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Shelby Cnty Judge of Probate, AL
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STATE OF ALABAMA)

COUNTY OF SHELBY)

FINAL

**DECLARATION OF RESTRICTIVE COVENANTS FOR
CARRIAGE CREEK SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS: That:

WHEREAS, Saulter Road Partners, LLC, ("the Developer") has heretofore acquired fee simple title to certain real property situated in Shelby County, Alabama and has subdivided such property (the Subdivision) into seventeen (17) Tracts (herein "Tracts") as described in map and survey of Final Plat of Carriage Creek Subdivision recorded in Map Book 35, Page 135 in the Probate Office at Shelby County, Alabama (herein the "Record Map" or the "Property").

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

NOW THEREFORE, the Developer does, upon recording hereof, declare and make the Property and each of the Tracts now or hereafter included in the subdivision of the Property subject to the covenants, conditions, restrictions, uses, easements, limitations and affirmative obligations set forth in this Declaration, all of which are declared to be in furtherance of a plan for the improvement of the Property in a desirable and uniform manner, and all of which shall run with the land and shall be binding on all persons, firms or corporations having or acquiring any right, title or interest in the Property, the Tracts, or any part(s) thereof, and shall be for the benefit of each such Owner of Property or interest therein, and shall inure to the benefit of and be binding of an be binding upon each successor in interest to the Owners thereof.

ARTICLE I

Land Use

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

ARTICLE II

Building Requirements

- (a) **MINIMUM STRUCTURE SIZE OF PRIMARY DWELLING.** No Tract shall contain more than one Primary Dwelling and no Primary Dwelling shall be erected on any Tract if such dwelling contains less than 2500 square feet of living space, for a single story dwelling, and not less than 2750 square feet of living space for a 1 1/2 story or 2 story dwelling, with no less than 2000 square feet on the main level. Living Space is defined as heated and finished areas and does not include porches, garages, basements, carports or attics.
- (b) **EXTERIOR MATERIAL.** All dwellings shall be primarily brick. Siding shall only be permitted on the front or sides of a dwelling as may be approved by the ARC in those areas where brick may not be installed. The ARC shall have the right, in its sole and absolute discretion, to establish what types of exterior building materials may be utilized on any dwellings and garages or improvements to a Lot.
- (c) **DRIVEWAYS.** All driveways servicing any Tract shall be concrete or asphalt.
- (d) **BUILDING LOCATION.** No building shall be located on any Lot nearer than forty (40) feet to the front line nor shall any building be located on any Lot nearer than twenty five (25) feet to any side or rear lot line. The Primary Dwelling shall be a minimum length of 55 feet. All plans and elevations are to be approved in writing by the ARC.
- (e) **FENCING.** Only wooden fencing shall be permitted. Fences may be erected with approval of the ARC. Privacy fencing may not be erected in front of a dwelling. Trees shall be permitted to remain within such distances of such intersections provided the foliage line is maintained as to prevent obstruction of such lines. All fences must be approved by the ARC.

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

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

(h) **SEPTIC TANKS.** All septic tanks must be of an improved type, such tanks together with adequate field lines must be approved and completely acceptable to the Shelby County Health Department. No septic tank or field line shall be constructed within 20 feet of an adjoining Tract or property line. No sewer or drainage lines shall be constructed or laid which shall empty on or become a nuisance to an adjoining Tract or property line.

(i) **DOORS AND WINDOWS.** No silver finish metal doors or windows of any kind will be permitted. Exterior doors and windows, including color & materials, shall be approved by the ARC.

(j) **THE ROOF.** Pitch on any Structure shall not be less than 6 and 12 unless first approved in writing by the Architectural Review Committee.

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

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

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

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

as soon as is reasonably possible. Construction shall commence within eighteen (18) months from the date any Owner acquires any Tract. In the event construction is not timely commenced as provided for herein, the Developer shall have the right, but not the obligation to repurchase such Tract free and clear of all monetary encumbrances at the same price for which such Tract was originally acquired by such Owner.

- (o) All roof vents and pipes shall be painted as near the color of the roof as possible.
- (p) All Tracts shall be landscaped in accordance with the standards established by the ARC. All landscaped areas on any Lot shall be maintained in good condition by the Owner.
- (q) Outside air conditioning units may not be located in the front yard or visible from the front of the dwelling.
- (r) No plumbing or heating vent shall be placed on the front side of the roof. All vents protruding from roofs shall be painted the same color as the roof covering.
- (s) Exterior lighting shall be the subject to the review of the ARC.

ARTICLE III

ARCHITECTURAL REVIEW COMMITTEE

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

1. A site plan of the Tract showing the location, height, and exterior design (including a summary of all proposed materials together with samples of exterior materials and paint colors) of all Structures and improvements proposed to be constructed on the Tract; paint colors preferably should be earth tone. Bright colors are discouraged and will be denied;
2. A grading, and drainage plan for the Tract; and

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

(b) **COMPOSITION OF THE COMMITTEE.** The Architectural Review Committee (the "Committee"), until termination or modified pursuant to Article IV, Paragraph (j) as hereinafter set out shall be composed of McDonald Strong until such time as the Developer has sold all of the Tracts within the Property. The Developer may elect to substitute McDonald Strong with two (2) Tract Owners prior to selling all the Tracts. At such time as the Developer has sold all of the Tracts, the Committee shall be comprised of three (3) individuals who are Tract Owners who are elected by a majority of the fee simple Owners of the Tracts within the Property and at such time, the affirmative vote of a majority of the members of the Committee shall be required in order to issue any permit and authorization set forth herein.

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

(d) **BASIS FOR DISAPPROVAL OF PLANS:**

1. The scope of review by the Committee shall be limited to appearance and improvement location only. The purpose of the Committee is to promote quality development on the Tracts and not necessarily to impose requirements concerning the type of Structure or the design of such Structures on the Tracts. **THE ARC DOES NOT ASSUME OR ACCEPT BY THE FILING HEREOF ANY RESPONSIBILITY OR AUTHORITY TO REVIEW FOR STRUCTURAL SOUNDNESS, COMPLIANCE WITH BUILDING OR ZONING CODES OR STANDARDS, OR ANY OTHER FACTORS.**

2. The ARC Committee shall have the right to disapprove any plans and specifications submitted for approval for any of the following reasons:

- (A) failure of such plans and specifications to comply with the covenants and restrictions herein set forth;
- (B) failure to include information in such plans and specifications as may have been reasonably requested by the ARC;

- (3) reasonable objection to the exterior design, appearance or materials proposed to be used in any proposed Structure;
- (4) incompatibility of use of any proposed Structure or improvement with existing Structures or uses upon other Tracts in the Property;
- (5) reasonable objection to the site plan, clearing plan or drainage plan;
- (6)
 - (7) failure of plans to take into consideration the particular topography, vegetative characteristics, and natural environs of the Tract; and
- (8) any other matter which, in the judgment of the Committee, would render the proposed Structure, improvement, or uses inharmonious with the general plan of improvement of the Property or with Structures, improvements, or uses located upon Tracts in the Property.

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

(e) **RETENTION OF COPY OF PLANS.** Upon approval by the ARC of any plans and specifications, as approved, shall be deposited for permanent record with the ARC, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same.

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

If fifteen (15) days after the notice of such violation the Owner of the Tract upon which such violation exists shall not have taken reasonable steps toward the removal or correction of the same, the Committee shall have the right, through its agents and employees, to enter upon such

Tract and to take such steps as may be necessary to extinguish the violation and the cost thereof shall be a binding, personal obligation of such Owner as well as a lien (enforceable in the same manner as a mortgage) upon the Tract in question. The lien provided in this paragraph shall not be valid as against a bona fide purchaser (or bona fide mortgagee) of the Tract in question unless a suit to enforce said lien (together with notice of Lis Pendens) shall have been filed in a court of record in Shelby County prior to the recordation among the Land Records of Shelby County of the deed (or mortgage) conveying the Tract in question to such purchaser (or subjecting the same to such mortgage).

(g) CERTIFICATE OF COMPLIANCE. Upon completion of the construction or alteration of any Structure or improvement in accordance with the plans and specifications approved by the ARC, the ARC shall, upon written request of the Owner thereof, issue a certificate of compliance in form suitable for recordation, identifying such structure or improvement is placed, and stating that the plans and specifications, the location of such Structure or improvement and the use or uses to be conducted thereon have been approved and that such structure or improvement complies with the requirements of the ARC. Preparation and recording of such certificate shall be at the expense of such Owner. Any certificate of compliance issued in accordance with the provisions of this Article IV, Paragraph (g), shall be prima facie evidence of the facts therein stated, and as to any purchaser or encumbrance in good faith and for value, or as to any title insurer, such certificate shall be conclusive evidence that all Structures or improvements on the Tract and the use or uses described therein comply with all the requirements of this Article IV, and with all other requirements of this Article IV, and with all other requirements of the Declaration as to which the Committee exercises any discretionary or interpretive powers.

(h) INSPECTION RIGHTS. Any agent of the Developer or the ARC may at any reasonable time or times enter upon and inspect any Tract or any improvements thereon for the purpose of ascertaining whether the maintenance of such Tract and the maintenance, construction, or alteration of structures and improvements thereon are in compliance with the provisions hereof; and neither the Developer nor the ARC nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

(i) **WAIVER OF LIABILITY.** Neither the ARC nor any architect nor agent thereof, nor Owner, nor any partner, agent, or employee of any of the foregoing, shall be responsible in any way for (i) any failure of Structures or improvements to comply with requirements of this Declaration, although a certificate of compliance has been issued; (ii) any defect in any plans and specifications submitted, revised, or approved in accordance with the foregoing provisions; or (iii) any structural or other defects in any work done according to such plans and specifications, and all persons submitting any such plans and specifications, and all persons relying thereon, agree not to sue or claim against the entities and persons referred to in this Section for any cause arising out of the matters referred to in this Section and further agree to and do hereby release said entities and persons for any and every such cause.

(j) **DURATION.**

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

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

(B) the resignation or inability of McDonald Strong and the Developer to perform on the ARC.

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

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

ARTICLE IV

INDEMNIFICATION AND LIMITATION OF LIABILITY

(a) Indemnification. Each and every Owner, in accepting a deed or contract for any Tract or Tracts in the Property, whether from Developer or a subsequent owner of such Tract, agrees to indemnify and reimburse Developer, as their respective interests may appear, for any damage caused by such Owner or the builder, contractor, agent or employees of such Owner, to any portions of the Property, including all surfacing thereon, or to water, drainage or storm sewer lines or sanitary sewer lines owned by Developer, or for which Developer has responsibility, at the time of such damage.

(b) **Limitation of Liability.** Each and every Owner, in accepting a deed or contract for any Tract or Tracts in the Property, whether from Developer or a subsequent Owner of such Tract, agrees and covenants to release, indemnify, protect and hold harmless the Developer, and its agents, directors and employees from and against any and all claims and demands by such Owner, any member of his or her family, their employees, agents, guests, invitees, licenses, 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 Tract or Tracts, and/or the use of or construction on said Tract or Tracts 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 attorney's fees resulting from any claims or demands.

ARTICLE V

Miscellaneous

(a) **ANIMALS.** No dog kennels for commercial purposes or horses will be allowed. No cows, swine or chickens will be allowed, and no commercial breeding of any animal will be allowed.

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

(c) No signs of any kind shall be displayed to the public view on any Tract except one sign of not more than five (5) square feet advertising the Property for sale or rent, or signs used by a builder to advertise the Property during construction and sale period.

(d) It is the intent of the Developer to preserve for present and future Tract Owners a heavily wooded physical environment in which a maximum amount of existing vegetation is preserved in undisturbed state, and that each Tract Owner in the Property shall observe the following restrictions regarding removal and restoration of vegetation: no more than fifty percent (50%) of the trees per acre may be removed; any clear cutting or clearing for pastureland must be approved by the ARC and must be located no closer than thirty (30) feet from any Tract boundary line. If timber is harvested, all tops and stumps must be removed and the property restored to natural setting. Notwithstanding the foregoing, it is expressly understood that all trees and vegetation may be removed as reasonably necessary in the area of construction of a Structure.

(e) During all construction, all vehicles, including those delivering supplies, must enter the building Tract on the driveway only as approved by the ARC so as not to unnecessarily damage trees, and Roads. Any damage not repaired by the contractor will be repaired by the ARC (after ten (10) days written notice) and will be charged to the Tract Owner at a reasonable charge for such services, which charge shall constitute a lien upon such Tract enforceable by appropriate proceedings at law or equity. During construction, all Builders must keep the homes, garages, and building site clean. All building debris, stumps, trees, etc., must be removed from each building Tract by the Builder as often as necessary to keep the house and Tract attractive. Such debris will not be dumped in any area of the Property. Best management practices shall be implemented and observed during all construction on any Tract.

Tract owners are responsible for adhering to regulations required by ADEM during any construction on Tract Owner's property. If Tract Owner is notified of an ADEM violation such Owner shall have 15 days after notice to correct any cited problems. If such Owner does not correct the problems, the Association may correct the problems and assess the costs to the said Tract Owner and use any other remedies to collect expenditures.

- (f) No Tract shall be sold or used for the purpose of extending any public or private road, street, or alley, for the purpose of opening any road, street, or alley, except by the prior written consent of the ARC.
- (g) All mailboxes shall be of a standard design and type as determined by the ARC.
- (h) No Tract in the Subdivision may be re-subdivided without the express written consent and approval of all of the Tract Owners and the appropriate government agency.
- (i) **GRANTEE'S ACCEPTANCE.** The grantee of any Tract subject to the coverage of this Declaration, by acceptance of the deed or other instrument conveying an interest in or title to, or the execution of a contract for the purpose thereof, whether from Owner or a subsequent Owner of such Tract, shall accept such deed or other contract upon and subject to each and all of these restrictions herein contained and other easements, restrictions and reservations of record.
- (j) **INDEMNITY FOR DAMAGES.** Each and every Tract Owner and future Tract Owner, in accepting a deed or contract for any Tract subject to the Declaration, agrees to indemnify the Developer for any reasonable direct damage (but not consequential damages) caused by such Owner, or the contractor, agent, or employees of such Owner, to the Roads.
- (k) **SEVERABILITY.** Every one of the provisions and restrictions is hereby declared to be independent of, and severable from the rest of the provisions and restrictions and of and from every other one of the provisions and restrictions and of and from every combination of the provisions and restrictions.
- (l) **EFFECTS OF VIOLATION ON MORTGAGE LIEN.** No violation of any of this Declaration shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the Property, and Tract therein; provided, however, that any mortgagee in actual possession, or any purchaser at any foreclosure sale shall be bound by and subject to this Declaration as fully as any other Owner of any portion of the Property, or any Tract therein.
- (m) **NO REVERTER.** No restriction herein is intended to be, or shall be construed as a condition subsequent or as creating a possibility of reverter.
- (n) **DURATION AND AMENDMENT.** The restrictions contained in this Declaration shall run with and bind the Property and, shall inure to the benefit of and shall be enforceable by the ARC and the Owner of any Tract included in the Property, their respective legal representatives, heirs,

successors and assigns until the 31st day of December, 2015, after which time said restrictions shall be automatically extended for successive periods for ten (10) years. The termination aspects set forth herein do not apply to the Lake or the maintenance thereof. This Declaration may not be amended in any respect except by the execution of an instrument shall be signed by 2/3 of the Tract Owners, which instrument shall be filed for recording among the Land Records of Shelby County, Alabama, or in such other place of recording as may be appropriated at the time of the execution of such instrument. After December 31, 2015, this Declaration may be amended and or terminated in its entirety by an instrument signed by not less than a majority of the Tract Owners, which instrument shall be filed for recording among the Land Records of Shelby County, Alabama, or in such other places of recording as may be appropriate at the time of the execution of such instrument.

(o) **ENFORCEMENT.** In the event of a violation or breach of any of these restrictions or any amendments thereto by any Owner of a Tract, or employee, agent, or lessee of such Owner, the other Owner(s) of Tract(s), their successors and assigns, or any party to whose benefit these restrictions inure shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof, to prevent the violation or breach of said restrictions, to sue for and recover damages for any amounts required to be paid hereunder, or take all such courses of action at the same time, or such legal remedy deemed appropriate. No delay or failure on the part of an aggrieved party to initiate and available remedy set forth herein shall be held to be a waiver of that party or of any other party to assert any right available to him upon the recurrence of continuation of said violation or the occurrence of different violations. Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof, but any person or entity entitled to enforce any provision hereof shall be entitled specifically to relief by way of injunction as well as any other available relief either at law or in equity. Any party to proceeding who succeeds in enforcing a restriction or enjoining the violation of a restriction against a Tract Owner shall be awarded as reasonable attorney's fee against such Tract Owner, and shall have the right to place recorded lien on any Tract for purpose of securing the payment of any amounts owing by a Tract Owner under this Declaration and such lien may be enforced in the same manner as foreclosure of a mortgage under the law of the State of Alabama.

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

(q) All Tract owners shall maintain their Tract and the improvements thereon in a neat and orderly fashion.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the undersigned, as the Developer of the Property, has caused this Declaration to be executed as of the 7 day of FEBRUARY, 2006.

Saulter Road Partners, LLC

By: Michael McDonald Strong
Michael McDonald Strong

Its: Authorized Member

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Shelby Cnty Judge of Probate, AL
02/07/2006 01:32:00PM FILED/CERT

STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Michael McDonald Strong as Authorized Member of Saulter Road Partners, LLC, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, in their capacity as such member, executed the same voluntarily, for and as the act of said limited liability company.

Given under my hand and official seal this 7 day of February, 2006.



Notary Public

My Commission Expires: 3.1.06