved by the Committee. All horizontal lapped siding on the rear shall have a maximum width of eight (8) inches per board exposed to weather, except as may be otherwise approved by the Committee.

(ii) The minimum pitch for the main roof shall be 9:12. Minor roof elements may have a pitch of not less than 4:12 with the approval of the Committee. If the roof design

calls for an overhang, the overhang shall be not less than twelve (12) inches from the vertical wall. All roof must have dimensional shingles or other acceptable style approved by the Committee.

(iii) No concrete block, cinder block or concrete shall be used as an exposed building surface without the express approval of the Committee. Any proposed retaining wall or landscaping wall shall be brick and the design and landscaping of same must be submitted to and approved by the Committee in writing.

(b) No artificial, simulated or imitation materials shall be permitted without the prior approval of the Committee after submission of samples. Reflective glass shall not be permitted on the exterior of any dwelling, and no foil or brightly colored shades, blinds, or similar window treatments which can be seen from the exterior of the residence, or other reflective material which produces the same effect as reflective glass shall be installed on any windows or used for sunscreens, blinds, shades or other purposes.

(c) Each structure shall have a private, enclosed garage for at least one (1) and no more than four (4) cars unless otherwise approved by the Committee (carports shall not be permitted). Garage doors shall normally be kept closed except when entering and exiting.

(d) No window or "through wall" air conditioning units shall be allowed. All outdoor air conditioning units shall be located only at the side or rear of a dwelling.

(e) Satellite dishes, not to exceed eighteen (18) inches in diameter, may be permitted if properly screened. Any other type of radio antenna, radio receiver, or other similar electronic or radio receiving device must be approved in writing by the Architectural Control Committee. No radio or television signals or any other form of electromagnetic radiation or transmission shall be permitted to originate from any lot or dwelling which may interfere with the reception of radio or television signals within the Property.

(f) No plumbing or heating ventilators shall be placed on that portion of the roof of any structure which fronts on a street providing primary access to a Lot. All vents, fans or other items protruding from roofs shall be painted in as nearly the same color as the roof covering as is possible and shall be located on the rear or side of the roof. Any material other than natural copper used for roof valleys, flashings, drips, downpours or gutters shall be painted to blend with roof color or with the color of the exterior finish of the dwelling.

(g) Without prior approval of the Committee, no swimming pools (no above-ground pools are allowed), outdoor hot tubs, reflecting ponds, saunas, whirlpools, lap pools, tennis courts, basketball courts and other such facilities shall be constructed, installed and maintained. All lighting for such facilities and the hours during which such lighting may be used must be approved by the Committee. All lighting shall not spill over onto adjacent property.

(h) All driveways shall be finished with brick, stone, concrete pavers, or concrete. Dirt, gravel and loose stone driveways, following completion of construction of a dwelling, are prohibited.

(i) All chimneys must be at least two feet and four inches (2' 4") by four feet (4'-0") in size and will be required to have finished caps. The approved exterior finish material shall be brick, stone, stucco, masonite or cement based stucco board. Other exterior materials will be considered on written request to the Committee. No horizontal siding shall be permitted on chimney chases.

(j) All mailboxes and posts shall be located and constructed in accordance with U.S. Postal Service specifications. Committee shall have the right to specify the specific type, color, design and style of mailbox and post to be used.

(k) Yard lighting must be submitted to the Committee for review and approval.

(l) There shall be no silver chrome/mill finish aluminum or other silver finish metal doors (including glass sliding doors) and windows of any kind. The color of such finish must be approved by the Committee. All screening must be of a dark colored material.

(m) All fences, including materials and location, must be approved by the Committee prior to construction, and shall not exceed six (6) feet in height above grade.

(n) Drainage of surface water, storm water, and/or foundation drains may not be connected to sanitary sewers. Existing drainage shall not be altered in any manner, and specifically shall not be altered in such a manner as to divert the flow of water onto an adjacent Lot or Lots.

(o) Outside clothes lines or other facilities for drying or airing clothes shall not be permitted. Barbecue grills and other types of outdoor cooking equipment shall be located at the side or rear of the dwelling.

(p) Accessory structures, including, but not limited to, accessory buildings, detached garages, pool houses, utility sheds, and gazebos will not be permitted without written approval from the Committee. All play equipment shall be located so as to have a minimum visual impact on adjacent properties. Fountains, birdbaths, sculptures or doghouses shall be permitted but shall be limited to the back or side yards only. No trailer, tent, shack or barn, whether of a temporary or permanent nature, shall be erected on any Lot at any time. Any structure located in the front yard must be approved in writing by the Committee.

(q) Front steps shall be constructed of brick, stone or architecturally treated concrete, provided such shall be subject to approval of the Committee.

(r) No facilities, including poles, wires, pipes and conduits for the transmission of electricity, telephone, gas, water, sewer, cable television, security and other uses, shall be placed or maintained above the surface of the ground on any Lot, and no external or outside antennas of any kind shall be maintained, except as is expressly permitted or referred to in Section 3.05(f) above. No Lot Owner shall erect or permit any other party to erect any such overhead wires, poles or facilities of any kind. Each Lot Owner agrees, by acceptance of a deed to a Lot within the Property, to connect utility service lines (including, but not limited to, natural gas, water, sewer, cable television and electricity) at points designated by the Developer.

(s) Firewood shall be stored only at the rear or side of a dwelling in a location having minimum visual impact on adjoining properties.

3.06 Limitation of Liabilities. Neither the Committee nor any architect, nor engineer, nor agent thereof, nor Developer, nor the Association, shall be responsible in any way for any defects in any Plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such Plans and specifications. It is specifically agreed that the scope of review by the Committee shall be limited to aesthetic characteristics and appearance only and shall not include any responsibility or authority to review for structural soundness, compliance with building or zoning codes or standards, or any other similar matter. Neither the Committee, nor any member thereof, shall be liable to any Owner for any action taken, or omitted to be taken by the Committee or the individual members thereof in the performance of their respective duties hereunder.

3.07 Exclusive Residential Use and Improvements.

(a) All Lots in the Property shall be known, used, and described as residential Lots and shall be used for single family residential purposes exclusively, and for no other purpose, and no Lot shall be subdivided so as to decrease the size of any Lot as shown on any recorded map or plat. No structure, except as otherwise provided, shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family residence dwelling with not more than two (2) stories, excluding the basement as a story, and a private garage. For purposes of this Section 3.07(a), attics, attic areas and roofs shall not be included as a story. This section shall not be interpreted as to prohibit the construction of one (1) residence upon two (2) or more Lots. No open deck or other structure requiring separate and independent support to the ground shall be constructed so as to be higher than the top of the first floor of the dwelling.

(b) Every dwelling building erected on any Lot in the Property, exclusive of one-story open porches, garages, carports and other unairconditioned, unfinished spaces, shall each include a minimum of 1,825 square feet of enclosed, heated, habitable areas, ("finished space") and for a one and one half story or two story home a minimum of 1000 square feet on the first floor. Finished space shall be measured from the outside wall of the house (not including the brick).

(c) No more than one (1) single family unit shall occupy any dwelling house. For purposes of this section, and except as may be otherwise provided by law, a single family shall mean a group of people related to the owner, the spouse of the owner, or any person cohabiting with the owner by blood or marriage within the first degree of affinity as computed under the civil law.

3.08 Subsurface Conditions.

(a) Approval of the submitted Plans by the Committee, as herein provided, shall not be construed in any respect as a statement, representation or warranty of the Committee, the Developer, or any person acting on behalf of them, to the Owner or any other person submitting such Plans, or successors or assigns of such Owner, that the surface or subsurface conditions of the Lot are

suitable for the construction of the improvements contemplated by such Plans. It shall be the sole responsibility of the Owner to determine the suitability and adequacy of the surface and subsurface conditions of the Lot for the construction of any and all structures and other improvements thereon.

(b) Neither the Association, the Committee (and their respective individual members), nor the Developer and its partners, agents, and employees and the officers, directors, agents, and employees of its partners, shall be liable to any Owner, or the successors, assigns, licensees, lessees, employees and agents of any Owner, for loss or damage on improvements, or structures now or hereafter located upon the Property, or on account of injuries to any Owner, occupant, or other person in or upon the Property, which are caused by known or unknown sinkholes, underground mines, limestone formations or other similar conditions under or on the Property.

3.09 Variance Requests. The Committee, in its discretion, shall have the authority to modify the requirements of this Article III upon the request for a variance from such requirements by an Owner with respect to his or her Lot. If the Committee grants a requested variance, the nonconforming improvements subject to said request shall not be deemed to be in violation of these covenants. The granting or denial of a request for variance shall not be binding on the Committee, nor shall it have any precedential value, on any further variance requests by the Owner or another Owner.

3.10. Landscaping and Irrigation. Each Lot shall, to the extent practicable, incorporate into the landscaping plan therefor the natural plant life existing on such Lot, and shall otherwise take such steps which will, to the extent practicable, preserve the existing trees, plant life, wild flowers, and natural environment, including natural drainage channels which exist on such Lot.

3.11 Setback Requirements. The following setback requirements shall be applicable to the Lots in the Map and Survey of Lime Creek, except as may be otherwise shown on any recorded map or plat:

- (a) Side yard requirements shall be a minimum of ten feet (10'0").
- (b) Rear setback shall be forty feet (40'0").
- (c) Front setback shall be thirty-five feet (35' 0"), except as denoted on the record map.
- (d) For purposes of subparagraphs (a) through (c) above, and any other setback requirements as may be shown on the Record Map, eaves, steps, stoops, uncovered porches, uncovered terraces and uncovered decks shall not be deemed a part of the dwelling.

ARTICLE IV

EASEMENTS

4.01 Owners' Easement With Respect to Common Areas. Every Owner shall have a right

and easement of enjoyment in and to all Common Areas subject to the limitations set forth in this Declaration.

4.02 Other Services and Drainage. In the event that all of the Owners shall agree, they may elect to create, by having all affected Owners file a declaration in the Office of the Judge of Probate of Shelby County, Alabama, one or more mutual, reciprocal, non-exclusive easement(s) in favor of each Owner in common with all other Owners, and their respective tenants, employees, guests, invitees, licensees, agents and contractors under, through and over such portions of the Property as are designated therein in order to: (1) permit vehicular and pedestrian traffic over, through and across such areas designated therein as may from time to time be paved and intended and designated for such purposes and use, and (2) install, maintain, use, repair and replace wires, pipes, conduits, utility lines, sewer and storm drainage lines and other services located or to be located on the Property. The use of each such easement may be made subject to such terms and restrictions as the Owners may agree and set forth in such declaration. In the event that all of the Owners shall agree, they may elect to have the Association maintain such easement or easements.

4.03 Drainage Easement. Drainage flow shall not be obstructed or diverted from drainage swales, storm sewers and/or utility easements as reflected on the Record Map, or as may hereafter appear on any plat of record in which reference is made to these Protective Covenants. The Developer or the Association may locate and construct drainways for surface water wherever and whenever such action may appear to Developer or the Association to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health and appearance. Except as provided herein, existing drainage shall not be altered in such a manner as to divert the flow of water onto an adjacent Lot or Lots or Common Areas. The provisions hereof shall not be construed to impose any obligation upon Developer or the Association to locate or construct such drainway.

No permanent structure may be constructed or placed in such flowage easement area. Each Lot owner also agrees, upon a conveyance of a Lot and by acceptance of a deed to a Lot, to assume all the risks and hazards of ownership or occupancy attendant to such Lots, including, but not limited to, its proximity to waterways.

4.04 Utility Easement. Developer reserves for itself and the Association the right to use, dedicate and/or convey to the appropriate local authority or agency, and/or to the appropriate utility company or other companies, rights-of-way or easements on, over or under the ground to erect, maintain and use utilities, electric and telephone poles, wires, cables, cable television, conduits, storm sewers, sanitary sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, cable television, or other public conveniences or utilities, on, in and over the utility easements reflected on the Record Map or as may hereafter appear on any plat of record of Property subject to these Protective Covenants.

4.05 Additional Easements and Uses. For so long as the Developer owns any Lot, the Developer, and, thereafter, the Association, on its own behalf and on behalf of all Owners, who hereby

appoint the Developer and/or the Association, as the case may be, irrevocably, as their attorney-in-fact for such purposes, shall have the right to grant such additional electric, telephone, water, sanitary sewer, landscaping, irrigation, security, maintenance, drainage, gas, cable television and/or other utility, recreational or service easements or facilities (subject to applicable restrictions), in any portion of the Property, and to grant access easements or relocate any existing access easements in any portion of the Property, as the Developer or the Association shall deem necessary or desirable for the proper operation and maintenance of the Property, or any portion thereof, or for the general welfare of the Owners, or for the purpose of carrying out any provisions of this Declaration, provided: (a) such new easements or relocation of existing easements will not, in the opinion of the Board of Directors of the Association, unreasonably interfere with any Owner's enjoyment of the portion of the Property owned by such Owner; (b) any required work is done at the sole cost and expense of the Association, and after completing such work, the Association will restore any portion of the Property which was affected to the same or as good a condition as existed immediately before the commencement of such work; and (c) following the completion of such work, the Association shall cause a survey to be made of the easement showing its location on the Property and cause the same to be recorded in the Probate Office of Shelby County, Alabama. Such right of the Developer and/or the Association shall also include the right to provide for such simultaneous or concurrent usage of any presently existing or additional easements for such purposes, not infringing upon their stated purposes, as it may deem necessary or desirable, including, but not limited to, their use for the recreational purposes of the Owners, their respective tenants, employees, guests, invitees, licensees and agents.

4.06 Sidewalk and Access Easements. The following sidewalk and access easements are applicable:

(a) Any purchaser of Lots shall, at the time of construction of any improvements thereon, construct a sidewalk in accordance with those standards established by Developer. The Developer may or may not require sidewalks to any one sector.

4.07 Additional Documents. All Owners agree, upon the request of the Developer, the Committee, or any other person having the right to do so, to execute such other documents as are necessary or convenient to effectuate the intent of this Declaration with respect to all easements which may be created pursuant to this Article IV.

4.08 Limitations. Any easements which may be created pursuant to this Article IV shall be appurtenant to, and the benefits and burdens thereof shall pass along with the title to, every Lot and are further subject to the following limitations:

(a) All provisions of this Declaration and the Articles and By-Laws of the Association;

(b) All the rules and regulations governing the use and enjoyment of the Common Areas which may have been or may hereafter be adopted by the Association; and

(c) All restrictions contained on any and all plats of all or any part of the Common Areas or any other part or parts of the Property.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

5.01 Affirmative Covenant to Pay Assessments. Each Owner, by acceptance of a deed or other instrument of conveyance for a Lot, whether or not it shall be so expressed in any such deed or other instrument, including any purchaser at a judicial sale, shall be obligated and hereby covenants and agrees to pay to the Association, in the manner set forth herein, all assessments or other charges, determined in accordance with the provisions of this Declaration (the "Assessments").

5.02 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 (including, without limitation, the payment of Common Expenses under Article VI below) and of any easement in favor of the Association and/or the Owners, as well as for such other purposes as are properly undertaken by the Association.

5.03 Annual Assessments. The Association will assess \$125.00 per annum or an amount determined by the Board of Directors of the Association necessary to meet common expenses as defined in Article VI below and such other recurring projected expenses as the Board of Directors of the Association (the "Board") may deem appropriate. The Assessment year for the Annual Assessments will be based on calendar year. Homeowners will pay a pro rata share at closing for current calendar year and Assessments will be billed in January of each year.

5.04 Special Assessments. In addition to the Annual Assessments specified in Section 5.03 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.

5.05 Duties of the Board of Directors. The Board shall fix the amount of all Assessments, the date of commencement for each Assessment, and the due date of such Assessment, on a per Lot 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 thirty (30) days prior to the Assessment due date.

5.06 Date of Commencement and Due Date for Assessments. The liability of a Lot for any Assessment shall commence on the date or dates 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.

5.07 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).

5.08 Certificates Concerning Assessments. The Association shall, upon demand at any time, furnish to any Owner liable for any Assessment or his designee or any Institutional Mortgagee a certificate in writing signed by an Officer or Agent 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.

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

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

(a) 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 (30th) day thereafter, and together with interest thereon and cost of collection thereof as are hereinafter provided, thereupon become a continuing lien on the Lot encumbered thereby, and also the personal obligation of its Owner, his heirs, and his or its successors and/or assigns. Notice of such delinquency shall be forwarded to such Owner and any Institutional Mortgagee having an interest in the Lot. The personal obligation of any Owner to pay such Assessment, however, shall remain his or its personal obligation and shall not pass to any successors or assigns unless expressly assumed by them.

(b) If any Assessment is not paid within thirty (30) days after the delinquency date, the Assessment shall bear interest from the date of delinquency at the highest rate permitted under Alabama law, or twelve percent (12%) per annum, whichever is greater, and the Association may bring an action against the Owner personally obligated to pay the same and/or commence the foreclosure of the aforesaid lien against the Lot in like manner as a foreclosure of a mortgage on real property under the laws of the State of Alabama, and there shall be added to the amount of such Assessment all attorneys' fees incurred in attempting to collect such Assessment and in prosecuting any action for the same, the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include the interest on the Assessment as above provided, together with the costs of the action. The lien granted to the Association shall further secure 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.

(c) The lien herein granted to the Association shall be perfected by recording a

Claim of Lien in the Probate Office of Shelby County, Alabama, stating the description of the Lot encumbered thereby, the name of its Owner, the amount due and the date when due. The lien shall continue in effect until all sums secured by it, as herein provided, shall have been fully paid. Such Claim of Lien shall include only Assessments which are due and payable when the Claim of Lien is recorded, plus interest, costs, attorneys' fees and 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.

(d) The lien of any Assessments shall be subordinate to the lien of any Institutional Mortgagee bearing a recording date in the Probate Office of Shelby County, Alabama prior to the date of recording the Association's Claim of Lien. Where an Institutional Mortgagee obtains title to a Lot as a result of foreclosure of its mortgage or where any Institutional Mortgagee or its designee accepts a deed to a Lot in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for any Assessment pertaining to such Lot or chargeable to the former Owner which became due prior to the acquisition of title to such Lot, unless such delinquent Assessment was secured by a Claim of Lien recorded prior to the recordation of the Institutional Mortgagee's mortgage. 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.

(e) Any person who acquires an interest in a Lot, except an Institutional Mortgagee as specifically provided above, including, but not limited to, persons acquiring title by operation of law or at a judicial sale, shall not be entitled to occupancy of the Lot or the use or enjoyment of the Common Areas until such time as all unpaid Assessments due and owing by the former Owner have been paid in full. Any party who has a contract to purchase a Lot, or who has made application for a loan secured by a mortgage on said Lot, may, by written request, inquire of the Association whether the Lot is subject to any Assessments which are due and payable and the Association shall give the requesting party a written response within ten (10) days of such inquiry providing information as to the status of Assessments on said Lot. The party making such request may rely on the information set forth in such response and the facts stated therein shall be binding upon the Association.

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

5.11 Exempt Property. The Board shall have the right to exempt any portion of the Property from the Assessments, charges and liens 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:

(a) As an easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

(b) As a Common Area as defined in Section 1.02 hereof.

5.12 Initial Assessments. No assessments shall be made or levied pursuant to this Article until January 1, 2004.

ARTICLE VI

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 V 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.

6.01 Maintenance and Repair of Common Areas. The cost and expense to keep and maintain the Common Areas in good and substantial repair and in a clean and attractive condition, if any, including the charges in Section 7.01 of this Declaration.

6.02 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, including any actual cost borne by the Developer in the management of the same.

6.03 Property Taxes. All ad valorem taxes and other assessments relating and connected to the Common Areas, if any.

6.04 Reserves. The Association shall establish contingency reserves for repairs to Common Area structures such as lighting or sidewalks. The Association may establish reserves for the payment of Common Expenses in the future.

6.05 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.

6.06 Interested Transactions. The Association may obtain materials and services from the Developer or any of its Affiliates in connection with the management of the Association or any part of the Common Areas as herein contemplated, provided that the compensation for such materials and/or services is, in the opinion of the Association, comparable with the compensation of any non-affiliated third party providing similar materials and/or services which can be reasonably made available to the Association.

6.07 Enforcement of 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, by the By-Laws or this Declaration.

(a) Rules and Regulations. In addition to the terms and provisions set forth in this Declaration, the Board may establish and enforce rules and regulations governing the use, improvements, maintenance and repair of all Lots, Dwellings and Common Areas. Without limiting the foregoing, the Board may adopt rules and regulations which shall govern the use of any of the Common Areas by Owners and Occupants.

(b) The Owner of each Lot or Dwelling, for himself or herself, any Occupant of such Lot or Dwelling and their respective family members, guests, invitees, heirs, executors, personal representatives, administrators, successors and assigns, by acceptance of a deed to such Lot or Dwelling, and each Mortgagee, by acceptance of a Mortgage encumbering any such Lot or Dwelling, for themselves and their respective successors and assigns, do hereby:

(i) irrevocable and unconditionally waive, release and forever discharge Developer, the Committee, the Association and such Governmental Authority and their respective officers, directors, members, parties, agents, representatives, successors and assigns, of and from any and all actions, causes of action, claims, demands, agreements, covenants, suits, obligations, controversies, accounts, damages, costs expenses, losses and inabilities of every kind or nature, known or unknown, arising out of or on account of:

(1) any loss, damage, or injury to person or property, including death, as a result of any entry onto the Swim and Tennis Center Property facilities by any such Owner, Occupant, Mortgagee or any of their respective family members, guests, invitees, heirs, executors, personal representatives, administrators, successors and assigns; and

(2) Acknowledge and agrees that:

(aa) Neither Developer, the Committee, the Association, any Governmental Authority nor any of their respective agents, employees, representatives successors and assigns, shall provide any supervisory personnel or assistance in the conduct of any activities on or about the Lakes.

(bb) The use of the Lakes by any such Owner or Occupant or any of their respective family members, guests, invitees or heirs, executors, personal representatives, administrators, successors and assigns, shall be at the sole risk and expense of the person or entity using such facility.

(cc) The Lakes, as with any other body of water, pose a potential threat of life threatening harm and each Owner or Occupant and their respective family members, guests and invitees, should exercise the utmost care and safety precautions in and around the Lakes.

ARTICLE VII

RESTRICTIONS ON USE

7.01 Maintenance.

(a) It shall be the responsibility of each Owner to prevent any unclean, unsightly or unkept conditions of buildings or grounds on such Lot which shall tend to decrease the beauty of the specific area or of the neighborhood as a whole.

(b) All Lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and in such manner as to prevent their becoming unsightly by reason of unattractive growth on such Lot or the accumulation of rubbish or debris thereon. In order to implement effective control of this item, Developer reserves for itself, its agents and the Association, the right, after ten (10) days' notice to any Owner of a Lot, to enter upon such Lot with such equipment and devices as may be necessary for the purpose of mowing, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the Developer or the Association detracts from the overall beauty and safety of the Property. Such entrance upon such property for such purposes shall be only between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday and shall not be a trespass. Developer or the Association may charge the Owner a reasonable cost for such services, which charge shall constitute a lien upon such Lot enforceable in accordance with Section 5.10 of this Declaration. The provisions of this section shall not be construed as an obligation on the part of Developer or the Association to mow, clear, cut or prune any lot nor to provide garbage or trash removal services.

(c) All maintenance for the Common Areas will be the responsibility of the Association. Maintenance to be provided by the Association includes, but is not limited to, maintenance of the entrance to the Property, maintenance of all landscaping and grassed portions of the Common Areas, including medians, if any, and general maintenance or repair of any kind whatsoever of any areas within the Property which are not the responsibility of a governmental authority or a specific Owner. Notwithstanding anything within this Declaration to the contrary, so long as Developer owns any Lots within the Property, Developer reserves the right to provide or contract to provide for all such maintenance services for the benefit of the Association and to bill the Association for the cost of such services not more frequently than quarterly.

7.02 Construction.

(a) In the event of any damage to any utilities, drainage structure, roadway, or other infrastructure by any Owner, or his or her agents, servants, employees, or contractors, the Developer or the Association shall have the right to repair any damage not repaired after ten (10) days written notice and to charge the Owner, or his or her contractor, the reasonable cost for such repair, which charges shall constitute a lien upon such Lot enforceable in accordance with Section 5.10 of this Declaration.

(b) During construction of any dwelling or improvement, the Owner must keep

Lots, homes and garages maintained and clean and must keep Yards cut. All building debris, stumps, trees, and other waste must be removed from each Lot by the builder or contractor as often as necessary to keep the Lot attractive. Such debris and waste material shall not be kept on any Lot nor dumped in any area of the Property. No unused material (except rocks or bricks) may be buried on or beneath any Lot or dwelling.

(c) Adequate silt fencing, erosion control devices, and gravel at the entry of each driveway must be properly installed and maintained during construction. All streets within the Property or any adjoining property shall be kept free of dirt, gravel, mud, silt and debris from erosion and construction traffic.

(d) During the construction of any improvements or dwellings, the Owners and their agents, contractors, subcontractors and material suppliers shall comply with all requirements of any governmental authorities having jurisdiction over the Property, including, but not limited to the Alabama Department of Environmental Management and the Engineering Department of the Town of Chelsea.

7.03 Animals. Subject to the Association's sole discretion, no animals, livestock, birds, insects or poultry of any kind or description except the usual household pets shall be kept, raised or bred on any Lot; provided, however, that no household pet may be kept on any Lot for commercial breeding purposes; provided further, that any household pets shall be confined to the Lot of the Owner thereof and must be kept on a leash when permitted to be outside. No more than three (3) outside pets per dwelling shall be permitted.

7.04 Nuisance. No noxious, offensive or illegal activities shall be carried on or permitted to exist upon any Lot or within the Property nor shall anything be done on any Lot or within the Property which may be or may become an annoyance, embarrassment, nuisance or source of discomfort to the neighborhood or which would render any portion of the Lot or dwelling thereon unsanitary, unsightly, offensive or detrimental to other Lot owners or which may result in the cancellation or increase of insurance coverage or premiums for others, or cause a violation of any law, statute, ordinance, rule, regulation or requirement of any governmental authority. Without limiting the generality of the foregoing, no horns, whistles, bells, or other similar sound devices other than security and fire alarm devices used exclusively for such purposes shall be located or placed upon any Lot, dwelling or other portion of the Property.

7.05 Minerals. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot.

7.06 Garbage. No trash, garbage, rubbish, refuse, waste or other debris of any kind shall be dumped, placed or permitted to accumulate on any portion of the Property. All dead trees, limbs, leaves and other debris shall be removed from the Lot within a reasonable length of time. Trash, garbage, or other refuse or waste shall not be kept on any Lot or dwelling except in sanitary containers or garbage compactor units. Garbage containers shall at all times be kept at the rear, side, or inside

of a dwelling and shall be screened from view from streets and adjacent Lots and dwellings by appropriate landscaping or fencing. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted except during construction with approval of the local governmental authorities and the Committee. The Owner of each Lot shall contract with the authorized agent in the Town of Chelsea or Shelby County for the collection of trash, refuse and garbage.

7.07 Signs. All signs, billboards or advertising signs of any kind are prohibited except that (i) developer, builder and contractor signs will be permitted during construction periods if approved by the Committee, and (ii) one professional sign of not more than five (5) square feet will be permitted to advertise the Property for sale during sales periods. All builder or contractor signs shall be promptly removed after completion of construction. No sign shall be nailed or attached to trees.

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

7.09 Roadway Obstruction. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above any roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. Except as herein provided, no trees shall be permitted to remain within such distance of such intersections unless the foliage is maintained at sufficient height to prevent obstruction of such sight-lines. Any such tree or shrub of a rare or unusual species may be permitted to remain in place upon application to and written permission from the Committee.

7.10 Boats, Trailers and Campers. No boat, boat trailer, house trailer, truck, camper or similar equipment or vehicle shall be parked or stored on any road, street, driveway, Yard or Lot located in the Property or otherwise be visible from any street for any period of time in excess of twenty-four (24) hours except in garages. Also, no unkept, unoperational, unmaintained or otherwise unattractive vehicle or piece of equipment may be parked or stored on any road, street, driveway, Yard or Lot or otherwise be visible from any street in the Property, but may be kept only in garages. No vehicles of any kind shall be parked on any Yard or natural areas of a Lot.

7.11 Trees. All Owners shall use their best efforts to preserve as many trees as practicable on their respective Lots. During the construction of any improvements or dwellings, the Owners and their agents, contractors, subcontractors and materials suppliers shall use their best efforts not to damage trees or other vegetation which, pursuant to this Declaration, are to be preserved.

7.12 Firearms. There shall be no discharging of any type firearm or other weapon in the Property.

7.13 Due Care. Each and every Owner and future Owner, in accepting a deed or contract for any Lot or Lots in the Property, whether from Developer or a subsequent Owner of such Lot,

agrees, in connection with the construction of any improvements on such Lot or Lots, to exercise due care, and to assure that any builders or contractors of such Owner, or employees and subcontractors of such contractors, will exercise due care and will comply with any and all governmental rules, regulations, codes and ordinances relating to safety, so as to protect the safety and health of the public, and the safety and health of such Owner, his or her family, and any such builder or contractor and its employees and subcontractors.

7.14 Time of Construction. Upon the commencement of construction of any building on a Lot, work thereon must be prosecuted diligently and continuously and must be completed within twelve (12) months from date of commencement of construction.

7.15 Drainage. No Owner shall restrict the planned flow of storm water along any street or road upon which the Owner's Lot fronts or adjoins. All proposed construction of driveways or other ingress and egress to each Lot shall be approved by the Committee in efforts to prevent violation of such restriction.

ARTICLE VIII

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

8.01 Membership. Every Owner, including the Developer, for so long as it is an Owner, shall 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 Probate Office 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.

8.02 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 (1) vote be cast with respect to any one (1) Lot. There shall be no fractional voting. The votes of an Owner of more than one (1) 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 Lots which 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 Section 8.02, the Developer shall have the exclusive right to (i) vote on all issues and matters of the Association, and (ii) elect the members of the Board of Directors of the Association, and in the event of vacancies, the Developer shall fill vacancies, until such time as all Lots have been sold to Owners other than Developer, or the Developer elects, at its

option, to terminate its control of the Association, whichever first occurs.

ARTICLE IX

RIGHTS OF DEVELOPER

9.01 Indemnification. Each and every Owner, in accepting a deed or contract for any Lot or Lots in the Property, whether from Developer or a subsequent owner of such Lot, agrees to indemnify and reimburse Developer and/or the Association, as their respective interests may appear, for any damage caused by such Owner or the builder, contractor, agent or employees of such Owner, to roads, streets, gutters, walkways, Common Areas, or other portions of the Property, including all surfacing thereon, or to water, drainage or storm sewer lines or sanitary sewer lines owned by Developer and/or the Association, or for which Developer and/or the Association has responsibility, at the time of such damage.

9.02 Limitation of Liability. Each and every Owner, in accepting a deed or contract for any Lot or Lots in the Property, whether from Developer or a subsequent Owner of such Lot, agrees and covenants to release, indemnify, protect and hold harmless the Developer, and its agents, directors and employees (all of whom are included in the term "Developer" for the purposes of this Section 9.03) from and against any and all claims and demands by such Owner, any member of his or her family, their employees, agents, guests, invitees, licensees, builders, contractors, and employees or subcontractors of such contractors, or any other persons whomsoever, for damages to property and personal injury or death (including, but not limited to, the Developer's contributory negligence) which may arise out of or be caused directly or indirectly by such Owner's Lot or Lots, and/or the use of or construction on said Lot or Lots by said Owner, any member of his or her family, their guests, agents, invitees, licensees, builders, contractors, or by any other person whomsoever. The indemnification by such Owner as set forth above shall also cover any and all expenses of Developer, including attorneys' fees resulting from any claims or demands.

ARTICLE X

NATURE OF PROTECTIVE COVENANTS; DEFAULTS AND REMEDIES

10.01 Protective Covenants Running with the Land. The foregoing Protective Covenants shall run with the land and constitute a servitude in and upon the Property and shall inure to the benefit of and be enforceable by the Developer, by the Association, by any Owner, or by any Adjacent Owner for a term of fifty (50) years from the date this Declaration is recorded, after which time the said Protective Covenants shall automatically be extended for successive periods of ten (10) years, unless an agreement, which has been signed by Owners who own two-thirds (2/3) or more of the then existing Lots in the Property, agreeing to terminate or modify this Declaration has been recorded in the Probate Office of Shelby County, Alabama.

10.02 Default. Violation or breach of any of the Protective Covenants shall constitute a

default hereunder. Any person given the right to enforce the Protective Covenants herein set forth may provide written notice thereof to any Owner (and any Institutional Mortgagee who or which has requested the same and provided to the Association an address for such notices).

10.03 Remedies for Default. The existence of any default which has not been cured within thirty (30) days of the notice specified above shall give the Developer, the Association, any Owner and any Adjacent Owner, in addition to all other remedies specified herein, the right to proceed at law or in equity to compel compliance with the terms of these Protective Covenants and to prevent the violation or breach of any of them. All costs, fees and expenses, including attorneys' fees, incurred by any party enforcing or attempting to enforce these Protective Covenants shall be borne by the defaulting party.

10.04 Nature of Remedies; Waiver. All rights, remedies and privileges granted to the Developer, Association, the Owners and the Adjacent Owners pursuant to the provisions of this Declaration shall be deemed to be cumulative, and the exercise of any one or more of them shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same, or any other party, from pursuing such other and/or additional rights, remedies, or privileges as may be available to such party at law or in equity. The failure at any point in time to enforce any covenants or restriction shall in no event be deemed a waiver of the right thereafter to enforce any such covenant or restriction. Nothing contained herein shall be deemed or construed to require the Developer or the Association to take any action or do any thing relating to the enforcement of these covenants, or the exercise of any remedy set out herein or as may be otherwise permitted by law.

10.05 Assignment. The Developer and the Association shall have the right to assign their respective rights to enforce these Protective Covenants. In the event of such assignment, the assignee shall have all the rights, remedies and privileges granted to its assignor under the provisions of this Article X.

10.06 No Right of Reverter. No covenant, condition or restriction set forth in this Declaration is intended to be, or shall be construed as, a condition subsequent or as creating the possibility of reverter.

ARTICLE XI

AMENDMENT OF DECLARATION

11.01 Amendment By Developer. The Developer reserves the right unilaterally to amend this Declaration, and to do so at such time, and upon such conditions, in such form and for such purposes as it, in its sole discretion, shall deem appropriate by preparing and recording an amendment hereto, provided, however, that this right of unilateral amendment is subject to the limitations set forth in Section 11.03 hereof and provided, further, that this right of unilateral amendment shall expire after all Lots have been sold to Owners other than the Developer, after which time this Declaration may be amended only in the manner set forth in Section 11.02 below.

11.02 Restrictions on Amendment. Amendments to this Declaration may be proposed by either the Board of Directors of the Association acting upon a vote of the majority of the Directors, or by the affirmative vote of members of the Association who own not less than a majority of the Lots, whether meeting as members or by instrument in writing signed by them upon any amendment or amendments to the Declaration being proposed by the said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association or, in the absence of the President, such other officer of the Association, who shall thereupon call a special meeting of the members of the Association for a date not sooner than twenty (20) days, nor later than sixty (60) days, from receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each member written or printed notice of such special meeting, stating the time and place thereof, and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed not less than ten (10) days nor more than fifty (50) days, before the date set for such special meeting. Such notice shall be given to any Institutional Mortgagee of record who requests such notices and provides an address therefor to the Association. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his post office or street address as it appears on the records of the Association, the postage thereon being prepaid. Any member may, by written waiver of notice signed by such members waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such special meeting, the amendment or amendments proposed must be approved by the affirmative vote of members who own not less than two-thirds (2/3) of the total Lots of the Property in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments to the Declaration shall be transcribed and certified by the President and Secretary of the Association as having been duly adopted and the original or executed copy of such amendment or amendments so certified and executed with the same formalities as a deed shall be recorded in the Office of the Judge of Probate of Shelby County, Alabama within twenty (20) days from the date on which the same became effective, such amendment or amendments to specifically refer to the recording identifying the Declaration. Thereafter, a copy of said amendment or amendments, in the form in which the same were placed of record, shall be delivered to all of the Owners, but mailing or delivering of a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

11.03 Restrictions on Amendment. Notwithstanding the foregoing provisions of this Article XII:

(a) No amendment shall materially adversely affect the rights and priorities of any Institutional Mortgagees of record or change the provisions of this Agreement with respect to Institutional Mortgages, unless all Institutional Mortgagees of record so adversely affected shall consent thereto.

(b) No amendment to this Declaration shall make any change in the qualifications of the membership nor diminish the voting or property rights of members, without approval in writing

by all Owners and the joinder of all Institutional Mortgagees.

(c) No amendment to this Declaration shall abridge, limit, amend or alter the rights, privileges, powers or options of the Developer or any Institutional Mortgagee, as the same are set forth in the Declaration, without the prior written consent of the Developer, if it is so affected, and any Institutional Mortgagee which is so affected.

11.04 Scrivener's Error. Notwithstanding the foregoing amendment provisions, any scrivener's error or omission may be corrected by the filing of an amendment to this Declaration consented to by the Board of Directors of the Association and any Owners or Institutional Mortgagees of record directly affected by the amendment. No other Owner is required to consent to any such amendment. If there appears to be any other omissions or errors in this Declaration, scrivener's or otherwise, and such error or omission does not materially adversely affect the rights and interests of any other party, then such error or omission may be corrected by the filing of an amendment to this Declaration executed by the Board without the consent of any other party.

ARTICLE XII

GENERAL PROVISIONS

12.01 Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed by United States mail, postage prepaid, to the address of such Owner as it appears on the records of the Association at the time of such mailing. Any notice required to be sent to the Developer or the Association, as the case may be, shall be deemed to be sent when mailed by United States mail, postage prepaid, to their respective registered office in the State of Alabama.

12.02 Severability. Invalidation of any provision or provisions hereof by judgment or court order shall in no way affect any previous other provision, all of which shall remain in full force and effect.

12.03 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Alabama.

12.04 Captions. The captions and titles of the various Articles and Sections in this Declaration are for convenience of reference only, and in no way define, limit or describe the scope or intent of this Declaration.

12.05 Usage. Whenever used herein the singular shall include the plural and the singular, and the use of any gender shall include all genders.

12.06 Conflict. (a) If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of any provisions of this Declaration, the Articles, the By-Laws or the Rules and

Regulations, then the provisions of this Declaration shall prevail.

(b) All disputes and controversies of every kind and nature between the Developer and any Owner or subsequent owner of any property to which these protective covenants are applicable as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuance, or termination of the Protective Covenants or any contract for the sale or purchase of the real estate described in the contract, or performance related thereto, or any part or aspect thereof or in any way related to the same or any real estate, lot or portion thereof or interest therein, shall be submitted to arbitration pursuant to the procedure set forth in this agreement.

(c) Either party may demand such arbitration in writing within sixty (60) days after the controversy arises, which demand shall include the name of the arbitrator appointed by the party demanding arbitration, together with a statement of the matter in controversy.

(d) Within thirty (30) days after such demand, the other party shall name his/her/its arbitrator, or in default of such naming, such arbitrator shall be named immediately by the Arbitration Committee of the American Arbitration Association, and the two (2) arbitrators so selected shall name a third arbitrator within thirty (30) days or, in lieu of such agreement on a third arbitrator by the two arbitrators so appointed, a third arbitrator shall be appointed by the Arbitration Committee of the American Arbitration Association.

(e) The arbitration costs and expenses of each party shall be borne by that party.

(f) The arbitration hearing shall be held at Columbiana, Alabama on thirty (30) days' notice to the parties.

(g) The arbitration rules and procedures of the American Arbitration Association shall be used in the arbitration hearing and the law of evidence of the State of Alabama shall govern the presentation of evidence at such hearing.

(h) The arbitration hearing shall be concluded within thirty (30) days unless otherwise ordered by the arbitrators and the award on the hearing shall be made within thirty (30) days after the close of the submission of evidence.

(i) An award rendered by a majority of the arbitrators appointed under this agreement shall be final and binding on all parties to the proceeding during the period of this agreement, and judgment on such award may be entered by either party in the highest court, state or federal, having jurisdiction.

(j) The provisions of this agreement shall be a complete defense to any suit, action, or proceeding instituted in any federal, state, or local court or before any administrative tribunal with respect to any controversy or dispute arising during the period of this agreement and which is arbitrable as set forth in this agreement.

(k) Nothing contained in this agreement shall be deemed to give the arbitrators any authority, power, or right to alter, change, amend, modify, add to, or subtract from any of the provisions of the Declaration of Protective Covenants or any contract entered into by and between the parties concerning the sale of said property or any interest therein, including, but not being limited to, the initial contract between Developer and the initial purchaser of said property.

(l) It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Alabama.

(m) Any notice provided for or concerning this agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail.

(n) Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

12.07 Effective Date. This Declaration shall become effective when it has been recorded in the Probate Office of Shelby County, Alabama.

12.08 Owner's Acceptance. Each Owner, by acceptance of a deed or other instrument of conveyance for any lot or any interest therein, or by execution of a contract for the purchase therefor, unconditionally agrees to be bound by, and to comply with, each and every term, provision, covenant and restriction contained herein.

IN WITNESS WHEREOF, the undersigned has duly executed this Declaration as of the date first above written.

DEVELOPER:

CHELSEA ONE, LLC

By: _____
Rodney E. Davis, Member

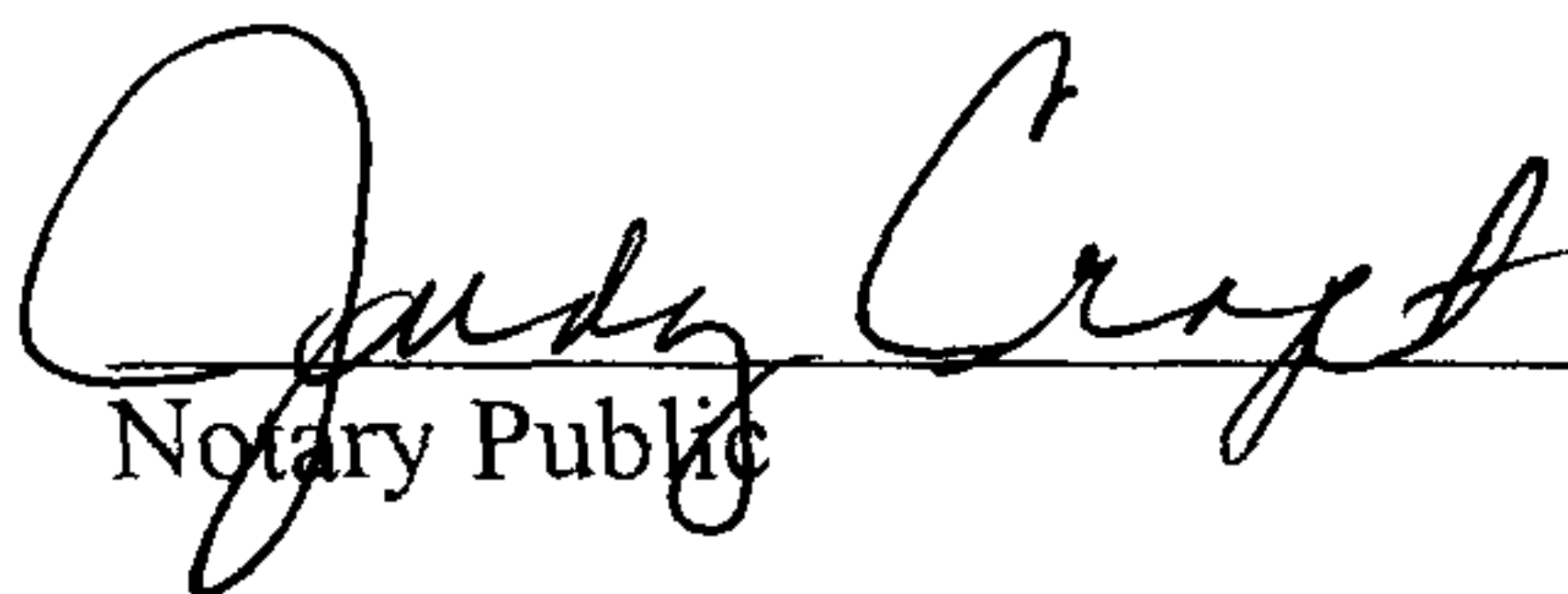
By: _____
Michael Henry Strong, Member

[ACKNOWLEDGMENTS ON FOLLOWING PAGE]

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that RODNEY E. DAVIS, whose name as Member of CHELSEA ONE, LLC, an Alabama limited liability company, 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 the instrument, he, as such member and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and seal of office this 8th day of December, 2003.


Notary Public

[NOTARIAL SEAL]

My commission expires: My Commission Expires June 28, 2005

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that MICHAEL HENRY STRONG, whose name as Member of CHELSEA ONE, LLC, an Alabama limited liability company, 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 the instrument, he, as such member and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and seal of office this 8th day of December, 2003.


Notary Public

[NOTARIAL SEAL]

My commission expires: My Commission Expires June 28, 2005

**Bestway Business
Centre, P.O. Box 356
Chelsea, AL 35043
205-678-6784
FAX 205-678-7570**

Memo

To: Closing Attorneys and Real Estate Agents
From: Glenda B. Bradley
CC: File
Date: 1/6/2004
Re: Lime Creek Subdivision – Phase I, Homeowners' Association

We have been selected to handle all of the accounting and bookkeeping responsibilities for the above named association and are eager to work with you. On all closings, Homeowners' Association dues are to be collected at the rate of \$125.00 per year on a pro-rated basis. Please provide details as to correct name and address for all homeowners and notify them at closing that should they sell their home, or their address be changed, it is their responsibility to notify me of correct name and address of new homeowners or new addresses for future billings. They will continue to owe annual dues until we are otherwise notified of any changes that may occur.

Checks should be made payable to: *Lime Creek Subdivision – Phase I,
Homeowners' Association*

Checks should be mailed to: *Bestway Business Centre*

P.O. Box 356

Chelsea, AL 35043


Glenda B. Bradley