



July 6, 2004

Attention: Mr. Edgar Fogleman
Freedom Properties, LLC
1969 Lakemont Drive
Hoover, Alabama 35244

Dear Mr. Fogleman:

You have acknowledged receipt of a copy of "THE DECLARATION OF CONDOMINIUM OF SADDLE LAKE FARMS, A CONDOMINIUM" recorded in the Shelby County Office Of Probate, Instrument # 1995-17533. Paragraph "X. ARCHITECTURAL CONTROL" outlines in great detail the Architectural Committee's requirements of the Unit Owner to submit any plans and specifications and receive prior approval for any Improvement Or Single Family Residence or other permitted structures of any kind that is to be constructed or placed on any Unit. In addition, the Unit Owner must acquire prior approval of the general contractor who will construct the residence or all other improvements upon said unit. The Architectural Committee shall approve or disapprove the submitted plans and specifications for any improvement, residence or structure and approve or disapprove the general contractor prior to the commencement of construction of such improvement, home or structure within sixty (60) days of submission of the required documentation.

Freedom Properties, LLC is presently in various states of construction for new residences located on Units 45, 55 and 67 of Saddle Lake Farms, a Condominium, Map Book 20, Pages A & B. This letter is to serve further notice that these Units are not in compliance with the above stated requirements of the Saddle Lake Farms Architectural Committee and have failed to acquire approval. In addition, Freedom Properties, LLC fails to meet the requirements as an approved general contractor within the Saddle Lake Farms development.

Enclosed is an additional copy of paragraph X.1-4 ARCHITECTUAL CONTROL of "THE DECLARATION OF CONDOMINIUM OF SADDLE LAKE FARMS, A CONDOMINIUM".

Sincerely,

A handwritten signature in black ink, appearing to read "Gerd R. Anderson", written in a cursive, flowing style.

Gerd R. Anderson
Saddle Lake Farms Association, Inc.
Architectural Committee

(iv) Such signs, the nature, number, and location of which have been approved in advance by the Architectural Committee.

Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Developer or its duly authorized agent, of structures, improvements or signs necessary or convenient to the development, sale, operation and other disposition of the Units.

4. Reallocation of Maintenance Responsibility. On a vote of the Unit Owners of two-thirds (2/3) of the Units at any regular or special meeting of the membership of the Association, the Association shall be authorized to maintain and charge for maintenance of various components of the Private Elements of each Unit such as lawn and landscaping care and fertilization, exterior window cleaning, sweeping of driveways on the Units, and the like. Any such resolution passed by the membership of the Association shall set forth with particularity the services to be performed on the Private Elements by the Association or its agents and the charge for such service which charge shall be collected by the Association and shall constitute an assessment made by the Association pursuant to the annual assessment provided for in Section XII-1(a). Failure of any Unit Owner to pay his portion of the annual assessment shall create a lien against his Unit just as if the said Unit Owner failed to pay any other assessment duly authorized and made by the Board of the Association. Collection of any unpaid charges of this category of expense shall be pursuant to and in compliance with Section XII-8 of this Declaration.

X. ARCHITECTURAL CONTROL

1. Objective of Architectural Control. Architectural and design review shall be directed towards attaining the following objectives:

(a) Preventing excessive or unsightly grading, indiscriminate earth moving or clearing of property, removal of trees and vegetation which would cause disruption of natural water courses or scar natural landforms;

(b) Insuring that the location and configuration of structures are visually harmonious with the terrain and vegetation of Saddle Lake Farms and with surrounding Units and structures;

(c) Insuring that the architectural design of structures and their materials and colors are visually harmonious with Saddle Lake Farms' overall appearance, with the surrounding development, with the natural land forms and native vegetations;

(d) Insuring the plans for landscaping provide visually pleasing settings for structures on the same Unit and on adjoining or nearby Units, and blend harmoniously with the landscape; and

(e) Insuring that any structure, building or landscaping complies with the provisions of these covenants.

2. Architectural Committee. The Developer shall establish and appoint an Architectural Committee which shall consist of not less than three (3) nor more than five (5) members; provided, however, that the Developer transfer such Architectural Committee rights to the Association at any time proper to the sale of all Units. Upon the Developer selling all Units, the Architectural Committee rights shall be transferred to the Architectural Committee appointed by the Board of Directors of the Association. The regular term of office for each member appointed by the Board of Directors of the Association shall be one (1) year, coinciding with the fiscal year of the Association. Any member appointed by the Developer may be removed with or without cause by the Developer at any time by written notice to such appointee. A successor or successors appointed to fill such vacancy shall serve the remainder of the term of the former member. Any member appointed by the Board of Directors of the Association shall be removed in accordance with the Bylaws of the Association.

3. Release. Neither the Architectural Committee nor any member thereof shall be liable to any Unit Owner or to any other party for any damage, loss or prejudice suffered on account of the approval or disapproval of any plans, drawings or specifications, whether or not defective, or the execution or filing of any action, motion, certificate, petition or protest in the courts of the United States or the State of Alabama, or with any other governmental board or body, whether or not the facts stated therein are true and correct.

4. Powers and Duties. The Architectural Committee shall have the following powers and duties:

(a) To require submission to the Architectural Committee of plans and specifications for any Improvement or Single Family Residence or other permitted structures of any kind, and any change, modification or alteration thereof, including, without limitation, any such improvement or change to any home, fence, wall, sign, lighting system, site paving, grading, screen enclosure, sewer, drain, disposal system, landscaping or landscape device or object, the construction or placement of which is or is proposed upon any Unit. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the Architectural Committee and shall include but not necessarily be limited to:

(i) An accurately drawn and dimensional plot plan showing all setbacks, easements, drives and walks.

(ii) Foundation plan, floor plan, exterior elevations of the Single Family Residence as it will actually appear after all back filling and landscaping is done from finished ground up.

(iii) All plans must include a specifications list of proposed materials and samples of exterior materials which cannot be adequately described on the plans, or materials with which the Architectural Committee is unfamiliar.

(iv) The name and address of the Unit Owner's general contractor who will construct the residence and all other improvements to the Unit.

The Architectural Committee may also require such additional information as reasonably may be necessary for the Architectural Committee to evaluate completely the proposed structure or improvement or general contractor in accordance with this Declaration. All information submitted to the Architectural Committee shall be delivered to the office of EnviroBuild, Inc., or such other address as may be reflected by the Architectural Committee in a duly recorded instrument filed in the Probate Office of Shelby County, Alabama.

(b) The Architectural Committee shall approve or disapprove the submitted plans and specifications for any improvement, residence or structure as hereinabove described and approve or disapprove the general contractor prior to commencement of construction of such improvement, home or structure within sixty (60) days of submission of the documentation required herein. Partial submissions shall not be permitted. In the event that the Architectural Committee shall fail, for a period of sixty (60) days from the date of receipt of such submission, to approve or disapprove any plans or specifications submitted to it for approval, the same shall be deemed to have been approved. The approval by the Architectural Committee of plans and specifications submitted for its approval, as herein specified, shall not be deemed to be a waiver by the Architectural Committee of the right to object to any of the features or elements embodied in such plans or specifications if and when the same features and elements are embodied in any subsequent plans and specifications submitted for approval for use on other Units. If any improvement or structure as aforesaid shall be completed, changed, modified or altered without the prior approval of the Architectural Committee, or shall not be completed, changed, modified or altered in accordance with the approvals granted by the Architectural Committee, or the Unit Owner engages a general contractor other than the approved general contractor, then the Unit Owner shall, upon and in accordance with a demand by the Architectural Committee, cause the property, improvement to structure either to be restored to its original condition or to comply with the plans and specifications as approved by the Architectural Committee, or engage another approved general contractor, and shall bear all costs and reasonable attorneys' fees of the Architectural Committee. Notwithstanding the aforesaid, after the expiration of one

(1) year from the date of final completion of any such improvement or structure, such improvement or structure shall be deemed to comply with all of the provisions hereof unless prior to the expiration of said one (1) year period either notice to the contrary shall have been recorded in the Office of the Judge of Probate of Shelby County, Alabama or written notification shall have been forwarded to the Unit Owner by the Architectural Committee. Any agent or member of the Architectural Committee may at any reasonable time enter any building or property subject to the jurisdiction of the Architectural Committee which is under construction or on or in which the agent or member may believe that a violation of this Declaration is occurring or has occurred. Prior to the use or occupancy of any improvement or structure constructed or erected on any Unit, the Unit Owner thereof shall apply for certification from the Architectural Committee that the construction thereof has been completed in accordance with the plans and specifications approved by the Architectural Committee. In the event that the Architectural Committee shall fail, for a period of sixty (60) days from the date of receipt of such application, to give or deny such certification, the same shall be deemed to have been given. The Architectural Committee, may from time to time, delegate to a person or persons the right to approve or disapprove plans and specifications and to issue such certification.

(c) To adopt fees which shall be designed to reimburse the Architectural Committee for the necessary and reasonable costs incurred by it in processing requests for Architectural Committee approval of any matters under its jurisdiction. Such fees, if any, shall be payable to the Architectural Committee, in cash, at the time that any application for approval is sought from the Architectural Committee.

(d) Neither the Architectural Committee nor any agent thereof nor the Developer shall be responsible to check 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.

(e) The Developer shall be exempt from the provisions of this Section as to any Improvements constructed during the Control Period.

XI. RESTRICTIONS

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Shelby Cnty Judge of Probate, AL
07/07/2004 15:56:00 FILED/CERTIFIED

1. **Use Restrictions.** The Units and the Improvements thereon will be used for residential purposes only, and no trade or business purposes, including all types of home industry, will be permitted. No building or structure other than a Single Family Residence, a garage for not more than four cars, a boat house, a detached out building, or a pier (which shall not extend more than six feet beyond the shoreline as the normal lake level) shall be erected on any Unit within the Condominium Property except as otherwise permitted herein. Prohibited uses include, but are not limited to: