

**DECLARATION
OF
PROTECTIVE COVENANTS
FOR
STAGECOACH TRACE
FIFTH SECTOR**

INSTRUMENT PREPARED BY:

**MCKAY MANAGEMENT CORPORATION
ONE RIVERCHASE OFFICE PLAZA
SUITE 200
BIRMINGHAM, AL 35244**

State of Alabama
Shelby County

**DECLARATION
OF PROTECTIVE COVENANTS FOR
STAGECOACH TRACE
(FIFTH SECTOR)**

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the undersigned, Lindsey Development Company, L.L.C., and Alabama limited liability company (which, together with its successors and assigns, is hereinafter referred to as "Developer"), is the owner of all of that certain real property situated in Shelby County, Alabama with is more particularly described in **Exhibit A** Attached hereto and incorporated herein by reference (the "Subject Property"). All lots shown on the subdivision plat (the "Subdivision Plat") for the Subject Property are hereinafter referred to individually as a "Lot" and collectively as "Lots". The Subject Property is part of a development planned by Developer for all of the real property described in **Exhibit B** attached hereto and incorporated herein by reference. As used in these Protective Covenants, the term "Development" shall mean and refer to any of the real property described in **Exhibit B** which is or may be developed by Developer for residential Lots. **THESE PROTECTIVE COVENANTS ARE APPLICABLE ONLY TO THE SUBJECT PROPERTY AND SHALL NOT EXTEND TO OR BE BINDING UPON ANY OTHER PORTIONS OF THE DEVELOPMENT OF ANY OF THE OTHER REAL PROPERTY DESCRIBED IN EXHIBIT B ATTACHED HERETO.**

WHEREAS, the Developer desires to subject all of the Subject Property and each Lot located thereon to the easements, covenants, conditions, assessments, limitations and restrictions hereinafter set forth.

NOW, THEREFORE, developer does hereby expressly adopt the covenants and limitations for the Subject Property and each Lot located within the Subject Property shall be and the same are hereby subject to the following easements, covenants, conditions, assessments, limitations and restrictions.



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ARTICLE I
MUTUALITY OF BENEFIT AND OBLIGATION

The Restrictions set forth herein are made for the mutual and reciprocal benefit of each and every part of the Subject Property and are intended to create mutual, equitable servitudes upon each such part of the Subject Property and in favor of each and all such parts of the Subject Property therein, to create reciprocal rights between the respective owners and future owners of such Subject Property; and to create a privity of contract and estate between the grantees of said Subject Property, their heirs, successors and assigns. All of the Subject Property shall be held, transferred, sold, conveyed, used, leased, occupied, mortgaged or otherwise encumbered subject to all terms and provisions of these Protective Covenants, including, but not limited to, the lien provisions set forth in **Article VIII**.

ARTICLE II
DEFINITIONS

SECTION 2.1 **Articles.** The Articles of Incorporation of the Association.

2.2 Association. Stagecoach Trace Residential Association, Inc., its successors and assigns (the Articles for which are recorded in the Office of the Judge of Probate of Shelby County, Alabama, concurrently herewith).

2.3 Association Land. That part of the Subject Property which may at any time hereafter be owned by the Association for so long as the Association or successor thereof may be the owner thereof.

2.4 Board. The board of Directors of the Association.


2.5 Bylaws. The Bylaws of the Association.

2.6 Builder. A contractor who constructs residential dwellings.

2.7 Committee. Architectural Review Committee.

2.8 Common Area. The entrance ways to the Development, all areas on the recorded Subdivision Plat and the Exhibit C attached hereto and made a part hereof which are depicted as common area or beautified easements and any and all other areas of improvements within the Development which Developer may from time to time in its sole discretion designate as common areas, including, without limitation, recreational amenities, sidewalks, walking/biking trails, Trails (as hereafter defined), parks and play areas within the Development.

2.9 Dwelling. The house built on the Lot.


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2.10 Development Plan. The development plan for a Lot (including any future modifications thereto), includes plat plans, grading plans, building plans and specifications showing site and plot layout and all exterior elevations, exterior materials and colors therefore, foundation plans, schedule of proposed materials, landscaping, irrigation and drainage plans, design and location of all improvements including, without limitation, the Dwelling, mailboxes, and entrance columns and other construction related plans requested by the Committee.

2.11 Stagecoach Trace or Stagecoach Trace Property. The name of the Subject Property.

2.12 Lot. Any unit, lot, part or Lot of the Subject Property designed for a residence and platted of record, regardless of whether a Dwelling has or has not been constructed thereon.

2.13 Lot Owner. The owner or owners of record title to any Lot, together with their respective heirs, executors, personal representatives, successors and assigns.

2.14 Member. A person or other entity who is a record owner of a Lot.

2.15 Protective Covenants. This Declaration of Protective Covenants for Stagecoach Trace (Sector V), which shall be recorded in the Probate Records of Shelby County, Alabama, as the same may from time to time be supplemented or amended in the manner described herein.

2.16 Resident. Any person or persons occupying a Lot.


2.17 Restrictions. The covenants, agreements, easements, charges and liens created or imposed by these Protective Covenants.

2.18 Subject Property. The property subjected to these Protective Covenants, including both the property more particularly described on Exhibit A, and any other real property which may be subjected to Protective Covenants by separate instrument executed by Developer.

ARTICLE III

LAND USE AND BUILDING TYPE

Section 3.1 Residential Lots. All Lots shall be known and described as residential lots and shall be used for single-family residential purposes exclusively. No Lot shall be subdivided or re-subdivided without the prior written approval of Developer. Developer reserves the right to use any Lot for Common Area, and no assessments will be imposed against said Lots. Any and all Dwellings, buildings, structures and other improvements of any nature to any Lot must be approved by the Committee.


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3.2 Requirements for Structures. Only (1) detached singled family Dwelling not to exceed two and one-half (2-1/2) stories, or forty (40) feet in height and a private garage with at least two (2) car capacity, and other outbuildings incidental to and necessary for proper residential use of the Lot shall be erected, altered, placed or permitted to remain on any Lot. Mobile homes or modular housing are not allowed. Separate garage buildings are permitted. Any outbuilding will be in conformity to the standards set herein and approved by the Committee, established by Developer pursuant to Article V hereof.

3.3 Offices. Notwithstanding anything provided to the contrary herein, Developer shall be permitted to construct and maintain on any Lot a structure and related facilities which may be designed and used as a construction field office and as a sales/marketing office.

3.4 Setback Requirements. Subject to the rights retained below by the Committee, the setback requirements for each Lot and any Dwelling, building or other structure constructed or placed thereon shall be established by the Committee. The Committee reserves and shall have the right to grant variances to any setback requirements.

3.5 Square Footage Requirements. Square footage requirements for Dwellings are as follows:

Single-story – not less than 1,400 finished square feet
Multi-story – not less than 1,600 finished square feel

Finished square footage floor area shall be the area which is heated and cooled of the first floor plus the area of the floors next above and the area under a sloping roof having a minimum ceiling height of six (6) feet. Garage floor area, basements, decks, porches, patios, terraces and lower level of split foyer homes are not included as finished floor area. The Committee reserves and shall have the right to grant reasonable variances from the first floor square footage requirements so long as the overall square footage meets or exceeds the minimum requirements.

3.6 Construction Completion. When the construction of any Dwelling is once begun, work thereon must be prosecuted diligently and continuously and the Dwelling on such Lot must be complete within twelve (12) months.

3.7 Garage Doors. Garage doors are permitted on the front of Dwellings.

3.8 Air Conditioners. Outside air conditioning units may not be located in the front yard or within any side yard adjacent to any street on corner lots. Utility Meters shall not be located on the front of a Dwelling (unless required by any applicable governmental authority) and shall not be visible from any street or road. All outside air conditioning units and utility meters shall be screened by appropriate landscaping so as



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not to be visible from any public street. No window or through wall air conditioning units are permitted.

3.9 Windows. Wood frame, vinyl, vinyl clad or aluminum clad windows will be used exclusively on the sides, fronts, and rears of all Dwellings constructed. All windows on the front must be double hung and have a sloping sill to have the appearance of a wood window.

3.10 Concrete Walls. No concrete block work or poured concrete walls, including foundations, concrete block steps, walkways, walls or any other concrete block work, whether painted, or otherwise, shall show above ground or from the exterior of any Dwelling. All exposed walls must be faced with brick or other material acceptable to the Committee.

3.11 Siding. The Committee shall have the right, in its sole and absolute discretion, to establish what types of exterior building materials may be utilized on any Dwelling or other structures or improvements to a Lot. No more than 8" shall be exposed per board on horizontal lapped siding, and no vertical siding will be permitted.

3.12 Fences. All fences must be black vinyl coated chain link, wrought iron or other approved material and shall not exceed six (6) feet in height. All fencing must be located in the rear yard. Lots adjacent to walking trails, parks or other amenities may have additional restrictions concerning fencing. All fence plans must be submitted to the Committee for review and approval.

3.13 Water Supply System. No individual water supply system shall be permitted on any Lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authority and the Committee and/or Association.

3.14 Sewage Disposal System. No individual sewage disposal system shall be permitted on any Lot unless such system is designated, located and constructed in accordance with the requirements, standards and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authority.

3.15 Sodding. Upon the completion of a Dwelling, all front and side yards, including the area between the curb and the sidewalk, will be landscaped with solid sod and other landscaping approved by the Committee. The rear yard may be seeded or sprigged. Any Lot adjacent to the Trail will be landscaped appropriately and maintained by the Lot Owner.

3.16 Roofs. The roof pitch on any Dwelling shall not be less than 9 & 12 unless first approved in writing by the Committee, except for rear roofs on a multi-story or minor roofs. All roof vents, pipes, exhaust fans and chimney caps shall be painted as near

the color of the roof as possible, and shall be located on the rear of the Dwelling and not visible from the front. No solar or other energy collection devise or equipment shall be maintained on any Lot or Dwelling if the same would be visible from the street. No projections of any type shall be allowed above the roof of any Dwelling except for approved chimneys and vent stacks.

3.17 Porches. All porches on the front and sides of any Dwelling shall be supported by the foundation of the Dwelling, unless otherwise approved by the Committee.

3.18 Chimneys. No cantilevered chimney chases shall be allowed on the front or side of any Dwelling. All chimney chases must touch the ground or be supported by the foundation of the Dwelling.

3.19 Sidewalks. Each Lot Owner is responsible for the construction of a sidewalk along the street front of his or her Lot. Specifications for the construction of the sidewalk must be obtained from the Association and/or Committee.

3.20 Driveways. All driveways must be concrete finish. The location, width and construction of the driveways are subject to the approval of the Association and/or Committee. Driveways shall be poured separately from the sidewalks and shall maintain a separate integrity from the sidewalks.

3.21 Shutters. The shutters shall be paneled or louvered.

3.22 Dwelling Colors. The color(s) of the Dwelling shall be subtle and subdued and white is prohibited, and the front steps shall be brick, stone or architecturally treated concrete.

3.23 Silt Fences. Silt fences must be installed and roads cleaned of all dirt, silt and rocks, as needed.

3.24 Clearing. No excavation or clearing shall begin until construction limits have been flagged.

3.25 Occupancy. There shall be no occupancy of any Dwelling unit until the interior and exterior of the Dwelling is completed, a Certificate of Occupancy for such Dwelling has been issued by the appropriate governmental authorities and the Committee has approved the Dwelling.

3.26 Construction Period. During all construction, all vehicles, including those delivered supplies, must enter each Lot on the driveway only as approved by the Committee so as not to unnecessarily damage trees, street paving and curbs. Any damage not repaired or any litter or debris not cleaned up by the Lot Owner or his contractor will be repaired or cleaned up by Developer or the Committee (after ten (10) days written notice) and will be charged to the Lot Owner of such Lot at a reasonable cost for such

services, which charge shall constitute a lien upon such Lot enforceable by appropriate proceedings at law or equity or as hereinafter provided. During construction, all Owners must keep homes, garages and building sites clean, attractive and free of litter and debris. No construction debris will be dumped in any area of the Subject Property or any Common Area, except in designated areas by the Developer.


ARTICLE IV

GENERAL COVENANTS AND RESTRICTIONS

SECTION 4.1 Upkeep. The Lot Owner shall keep the Lot in a good condition and shall prevent any unclean, unsightly or unkempt conditions of any Dwelling, buildings or grounds on such Lot Owner's Lot which may tend to decrease the beauty of the specific area or of the neighborhood as a whole. The Lot Owner shall maintain the landscaping on both sides of the Trail Easement if it crosses its Lot. Repair and maintenance of the Trails shall be maintained by the Association.

4.2 Accumulation of Refuse. No refuse pile or unsightly object, including firewood, except as set forth below, shall be allowed to be placed or suffered to remain upon any part of any Lot or the Subject Property, including vacant lots or Common Area. Developer, for itself and the Association reserves the right (after ten (10) days prior written notice to Lot Owner) to enter any Lot during normal working hours for the purpose of removing trash or refuse there from which, in the sole opinion of either Developer or the Association, detracts from the overall beauty and safety in the Subject Property, and may charge the Lot Owner of such Lot a reasonable cost for such services, which charge shall constitute a Lien upon such Lot enforceable by appropriate proceedings at law or equity or as hereinafter provided. No trash, garbage, or other refuse shall be dumped, stored or accumulated on any Lot or Common Area. Trash, garbage or other waste shall not be kept on any Lot except in sanitary condition and shall be so placed or screened by shrubbery or other appropriate material approved in writing by the Committee as not to be visible from any road, or within sight distance of any other Lot at any time except during refuse collection. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted, except during the construction of a Dwelling on such Lot, or with approval of or by the Fire Department having jurisdiction over the Subject Property.

4.3 Animals. No animals, livestock, insects or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs and/of cats and other indoor household pets may be kept on each Lot provided they are not kept, bred or maintained for any commercial purpose, subject to appropriate zoning ordinances. No household pets shall be permitted to run at large and shall be kept on a leash at all times when they are allowed off of their owner's property. Pets should be taken to areas out of the way of sidewalks, trails and pedestrian traffic to attend to their natural needs, and pet owners are responsible for cleaning where pets foul the Common Areas. Such fouling shall not be permitted to accumulate but shall be cleaned up immediately.


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4.4 Nuisance. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the Neighborhood or to other Lot Owners or which would be in violation of any applicable governmental law, ordinance or regulation.

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


4.6 Temporary Structures. Except as authorized in Section 3.03 above, no structure of a temporary character, trailer, basement, tent or shack shall be used at any time as a residence either temporarily or permanently or otherwise allowed to remain on any Lot without the Committee's approval.

4.7 Signs. No commercial signs, including political signs and other similar signs, shall be erected or maintained on any Lot unless authorized in writing by the Committee. One sign advertising the Lot for sale or lease, not in excess of four (4) square feet, and not greater than four (4) feet above ground level, shall be permitted without the consent of the Committee, except that during construction, the builder shall be allowed to display a sign. If permission is granted, Committee may restrict the size, color and content of all signs.

4.8 Automobiles. No automobiles or other vehicles will be stored on any Lot or Common Area or kept on blocks unless in the basement or garage of a Dwelling. Boats, utility trailers, recreational vehicles and travel trailers must either be parked or stored in the basement or garage of a Dwelling or within a completely enclosed structure on a Lot, which structure must be approved by the Committee. No tractor trailer trucks panel vans or other commercial trucks in excess of one (1) ton classification shall be parked or stored on any Lot or Common Area, except during initial construction of a Dwelling on a Lot. The prohibitions in this Section shall not apply to temporary parking of trucks and other commercial vehicles providing commercial services to the Lot or to the efforts and activities of Developer in connection with developing the Subject Property.

4.9 Dishes. No satellite, microwave dishes (except those dishes which are eighteen (18) inches or less) or television or radio antennas shall be placed on any Lot unless first approved in writing by the Committee, but in no event shall satellite, microwave dishes or television or radio antennas be visible from any street within the Subject Property.

4.10 Crops. No Lot shall be cultivated for crops of any sort, except gardens of reasonable size, which are to be located at the rear of a Dwelling and not visible from any public street.


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4.11 Obstructions. No fence, wall, hedge or shrub planting which obstructs sight lines from any roadways within the Subject Property shall be placed or permitted to remain on any Lot.

4.12 Preservation of Trees. The intent of Developer is to preserve for present and future Lot Owners a physical environment in which a maximum amount of existing vegetation is preserved in an undisturbed state. Each Lot Owner is hereby required to replace dying, diseased or absent trees in order to maintain a desired degree of tree coverage. All Lots shall be landscaped in accordance with standards established by the Committee. It is also the intent of Developer to preserve a minimum number of deciduous trees visible from the street right-of-way. Each Lot must have at least two (2) deciduous trees, a minimum of two (2) to two (2 ½) inches in diameter and eight (8) to ten (10) feet in height, visible from the street fronting said Dwelling. Each corner Lot must have at least four (4) deciduous trees, a minimum of two (2) to two (2 ½) inches in diameter and eight (8) to ten (10) feet in height ("Deciduous Trees"). Lot Owners shall not remove or clear out any existing Deciduous Trees or Street Trees (as hereinafter defined) without the written consent of the Committee. All landscaped areas on any Lot shall be maintained in good condition by the Lot Owner thereof and any of the Deciduous Trees or Street Trees which die or become diseased or damaged shall be promptly replaced with new Deciduous Trees or Street Trees by the homeowner of such Lot. The Committee, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife upon the Subject Property. If it shall deem it appropriate, the Committee may mark certain trees, regardless of size, as not removable without written authorization. In carrying out the provisions of this Section 4.12, Developer, Association and Committee and the respective agents of each may come upon any such entry or inspection. As part of the overall landscaping design of Stagecoach Trace, Developer and /or Association shall plant trees at certain designated places between the subdivision roads and sidewalks ("Street Trees") which shall be maintained by the Association. Each Lot Owner or its Builder shall reimburse upon demand the Developer and/or Association 1/48th of the total cost incurred in planting the Street Trees throughout the First Sector of Stagecoach Trace.

4.13 Roads. Developer reserves the right to make any road or other improvements within the Subject Property, to change or extend the present road or other street grades, if necessary, without liability to the Owners for any claims for damages; and further reserves the right to change or modify the restrictions on any Lots within the Subject Property.

4.14 Structures in Yard. Firewood piles shall be located only at the rear of a Dwelling and should be screened from view from public streets and adjacent Lots. Children's toys, swingsets, jungle gyms, trampolines and other outdoor recreational equipment and appurtenances shall be allowed only at the rear or behind a Dwelling and shall be located so as not to be visible from any public street. Free-standing playhouse and tree houses must be approved by the Committee; no above ground swimming pools shall be allowed on any Lot. No statues, water fountains, bird baths, flagpoles or furniture shall be placed or maintained on the front or side yard of any Lot without the Approval of

the Committee. All outdoor furniture for any Dwelling shall be kept and maintained only at the rear or behind the Dwelling. Outside clothes lines and other facilities for drying or airing of clothes are prohibited. No clothing, rugs or other items shall be hung, placed or allowed to remain on any railing, fence or wall. Barbecue grills and other outdoor cooking equipment and apparatus shall be located only at the rear of a Dwelling and should not be visible from any public street. No rocks, rock walls, fencing or other substance shall be placed on any Lot as a front or side yard border or to prevent vehicles from parking on or pedestrians from walking on any portion of such Lot or to otherwise impede or limit access to the same. Seasonal or holiday decorations (e.g. Christmas trees and lights, pumpkins, Thanksgiving decorations) shall be promptly removed from any Lot or Dwelling within fifteen (15) days following such holiday.

4.15 Flow of Water. To insure the maintenance of the natural beauty, no Lot Owner shall be allowed to dam up the creeks which flow through said Subject Property not shall any Lot Owner change the flow of said creek or any wet weather streams.

4.16 Motorized Vehicles on Common Areas. Motorized vehicular traffic of any type (including, without limitation cars, trucks, motorcycles and three and four wheelers) is strictly prohibited on any Common Area except maintenance vehicles of the Association or its contractor as may be required by the Developer or the Association for maintenance or construction, except that electric golf carts may be allowed on any trail system constructed by Developer or the Association. The association later may prohibit golf carts.

4.17 Trails. Throughout Stagecoach Trace there shall exist trails which will be located either on Association Land or the Trail Easement (as hereafter defined) (the "Trails"). The Trails are part of the Common Area. No Lot Owner may fence, block or otherwise inhibit the use of the Trails. Additionally, each Lot Owner shall allow the use, repair and maintenance of the Trails by the Association, other Lot Owners and their guests of invitees.

ARTICLE V

ARCHITECTURAL REVIEW COMMITTEE

SECTION 5.1 Committee Members. The Committee will consist of no more than three (3) persons each of whom will be designated and may be removed at any time by the Developer, until such time as Developer relinquishes in writing the authority to appoint members to the Committee to the Association. At such time as Developer no longer owns any Lot within the Subject Property or upon Developer's written notice to the Association that it no longer desires to exercise the right to appoint and remove members of the Committee, then the Board shall have the right to appoint and terminate, with or without cause, all members of the Committee.

5.2 Development Plans. The authority to review and approve Development Plans as provided herein is a right and not an obligation. Lot Owners (and their respective contractors) shall have the sole obligation to oversee and construct Dwellings in

accordance with the restrictions hereof and the Development Plans approved by the Committee. No Dwellings, buildings, structures or other improvements of any nature shall be constructed, erected, placed or maintained on any Lot until such time as the Committee has approved in writing the plans therefore. The Committee shall have the right to establish and amend from time to time written rules, regulations and standards governing policies, guidelines and minimum requirements relating to the construction and alteration of any Dwellings or other improvements on any Lot, as well as the content and types of information required to be submitted to the Committee for its approval, each of which shall be in addition to the provisions and requirements set forth herein. One member may be designed by the Committee to review and approve any Development Plans for the Committee.

5.3 Exterior Remodeling. Any exterior remodeling, reconstruction, alterations, painting or additions to an existing Dwelling or any activity which would change or alter the exterior appearance of a Dwelling must be approved by the Committee. Interior remodeling, reconstruction or alterations not affecting the exterior appearance of a Dwelling shall not require the written approval of the Committee, but shall comply with all restrictions and covenants set forth herein.

5.4 Waivers. Neither the Committee, any architect or agent thereof nor the Developer shall be responsible to check for any defects in any Developments Plans submitted, revised or approved in accordance with the foregoing provisions, not for any structural or other defects in any work done according to such Development Plans. **EACH LAT OWNER, BY ACCEPTANCE OF A DEED TO ANY LOT DOES HEREBY WAIVE AND RELEASE THE COMMITTEE AND DEVELOPER AND ANY OF THEIR RESPECTIVE AGENTS, OFFICERS, DIRECTORS, LOT OWNERS AND SUCCESSORS AND ASSIGNS, FROM ANY EXPENSE SUFFERED, CLAIMED, PAID OR INCURRED BY ANY Lot Owner ON ACCOUNT OF ANY DEFECTS IN ANY DEVELOPMENT PLANS SUBMITTED TO OR APPROVED BY THE COMMITTEE, ANY DEFECTS RESULTING IN ANY WORK DONE IN ACCORDANCE WITH SUCH PLANS OR OTHER DATA SUBMITTED PURSUANT TO THE REQUIREMENTS OF THIS ARTICLE V AND ANY INJURY TO SUBJECT PROPERTY OR PERSON, INCLUDING DEATH, ARISING FROM ANY DEFECT IN ANY IMPROVEMENTS CONSTRUCTED ON SUCH LOT OWNER'S LOT.**

5.5 Disapprovals. The Committee shall, in its sole discretion, determine whether the Development Plans and other data submitted by any Lot Owner for approval are acceptable. Any approval granted by the Committee shall be effective only if such approval is in writing. The Committee shall have the right to disapprove any Development Plans upon any ground which is consistent with the objectives and purposes of the Protective Covenants, including, without limitation, purely aesthetic considerations, failure to comply with any of the provisions of the Protective Covenants, failure to provide requested information, objection to exterior design, appearances or material, objection on the ground of incompatibility with the overall scheme of development for the Subject Property, objection to location of any proposed


improvements on any Lot, objection to the color scheme, finish, proportions , style of architecture, height, bulk or appropriateness of any Dwellings or other improvements on any Lot or any other matter which in the sole and absolute judgment of the Committee, would render the proposed Dwelling or other improvements inharmonious with the general plan of development for the Subject Property. The approval of Development Plans and other data for any one specific Dwelling shall not be deemed an approval or otherwise obligate the Committee to approve similar Development Plans or data for any other Dwelling to be constructed on any Lot within the Subject Property.

5.6 UNDERGROUND CONDITIONS. THE SUBJECT PROPERTY MAY BE LOCATED IN AN AREA WHICH INCLUDES UNDERGROUND MINES, TUNNERS, SINKHOLES AND SUBSURFACE CONDITIONS. THE APPROVAL OF DEVELOPMENT PLANS BY THE COMMITTEE SHALL NOT BE CONSTRUED IN ANY RESPECT AS A REPRESENTATION OR WARRANTY BY THE COMMITTEE OR DEVELOPER TO ANY LOT OWNER THAT THE SURFACE OR SUBSURFACE CONDITIONS OF ANY LOT ARE SUITABLE FOR THE CONSTRUCTION OF A DWELLING OR OTHER STRUCTURES THEREON. IT SHALL BE THE SOLE RESPONSIBILITY OF EACH LOT OWNER TO DETERMINE THE SUITABILITY AND ADEQUACY OF THE SURFACE AND THE SUBSURFACE CONDITIONS OF THE LOT. NEITHER DEVELOPER NOR THE COMMITTEE SHALL BE LIABLE OR RESPONSIBLE FOR ANY DAMAGE OR INJURY SUFFERED OR INCURRED BY A LOT OWNER OR ANY OTHER PERSON AS A RESULT OF SURFACE OR SUBSURFACE CONDITIONS AFFECTING A LOT OR ANY PORTION THEREOF, INCLUDING, WITHOUT LIMITATION, ANY SURFACE OR SUBSURFACE DRAINAGE OR UNDERGROUND MINES, TUNNELS, SINKHOLES OR OTHER CONDITIONS OR TYPES OF GROUND SUBSIDENCE OCCURRING ON OR UNDER ANY LOT.

5.7 Charges/Fees. The Committee shall have the right to establish, amend, change and modify from time to time reasonable charges and fees for the review of any Development Plans submitted pursuant to the provisions hereof. Furthermore, the Committee shall, upon request and at reasonable charges, furnish to any Lot Owner a written certificate setting forth whether all necessary Committee approvals have been obtained in connection with any Dwelling or other improvements on any Lot.

5.8 Variances. The Committee, in its sole and absolute discretion, shall have the exclusive right to grant variances with respect to any of the matters set forth in these Protective Covenants. Any variance approved by the Committee shall be in writing.

5.9 Severability. Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement, and, in the event any one (1) or more of said covenants or restrictions shall, for any reason, be held to be invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.


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ARTICLE VI MEMBERSHIP IN ASSOCIATION

SECTION 6.1 General. The structure of the Association is contained in its Articles and Bylaws. The matters discussed in Sections 6.2 to 6.3 are summaries of some of the provisions of the Articles of the Association. The Articles and Bylaws cover each of these matters, in addition to others, in greater detail, and should be consulted for a full explanation of the rights and obligations appurtenant to membership in the Association.

6.2 All Lot Owners are Members of Association. Every owner of a Lot constituting Member's Property shall, by virtue of such ownership, be a Member of the Association. Membership shall be appurtenant to, and may not be separated from the ownership of any property which is Member's Property.

6.3 Voting. The Association shall have one (1) class of voting membership. All Lot Owners shall be entitled to one (1) vote for each Lot owned. When more than one (10) person holds an interest in any Lot, all persons shall be members; however, the vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot. Each Lot Owner, by acceptance of a deed to a Lot, does hereby acknowledge and agree that (a) Developer, for so long as Developer owns any portion of the Development, shall be exclusively entitled to take all actions and vote on all matters to be voted on by the Members of the Association in the manner set forth in the Articles and ByLaws, except as set forth in Section 7.1 below.


6.4 Maintenance of Common Area. The Association shall have the right and obligation to maintain or help maintain the Common Area and facilities within the Subject Property which serve the Lot Owners, regardless of whether the Common Area and facilities are owned by Developer or the Lot Owner, have been conveyed to the Association as Common Area or have been conveyed or dedicated to a municipality or other governmental agency, and the amount of Common Area maintenance services to be provided by the Association, if any, shall be determined by the Board of the Association. The cost of any such Common Area maintenance shall be an expense of the Association, and shall be covered by the annual assessments set forth in Article VII hereof. No Member shall be entitled to any reduction of or credit on such annual assessment due to the Member or other person performing Common Area maintenance himself instead of having the Common Area maintenance performed by the Association. Developer shall have the right, but not the obligation, at such time or times as may be determined by Developer, in its sole discretion, to convey any Lot, any Lot used as a park, or other portions of the Subject Property to the Association or any municipality.

ARTICLE VII COVENANT FOR ASSESSMENTS

SECTION 7.1 Assessment. For the purpose of providing funds for use as specified in Article IX hereof, the Association shall assess against each Lot, a charge for (i) annual assessments or charges, (ii) special assessments for the purpose as provided

herein, such assessments to be established and collected as hereinafter provided, and (iii) individual assessments which may be levied against any Lot and the Lot Owner thereof as a result of such Lot Owner's failure to comply with the terms of these Protective Covenants. The annual assessment shall be established by the Association in accordance with its rules, regulations and Bylaws. Lots owned by the Developer shall not be subject to any assessment by the Association, be it annual, special or individual. In addition to the annual assessments, the Association may levy, at any time, a special assessment, applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, reconstruction, expected or unexpected repair or replacement of any of the Common Areas, provided that any such assessment must have the assent and approval of (a) at least fifty-one percent (51%) of those voting, whether by proxy or in person, provided that the appropriate notice was given and that a quorum exists, at a meeting duly called for this purpose and (b) for so long as Developer owns any portion of the Development, the approval of the Developer. Any expenses, including all attorneys' fees, court costs and all other expenses paid or incurred by the Association or the Committee in connection herewith in enforcing any of the provisions of these Protective Covenants against a specific Lot Owner shall be deemed an individual assessment against the Lot Owner and the respective Lot owned by such Lot Owner. Such individual assessment shall be levied by the Association and shall be specified to the Lot Owner, which notice shall also specify the due date for the payment of same. Both annual and special assessments for all Lots within the Subject Property shall be fixed at a uniform rate. Each such Lot shall be charged with and subject to a lien for the amount of the annual, and any special or individual assessment. Any assessments (whether annual, special or individual) which are not paid on or before the due date of the same shall bear interest from and after such due date at a rate equal to the lesser of eighteen (18%) per annum or the highest rate which may be charged to such Lot Owner by law. In addition to interest, any assessments not paid by the due date for the same shall be subject to a late charge which the Board may from time to time establish.

7.2 Date of Commencement and Due Date of Assessments. Annual assessments for the Subject Property shall commence on January 1 of each year and shall be paid in advance on January 1 of each year. For the first purchaser of a Lot from the Builder, annual assessments shall commence as to each Lot on the first day of the first month following occupancy by the purchaser and shall be prorated for the remainder of the year after occupancy. Builders will not pay assessments unless a minimum of six (6) months has elapsed from the dated of the Lot closing and the date when the assessment is due. If a Builder still owns an unoccupied Lot or Dwelling after the minimum time from referenced above, the Builder still be assessed commencing on the date of the next assessment due date. The Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment and any special assessment may be changed by the Board in such notice (but such due date shall be, at a minimum, thirty (30) days from the date of such notice), and the due date for the payment of special assessments shall be stated in such notice (but such due date shall be, at a minimum, thirty (30) days from the dated of such notice).


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7.3 Effect of Nonpayment of Assessments; Remedies of Association. In the event any assessments or other amounts due to the Association are not paid by any Lot Owner when the same comes due, then, in addition to all other rights and remedies provided by law or in equity, the Association, acting through the Board or through any of its duly authorized officer or representatives, may under take any of the following remedies:

- (a) The Association may commence and maintain a suit at law against the Lot Owner for a personal money judgment to enforce all such charges and obligations for assessments and other amounts due to the Association, which amounts shall include the late charge and interest specified above as well as all attorneys' fees, court costs and all other expenses paid or incurred by the Association in connection therewith; and /or
- (b) The Association may enforce the lien created pursuant to Section 8.1 below as hereinafter provided. The lien created pursuant to Section 8.1 below shall secure payment of any and all assessments (annual, special and individual) levied against any Lot or Lot Owner, all late charges and interest as provided above as well as all attorneys' fees, court costs and all other expenses paid or incurred by the Association in attempting to collect the assessments and in maintaining any legal action in connection therewith. If any assessments and other charges remain unpaid for more than sixty (60) days following the due date of the same, then the Association shall make written demand on defaulting Lot Owner, which demand shall state the date and amount of delinquency. If such delinquency is not paid in full within ten (10) days after the giving of such demand notice, then the Association may file a claim of a lien against the Lot of such delinquent Lot Owner, which claim shall be executed by any member of the Board or any officer of the Association and may be foreclosed in the same manner as a foreclosure of a mortgage on real property under the laws of the State of Alabama, as the same may be modified or amended from time to time. The Association shall have the right and power to bid at any such foreclosure sale and to purchase, acquire, hold, lease, mortgage, convey and sell any such Lot purchases at any such foreclosure proceeding. Each Lot Owner, by acceptance of a deed to any Lot, shall be deemed to (i) grant and vest in the Association and /or its agents the right and power to exercise the power of sale granted herein and foreclose the lien created herein, (ii) grant and vest the Association and /or its agents the right and power to bring all actions against such Lot Owner personally for the collection of all amounts due from such Lot Owner, (iii) expressly waive the defense of the statute of limitations which may be applicable to the commencement of any suit or action for foreclosure. No Lot Owner (other than Developer) may waive or otherwise be exempt from the liability to pay the assessments provided herein.

7.4 Certificate of Payment. Upon written demand by a Member, the Association shall within a reasonable period of time issue and furnish to such Member a written certificate stating that all assessments (including interest and costs, if any) due and payable as of such date. The Association may make a reasonable charge for the

issuance of such certificates which must be paid at the time that the request for such certificate is made. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and any *bona fide* purchases of, or lender on, the Lot in question.

7.5 Notice. Written notice of any meeting called for the purpose of taking any action authorized under Section 7.1 above shall be sent to all Lot Owners not less than thirty (30) days but no more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence, either in person or by proxy, of the holders of at least ten percent (10%) or more of all votes in the Association shall constitute a quorum.


ARTICLE VIII

IMPOSITION OF CHARGE AND LIEN UPON PROPERTY

SECTION 8.1 Creation of Lien for Assessments. All Lots shall be subject to a continuing lien for assessments levied by the Association in accordance with the provisions of these Protective Covenants. The annual, special and individual assessments, together with interest thereon and the costs of collection thereof including reasonable attorney's fees as herein provided, shall be a charge on and shall be a continuing lien upon the Lot against which each such assessment or charge is made.

8.2 Personal Obligation of Members. Each Member, by acceptance of a deed or other conveyance to a Lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Association the annual, special individual assessments.

8.3 Subordination of Lien to Mortgages. The lien of any assessment or charge authorized herein with respect to any Lot is hereby made subordinate to the lien of any *bona fide* mortgage on such Lot if, but only if, all assessments and charges levied against such Lot falling due on or prior to the date such mortgage is recorded has been paid. The sale or transfer of any Lot pursuant to a mortgage foreclosure proceeding or a proceeding in lieu of foreclosure of the sale or transfer of such Lot pursuant to a sale under power contained in a mortgage on such property shall extinguish the lien for assessments falling due prior to the date of such sale, transfer or foreclosure, but the Association shall have a lien on the proceeds of such sale senior to the equity or right of redemption of the mortgagor. The foregoing subordination shall not relieve a Member whose Lot has been mortgaged of his personal obligation to pay all assessments and charges falling due during the time when he is the owner of such property. The Association may at any time, either before or after the mortgaging of any Lot, waive, relinquish or quitclaim in whole or in part the right of the Association to assessments and other charges collectible by the Association with respect to such property coming due during the period while such property is or may be held by a mortgagee or mortgagees pursuant to such sale or transfer.


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ARTICLE IX

USE OF FUNDS

SECTION 9.1 Use of Funds. The Association shall apply all funds received by it pursuant to these Restrictions or as set forth in the Articles or Bylaws, and from any other source, reasonably for the benefit of property owned by the Association and by Association Members and specifically to the following uses, unless other uses are approved by 51% of the votes of Members of the Association, and with the understanding that, at the Association's discretion, funds shall be applied to operations and maintenance before being applied to capital improvements: (i) repayment of principal and interest of any loans of the Association; (ii) the costs the expenses of the Association for the benefit of the Subject Property, Lot Owners and Residents by devoting the same to the acquisition, construction, conduct, alteration, enlargement, laying, renewal, replacement, repair, maintenance, operation, management and subsidizing of such of the following as the Board, in its discretion, may from time to time establish or provide: any or all projects, services, facilities, studies, programs, systems and properties relating to: parks, recreational facilities or services; walkways, trails, benches, street lights, curbing, gutters, sidewalks, landscaping; directional and information signs; subdivision entrance features, walls and signs; contracts, equipment and labor for general maintenance and cleanUp; neighborhood and Association parties, festivities and social activities; newsletters and pamphlets.

9.2 Obligations of Association with Respect to Funds. The Association shall not be obligated to spend in any calendar year all the sums collected in such year by way of annual, special or individual assessments or otherwise, and may carry forward as surplus any balances remaining; not shall the Association be obligated to apply any such surpluses to the reduction of the amount of the annual, special or individual assessments in the succeeding year, but may carry forward from year to year such surplus as the Board in its absolute discretion may determine to be desirable for the greater financial security of Association and the effectuation of its purposes. The Association does not assure that the services described in Section 9.1 will be provided and nothing herein shall obligate the Association or its Directors to Undertake to provide such services. The Association shall provide to all Members of the Association an annual accounting of funds expended and balances remaining within one hundred twenty (120) days after the end of any calendar year, such accounting to be at the Association's expense.

9.3 Authority of Association to Contract. The Association shall be entitle to contract, subject to the last sentence of Section 9.4, with any corporation, firm or other entity for the performance of the various undertakings of the Association specified in Section 9.1, and such other undertakings as may be approved by 51% of the votes of the Members of the Association, and the performance by any such entity shall be deemed the performance of the Association hereunder.

9.4 Authority of Association to Borrow Money. The Association shall be entitled to borrow money for the uses specified in Section 9.1, or other uses if approved by 51% of the votes of the Members of the Association, up to an outstanding principal

balance of \$10,000. Any borrowing over such amount shall require the approval of 51% of the votes of the Members of the Association. Further, the Association shall not incur outstanding contractual and debt obligations exceeding an aggregate of \$20,000 at any given point in time (not including any prospective or actual liability arising out of a lawsuit not based on unpaid accounts), without the approval of 51% of the votes of the Members of the Association.


9.5 Authority of Association to make Capital Expenditures. The Association shall be entitled to make capital expenditures for the uses specified in Section 9.1 or other uses as may be approved as provided therein, up to an amount not to exceed \$10,000.00, as limited by the last sentence in Section 9.4. Any capital expenditure in excess of \$10,000.00 shall require the approval of 51% of the Members of the Association.

9.6 CPI Adjustments. The dollar limitations in Sections 9.4 and 9.5 shall be increased effective January of each year (the "Adjustment Year"), beginning January, 1999, to reflect the percentage increase in the Revised Consumer Price Index—All Items and Major Group Figures for Urban Wage Earners and clerical Workers (1967 = 100) (herein the "CPI") for the CPI for September, 1999 to the CPI for September for the year prior to the respective Adjustment Year.

ARTICLE X EASEMENTS

10.1 Inspection. Developer does hereby establish and reserve for itself, the Association, the Committee and their respective successors and assigns, a permanent and perpetual non-exclusive easement over, across, through and upon each Lot for the purpose of inspecting each Lot and any Dwelling constructed thereon in order to determine the compliance with the provisions of these Protective Covenants and to otherwise perform any of their duties or undertake any of the action authorized or permitted to be taken by any of them pursuant to these Protective Covenants.

10.2 Utilities. Developer does hereby establish and reserve for itself, its successors and assigns, a permanent and perpetual non-exclusive easement over, across, through, upon and under those portions of any Lot upon which the Developer has reserved an easement, as reflected on the recorded Subdivision Plat for such Lot, which easements may be used for the purpose of installing, erecting, maintaining and using above and below ground utility and cable television lines, poles, wires, cables, conduits, storm sewers, conveniences, appurtenances and other utilities. Developer does hereby establish and reserve for itself, its successors and assigns, a permanent and perpetual non-exclusive easement over, across, through, upon and under all portion of Common Area for the purpose of installing, erecting, maintaining and using thereon above and below ground utility and cable television lines, pipes, poles, wires, cables, conduits, storm sewers, conveniences and other utilities.



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10.3 Rights of Others. The easements reserved in Sections 10.1 and 10.2 may be used by public or private utility companies providing utility services to Stagecoach Trace or the property described on Exhibit B hereto.

10.4 Drainage. Drainage shall not be obstructed nor be diverted from drainage swales, storm sewers and/or utility easements as designated herein, or as may hereafter appear on any plat of record in which reference is made to these Protective Covenants. Developer may cut drainways for surface water wherever and whenever such action may appear to Developer to be necessary in order to maintain reasonable standards of health 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 reasonable 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. The provision hereof shall not be constructed to impose any obligation upon Developer to cut such drainways.

10.5 Grading. Developer may at any time make such cuts and fills upon any Lot or other Part of the Subject Property and do such grading and moving of earth as, in its judgment, may be necessary to improve or maintain the streets in or adjacent to the Subject property and to drain surface waters therefrom; and may assign such rights to Shelby County or to any municipal or public authority; provided, however, that after the principal Dwelling upon a Lot shall have been completed in accordance with the Development Plans, the rights of Developer under this Section 10.5 shall terminate with respect to all parts of each Lot other than the easement area thereof, except that Developer or any such municipal or public authority shall thereafter have the right to maintain existing streets and drainage structures.

10.6 Trail Easement. The Developer intends to create a system of trails throughout Stagecoach Trace which may cross over certain Lots. Accordingly, Developer hereby establishes and reserves for all Lot Owners, and their respective guests, invitees, successors and assigns, a permanent and perpetual non-exclusive easement over, across, through and upon those portions of any Lot upon which the Developer has reserved an easement, as reflected on the recorded Subdivision Plat. Additionally, Developer hereby establishes and reserves for all Lot Owners, and their respective guests, invitees, successors and assigns, a permanent and perpetual non-exclusive easement over, across, through and upon the existing walking rail as generally shown on the drawing attached hereto as Exhibit C; provided, however, at such time as Developer has filed a subdivision plat for the areas designated as future development on said drawing, the easement granted hereby shall terminate and be replaced by the easement reflected on the recorded subdivision plat. The foregoing provision of substitution shall be self-operative and no further instrument of dedication shall be required for the establishment of an easement for the trails (the Walking Easement shown on the Subdivision Plat and the walking trail shown on Exhibit C shall collectively be referred to as the "Trail Easement"). Acceptance of a deed for the Lots affected by the Trail Easement represents the Owner's consent thereto.



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ARTICLE XI
USE OF COMMON AREAS

11.1 Easement of Enjoyment of Community. Every Owner, by reason of such ownership, shall have a right and easement of enjoyment in and to Common Area or Association Land, and such easement shall be appurtenant to and shall pass with every Lot upon transfer. All Residents who are not Members shall have a non-transferable privilege to use and enjoy Common Areas and Association Land for as long as they are Residents within the defined meaning of that term. All such rights, easements, and privileges, however, shall be subject to the right of the Association to adopt and promulgate reasonable rules and regulations pertaining to the use of Common Areas and Association Land which shall enhance the preservation of such facilities, the safety and convenience of the users thereof, or which, in the discretion of the Association, shall serve to promote the best interests of the Lot Owners and Residents. The use of the Common Areas and Association Land, including the Trails and the parks, within the Subject Property, shall be restricted to Members and Residents and guests who are accompanied by a Member or Resident. No one shall have any right to fence any portion of the Common Area.

11.2 Suspension of Rights. The Association shall have the right to suspend the right of any Member (and the privilege of each Resident claiming through such Member) to use the Common Areas and Association Land and to receive services from the Association for any period during which the annual, special or individual assessments are assessed under Article VII hereof remains overdue and unpaid, or in connection with the enforcement of any rules or regulations relating to such facilities in accordance with the provisions of this Article XI.

11.3 RELEASE. THE LOT OWNER OF ANY LOT, FOR HIMSELF, ANY OCCUPANT OF THE SAME AND THEIR RESPECTIVE INVITEES, HEIRS, EXECUTORS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASE SIGN PARTIES"), DO HEREBY WAIVE ALL CLAIMS AGAINST AND RELEASE DEVELOPER, THE ASSOCIATION AND THE COMMITTEE, THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, SHAREHOLDERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL LIABILITY OF ANY NATURE ARISING OUT OF OR ON ACCOUNT OF ANY LOSS OR DAMAGE TO PERPROPERTY, INJURY OR DEATH AS A RESULT OF ANY USE OR ENTRY INTO ANY COMMON AREAS, INCLUDING PARKS, TRAILS OR ANY ADJOINING PROPERTY ADJACENT TO ANY COMMON AREA OR TRAIL.


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ARTICLE XII

MISCELLANEOUS

12.1 Additional Property. Developer reserves the right, in its sole and absolute discretion, at any time and from time to time, to add and submit any additional property (the "Additional Property") situated adjacent to or in close proximity within the Subject Property to the terms and provisions of these Protective Covenants. Additional Property may be submitted to the provisions of these Protective Covenants by an instrument executed solely by Developer and filed for record in the Probate Office of Shelby County, Alabama, which instrument shall be deemed an amendment to these Protective Covenants which need not be consented to or approved by any Lot Owner or his mortgagee and which may contain different terms, conditions, restrictions and provisions from those set forth herein. From and after the date on which an amendment to these Protective Covenants is recorded in the Probate Office of Shelby County, Alabama submitting any Additional Property to the terms and provisions hereof, (a) all references herein to Lot Owner shall include owners of all Lots within the Subject Property and the Lot Owners of all Lots within such Additional Property, (b) all references herein to the Subject Property shall include the Additional Property and (c) the number of votes in the Association shall be increased by the number of Lots within the Additional Property so that there shall continue to be one (a) vote in the Association per Lot within the Subject Property. In no event shall Developer be obligated to submit any additional Property to the provisions of these Protective Covenants or to otherwise impose any covenants, conditions or restrictions set forth herein upon any other real property owned by Developer situated adjacent to or in close proximity within the Subject Property.

12.2 Covenants Running with the Land. The terms and provisions of these Protective Covenants shall be binding upon each Lot Owner and their respective heirs, executors, administrators, personal representatives, successors and assigns of each Lot Owner and shall ensure to the benefit of Developer, the Committee, the Association and all of the Lot Owners of any of the Lots within the Subject Property. These Protective Covenants shall be deemed covenants running with the land and any Lot shall be held, owned, sold, transferred, conveyed, hypothecated, encumbered, leased, occupied, built upon and otherwise used, improved and maintained subject to all of the terms and provisions of these Protective Covenants.

12.3 Duration and Amendment. It is understood and agreed that the foregoing covenants and restrictions shall attach to and run with the land for a period of fifty (50) years from the date hereof, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless, by a vote of at least fifty-one percent (51%) of all votes in the Association, it is agreed to change the same in whole or part. Subject to the provisions of Sections 12.1 and 12.12 hereof, these covenants and restrictions may be amended or altered (a) solely by Developer during such periods of time as the Developer owns any Lots within the Subject Property, so long as such amendment does not materially and adversely affect or alter any Lot Owner's right to use his Lot or (b) by the (i) vote of fifty-one percent (51%) of all the votes in the Association, along with (ii) the written agreement of the Developer.

12.4 Captions. All personal pronouns used herein, whether used in masculine, feminine or neuter gender, shall include all gender. The use of the singular tense shall include the plural and vice versa.

2.5 Partition. Each Lot Owner hereby waives any right to seek or obtain judicial partition of any portion of the Subject Property.

12.6 Transfer. Notwithstanding anything provided herein to the contrary, no sale, transfer, conveyance, lease, pledge, encumbrance or other hypothecation of any Lot by Developer to any third party shall constitute or be deemed a transfer of any of the rights reserved herein to Developer unless express reference is made in such instrument of conveyance to the specific rights created in these Protective Covenants which Developer is transferring to such third party.


12.7 Effect of Violation on Mortgage Lien. No violation of any of these Restrictions shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the Subject Property; provided, however, that any mortgagee in actual possession, or any purchaser at any mortgagees' or foreclosure sale shall be bound by and subject to these Restrictions as fully as any other Owner of any portion of the Subject Property.

12.8 No Reverter. No Restriction herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

12.9 Enforcement. In the event of a violation or breach of any of these Restrictions or any amendments thereto by any Lot Owner, or employee, agent, or lessee of such owner, or by any Resident, then the Owner(s) of Lot(s), the Association, or the Developer, their heirs, 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 or other dues, or take all such courses of action at the same time, or such other legal remedy set forth herein shall be held to be a waiver of that party or an estoppel of that party or of any other party to assert any right available to him upon the recurrence or continuation of said violation or the occurrence of a different violation.

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 a proceeding who succeeds in enforcing a Restriction or enjoining the violation of a Restriction against an Owner may be awarded a reasonable attorney's fee against such Owner.


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12.10 Certificate of Violation and Certificate of Compliance. In addition to any other rights or remedies available to the Association hereunder or at law or equity, the Association shall have the right to file in the Records of Shelby County, Alabama, a Certificate or Notice of Violation of these Restrictions (which violation shall include, without limitation, nonpayment to the Annual Charges and/or failure to comply with architectural guidelines) upon failure of a Lot Owner to correct a violation of these Restrictions within thirty (30) days after written notice of the violation has been given by the Association to the Lot Owner. Additionally, upon completion of the construction or alteration of any Dwelling in accordance with the Development Plans, the Committee shall, upon written request of the Lot Owner thereof, issue a certificate of compliance in form suitable for recordation, identifying such Dwelling and the Lot on which such Dwelling is placed, and stating that the Development Plans, the location of such Dwelling and the use or uses to be conducted thereon have been approved and that such Dwelling complies with the requirements of the Committee. Preparation and recording of such certificate shall be at the expense of such Lot Owner. Any certificate of compliance issued in accordance with the provisions of this Section 12.10 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 the Dwelling on the Lot, and the use or uses described therein comply with all the requirements of these Protective Covenants as to which the Committee exercises any discretionary or interpretive powers.

12.11 Approval. Whenever in these Protective Covenants, Developer, the Association or the Committee has the right to approve, consent to or require any action to be taken, such approval, consent or required action shall, except as otherwise specifically provided herein to the contrary, be given or withheld in the sole and absolute discretion of Developer, the Association or the Committee, as the case may be.

12.12 Mscl. Developer reserves the right, in its sole and absolute discretion, at any time and from time to time, without any obligation or requirement to obtain the consent or approval of any Lot Owners or any of their mortgagees, to (a) add any additional real property to the Development, (b) amend **Exhibit B** attached hereto in order to add or remove any real property from the definition of the Development, (c) alter, change or extend any roadways within the Development or alter any street grades of any roads within the Development, without liability to the Lot owners for any claims for damages resulting from such alterations or changes, and (d) change, modify or adopt different covenants and restrictions which would affect the Lots within other portions of the Development which covenants and restrictions may be different from those set forth in these Protective Covenants. Developer may undertake any of the actions set forth in this Section 12.11, with respect to any of the matters described in items (a) through (d) above, without the consent or approval of any Lot Owner or his mortgagees. **The Protective covenants shall be applicable only to the Subject Property, as described in Exhibit A hereto, and shall not extend to or be binding upon any other real property owned by Developer or any portion of the Development unless expressly subjected to the terms and provisions of these Protective Covenants by an instrument duly executed by Developer and recorded in the Office of the Judge of**


Probate of Shelby County, Alabama. Any of the real property described in Exhibit B hereto which is developed for non-residential uses shall not be subject to assessments pursuant to these Protective Covenants or pursuant to the Articles or Bylaws. The size, configuration, style, location and any other of the characteristics of any particular Lots or Improvements thereto shall not in any manner bind or restrict Developer with respect to the characteristics of the development of any other portion of the Subject Property. Developer shall have the right to redesign and relocate the roads, drives and entrances on the Subject Property and to change the size, configuration, style, location and other characteristics of any lots or Lots to be created within the Subject Property in such manner as Developer deems appropriate.

12.13 Interpretation by Association. The Association shall have the right to construe and interpret the provision of these Protective covenants, and in absence of an adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefited or bound by the provisions hereof.

12.14 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 a violation or breach occurring prior or subsequent thereto; provided, however, that approval of plans pursuant to Article V shall be binding on any and all parties as a conclusive determination that such plans are in conformity with these Restrictions.

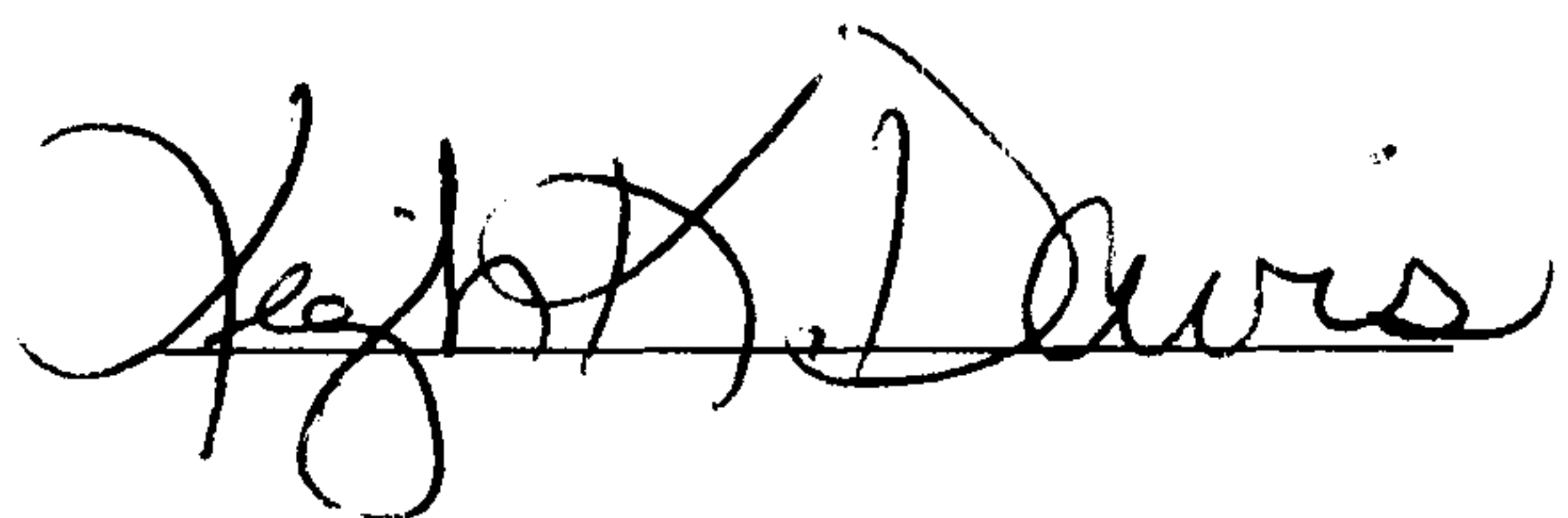
12.15 Laws. These Protective Covenants shall not be construed to permit any action or thing prohibited by applicable zoning laws, rules or regulations of any governmental authority, or by specific restriction imposed by any deed or other conveyance. In the event of any conflict, the most restrictive provision shall govern.

12.16 Indemnity For Damages. Each and every Lot Owner and future Lot owner, in accepting a deed or contract for any Lot subject to these Restrictions, agrees to indemnify the Association for any damage caused by such Owner, or the contractor, agent, or employees of such Owner, to road, streets, gutters, or walkways, including all surfacing thereon, or to water, drainage or storm sewer lines or sanitary sewer lines, or to parks and improvements thereon, or to water, drainage or storm sewer lines or sanitary sewer lines, or to parks and improvements thereon, benches, and street lights, owned by the Association, or for which the Association has responsibility, at the time of such damage.


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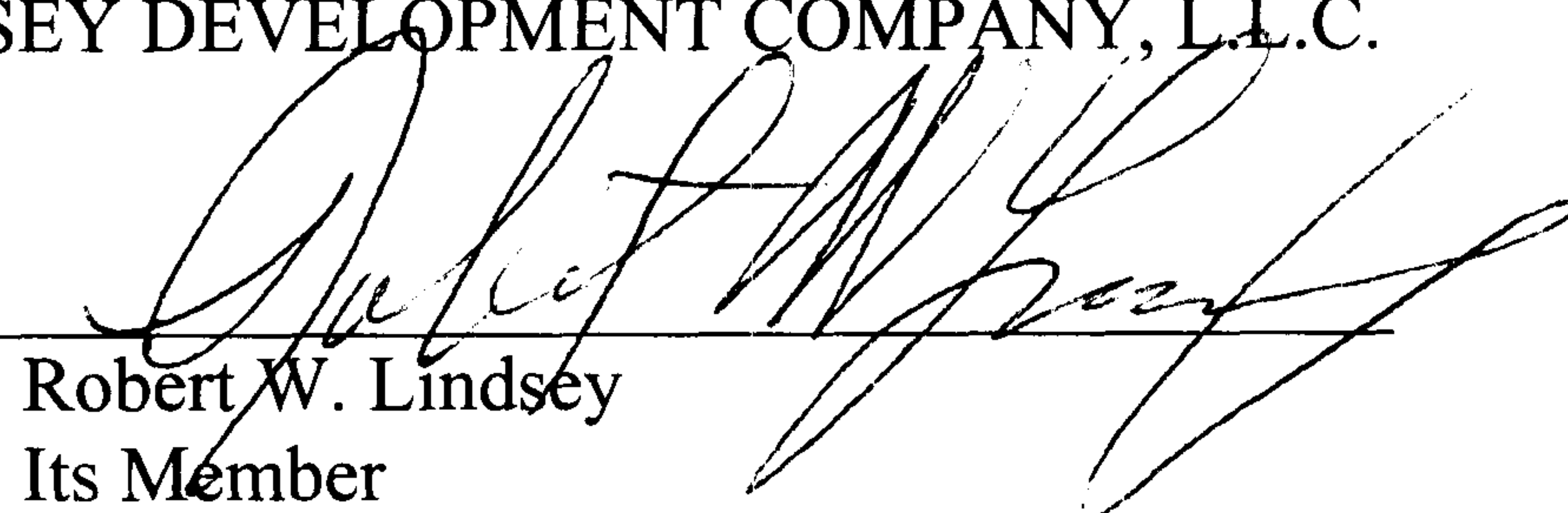
IN WITNESS WHEREOF, this Declaration of Protective Covenants for Stagecoach Trace (Sector V) has been executed by Developer effective the 17th day of March, 2006.

WITNESS:



LINDSEY DEVELOPMENT COMPANY, L.L.C.

By:


Robert W. Lindsey
Its Member

STATE OF ALABAMA

COUNTY OF SHELBY

I, undersigned, a Notary Public in and for said County in said State, hereby certify that Robert W. Lindsey whose name as the duly authorized Member is signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Member and with full authority to do so, executed the same voluntarily on the say the same bears dated.

Given under my hand and official seal this 31 day of May 2006.


NOTARY PUBLIC

My Commission Expires: 10-14-07



20060616000288860 26/28 \$92.00
Shelby Cnty Judge of Probate, AL
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EXHIBIT "A"

Description of Property

Lots 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, and 524, according to the Final Plat of Stage Coach Trace, Sector 5, as recorded in Map Book 33, Page 26, in the Probate Court of Shelby County, Alabama.



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STAGE COACH LEGAL

parcel of land situated in the SW 1/4 of Section 25 and the NW 1/4 of Section 36, Township 21 South, Range 3 West and being more particularly described as follows:

Commence at the N.W. Corner of the NW 1/4 of Section 36, Township 21 South, Range 3 West; thence S 86 deg-11'-13" E a distance of 499.60' to THE POINT OF BEGINNING; thence S 12 deg-35'-04" E a distance of 288.31'; thence N 74 deg-05'-51" E a distance of 323.36'; thence S 17 deg-23'-19" E a distance of 279.27'; thence N 79 deg-43'-02" E a distance of 162.83; thence N 74 deg-54'-16" E a distance of 112.23'; thence S 17 deg-37'-20" E a distance of 9.16' to the north right-of-way of Stage Coach Road (60' ROW) and a point on a curve to the right having a central angle of 20 deg-11'-26" and a radius of 130.01' and subtended by a chord bearing of N 58 deg-37'-42" E and a chord distance of 45.57'; thence along arc of said curve a distance of 45.81' to the end of said curve; thence N 68 deg-43'-26" E a distance of 74.02' to a point of a curve to the right having a central angle of 05 deg-51'-47" and a radius of 1000.00' and subtended by a chord bearing of N 71 deg-39'-19" E a chord distance of 102.28'; thence along said arc a distance of 102.33' to end of said curve; thence N 74 deg-35'-12" E and along the north right-of-way line of Stage Coach Road (60' ROW) a distance of 519.05' to the point of a curve to the right having a central angle of 2 deg-03'-03" and a radius of 1000.00' and subtended by a chord bearing of N 75 deg-36'-43" E and a chord distance of 35.79'; thence along arc of said curve a distance of 35.79' to the end of said curve; thence N 76 deg-38'-15" E and along said right-of-way a distance of 333.67' to a Point of a curve to the left having a central angle of 71 deg-11'-27" a radius of 80.00' and subtended by a chord bearing of N 41 deg-02'-31" E a chord distance of 93.13'; thence along arc of said curve 99.40' to the end of said curve; thence N 5 deg-26'-47" E and along said right-of-way a distance of 94.10' to a point of a curve to the right having a central angle of 42 deg-45'-14" a radius of 110.00' and subtended by a chord bearing of N 26 deg-49'-24" E a chord distance of 80.19'; thence along arc of said curve a distance of 82.08' to the end of said curve; thence N 12 deg-58'-11" W and leaving said right-of-way (60' ROW) a distance of 49.50' to a point of a curve to the right having a central angle of 9 deg-11'-46" a radius of 1000.00' and subtended by a chord bearing of N 8 deg-22'-18" W a chord distance of 160.33'; thence along arc of said curve a distance of 160.50' to the end of said curve; thence N 3 deg-46'-25" W a distance of 74.36' to a point of a curve to the right having a central angle of 10 deg-35'-55" a radius of 1000.00' and subtended by a chord bearing of N 1 deg-31'-33" E a chord distance of 184.72'; thence along arc of said curve a distance of 184.98' to the end of said curve; thence N 6 deg-49'-30" E a distance of 662.36; thence N 6 deg-25'-42" E a distance of 66.05' to a point of a curve to the right on the west right-of-way (80" ROW) of County Road 12 having a central angle of 13 deg-48'-07" a radius of 1070.98' and subtended by a chord bearing of 1 deg-18'-28" a chord distance of 257.37'; thence along arc of said curve a distance of 257.99' to the end of said curve; thence N 05 deg-35'-35" E and along said right-of-way a distance of 66.91'; thence N 86 deg-12'-01" W and leaving said right-of-way a distance of 2329.18'; thence S 1 deg-26'-16" E a distance of 1040.92'; thence S 27 deg-49'-23" E a distance of 655.86'; thence S 12 deg-35'-04" E a distance of 183.51' to the POINT OF BEGINNING.

Containing 97.04 acres more or less.



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