

COBBLESTONE CORNER

20070912000427860 1/5 \$23.00
Shelby Cnty Judge of Probate, AL
09/12/2007 12:23:50PM FILED/CERT

DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS, EASEMENTS, RIGHTS AND LIENS

This Declaration is made the 12th day of Sept. 2007 by Cobblestone Corner LLC, the owner of the property (hereinafter "Declarant") which property is to be developed as a residential subdivision known as Cobblestone Corner.

Whereas Declarant is the owner in fee simple of certain real property described as follows: (hereinafter "Real Estate")

Cobblestone Corner is recorded in Map Book 38 Page 7 in the Probate Office of Shelby County, Alabama.

Whereas, the Declarant intends to develop the Real Estate pursuant to a general subdivision plat covering the property and subject to certain protective covenants, restrictions, easements, rights, equitable servitude's, liens and charges all running with the land.

Whereas, the plan for the property provides for the Real Estate to be subdivided into lots on which single family homes will be built (hereinafter lots as "lots")

Therefore, in order to enhance and protect the value and attractiveness of the Property and in furtherance of the plan, therefore all of the Property shall be subject to the following:

PART I DEFINITIONS

1. Association- shall mean and refer to the Cobblestone Corner's Homeowners Association, Inc. it's successors and assigns.
2. Owner- shall mean the owner of record, whether individual or entity but shall exclude those with only a security interest or mortgage.
3. Property- the property herein described with such additions as may be brought under the Association.
4. Lot- any plot of land with any improvements as shown on the record map.
5. Declarant- Cobblestone Corner LLC. and its successors and assigns if its successors shall acquire more than one undeveloped lot from the Declarant for the purpose of development.
6. Maintenance- reasonable care to keep the lots in condition comparable to the original condition. All drainage structures shall be constructed and maintained according to the various regulations of Shelby County.
7. Articles- as recorded
8. By-Laws- as recorded

PART 2 PROPERTY RIGHTS

1. RIGHT OF ENTRY- Declarant or successors or assigns through agents has a right to reenter after reasonable notice to maintain any lots but nothing herein shall be deemed a requirement for Declarant to perform any maintenance.

PART 3
COBBLESTONE CORNER'S HOMEOWNER'S ASSOCIATION, INC.

1. The structure of the Association is contained in its Articles of Incorporation and By-Laws which should be consulted for a full explanation of the rights and obligations concerning membership in the Association.

2. Every owner of a lot shall be a member of the Association.

3. Each Lot Owner shall be entitled to one vote, which vote is not divisible. The vote shall be cast by the Lot Owner, in the manner provided for herein and in the Bylaws. Provided however, that until four (4) months after the Declarant has completed and sold 75% of the lots in the Planned Development, or until the first two (3) years from the date the first lot is sold, or until Declarant elects to terminate its control of the Planned Development, whichever shall first occur, the Bylaws and rules adopted by Declarant shall govern and there shall be no meeting of the members of the Association, unless a meeting is called by the Board of Directors of the Association, and neither the Lot Owners nor the Association, nor the use of the Planned Development property by Lot occupants shall interfere with the completion of the contemplated improvements and the sale of the lots. The Declarant may make such use of the unsold lots and the Common Areas and facilities as may facilitate the completion and sale, including, but not limited to, showing the property and the display of signs. Thereafter, the Lot Owners shall have control of the Association.

Each Owner shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. However, in no event shall more than one vote be cast with respect to any one lot.

PART 4
ARCHITECTURAL CONTROL

There shall be an Architectural committee composed of three individuals designated and re-designated from time to time by the Declarant or the Association. Provided until such time as Declarant no longer owns or has right to acquire any property, the Architectural Committee shall be composed of three individuals designated by Declarant and Declarant may remove and replace any such member at any time, in its discretion. The current member at the execution of this document is Charlie Rogers. The Architectural Committee may designate in writing one of its members or any other person as its representative for the functions to be carried out by the Architectural Committee.

No building, fence, wall, or other structures shall be commenced, erected or maintained upon the property, nor shall any exterior addition or alteration be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approval in writing as to the harmony of external design and location by the Architectural Committee.

Neither the Architectural Committee, nor any agent therefore nor the Declarant shall be responsible to check for any defects in any plans and specifications submitted, revised, reviewed, or approved according to the above.

Neither the Architectural Committee nor any member nor the Declarant shall be liable to any owner or any party for damages or loss suffered on account of approval or disapproval of any plans, whether or not defective or the filing of any action whether or not the facts stated therein are true and correct.

PART 5 EXTERIOR MAINTENANCE

In the event an owner of a lot in the property shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors of the Association, after approval by 2/3 vote by the Board of Directors, shall have the right to enter upon said parcel and to repair, maintain and restore the Lot and exterior of any improvements thereon. The cost of such exterior maintenance shall be added to the assessment which such lot is subject.

PART 6 GENERAL RESTRICTIONS

1. Land use- The Real Estate shall be used exclusively for residential purposes. Only a single family residence shall be constructed not more than (2) TWO STORIES in height. No building shall be used for any business, commercial, manufacturing, warehousing or other non residential purpose, except, Declarant may use the property as a model home site and may operate display and sales offices for so long as Declarant owns any portion of the property.

2. Parking- No automobile, truck, house trailer, camper, boat, dune buggy, ATV or any other type vehicle shall be parked or maintained on any permanent basis on any lot. Only vehicles used for day to day transportation for the property owner and their families may be kept on the property.

3. Dwelling Size- Every dwelling must contain not fewer than 1800 square feet of heated space.

4. Nuisances- No noxious or offensive activity, or activity which has or may become an unreasonable nuisance or annoyance to any lot owner shall be conducted or permitted. No loud noises or noxious odors shall be emitted or permitted on the property.

5. Temporary Structures- No temporary house, trailer, shack, tent, barn, shed, stable, poultry house or yard, rabbit hut, tree house or other outbuilding or structure of any kind, shall be permitted, constructed, installed or allowed to remain on any Lot or Dwelling or; provided, however, that the foregoing shall not be deemed to prohibit

(a)temporary structures for social functions as may be permitted by the rules and regulations of the Board of the Association,

(b)any detached garages or other structures which are approved in writing by the ARC,

(c)dog houses for not more than two (2) dogs so long as such dog houses are visibly screened from view from streets.

6. Signs and Antennas- No sign, poster, display, billboard or other advertising device of kind shall be displayed to the public view on any portion on any property. Except sale or rent signs no larger than 3 square feet. No television, satellite dish or other antenna shall be placed or erected on the exterior of any residence without prior approval of Architectural Committee.

7. Oil and Mining- No exploration, drilling, development, refining, mining, or quarrying of any kind shall be permitted.

8. Animals- No livestock or poultry shall be kept for any reason, except the usual and ordinary household pets such as dogs, cats, fish and birds or horses provided these animals cannot be bred or maintained for any commercial purpose in an unreasonable manner.

9. Garbage- no garbage, rubbish or wastes shall be dumped or maintained on the property. All such garbage shall be kept in sanitary containers and no odors shall be permitted.

PART 7 ROADS AND STREETS

1. CONVEYANCE TO THE ASSOCIATION- The Association shall have the right to maintain and help maintain the roads and streets within the Property regardless of whether they have been dedicated to the public, owned by the Declarant or have been conveyed to the Association. Declarant shall have the right to dedicate all or any of the roads and streets to the public. Declarant is under no duty or obligation express or implied to maintain the roads and streets within the Property. The Association shall have the right to maintain any and all public roads and streets within the Property and subject to the assessment provisions hereof, may charge fees or assessments as the Association deems appropriate for the proper maintenance thereof.

PART 8 GENERAL

1. GRANTEE'S ACCEPTANCE- The grantee of any parcel subject to this Declaration, by acceptance of the deed or conveyance whether from Declarant or subsequent owner shall be subject to everything contained within this document.

2. INDEMNITY FOR DAMAGES- Each and every owner and future owner of any part of the Property in accepting the deed or conveyance agrees to indemnify Declarant and the Association from and against any (i) damage caused by such Owner, contractor or agent to roads, streets, gutters, walkways or other aspect of public ways, including all surfacing thereon, or to water, drainage or storm sewer lines or sanitary sewer lines owned by the Declarant or Association and (ii) any loss or damage, claim or liability that the Declarant or Association may suffer including costs of defense and attorney's fees arising out of breach or violation of the provisions of this Declaration.

3. SEVERABILITY- Every provision herein is independent of and severable from the rest of the provisions and invalidity of any one or more of the provisions shall in no way affect the other provisions which shall remain in full force and effect.

4. RIGHT OF DECLARANT TO MODIFY RESTRICTIONS WITH RESPECT TO ANY UNSOLD PARCELS- Declarant may include in any contract or deed hereinafter made such modifications and/or additions to this Declaration as Declarant in its sole discretion desires.

5. DECLARANTS RIGHT TO REMOVE PORTIONS OF THE PROPERTY- Declarant shall have the right, at any time, to remove from the provisions of this Declaration, the Articles and Bylaw, any portion or portions of the Property as Declarant might determine.

6. ENFORCEMENT- In the event of a violation or breach of any provision of this Declaration by any owner, agent or assignee of any kind, the Owner, Association, Declarant their successors or assigns or any other party shall have the right to proceed at law or equity to compel compliance with the terms and conditions hereof, to prevent the violation or breach of said restrictions and provisions, to sue for and recover damages to other dues, or to take all such courses of action at

the same time or such other legal remedy it may deem appropriate. No delay or failure on the part of an aggrieved party to initiate and available remedy set forth herein shall be deemed 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. In addition, Mortgagees are not required to collect assessments. Failure to pay assessments does not constitute a default under an insured mortgage or any mortgage.

7. CERTIFICATE OF VIOLATION- In addition to any other rights or remedies available to the Association hereinafter or at law or equity, the Association shall the right to file in the Probate Office of Shelby County, Alabama a CERTIFICATION OR NOTICE OF VIOLATION of this Declaration, (which violation may include, without limitations, non payment of the fees, assessments or charges, or failure to comply with architectural guidelines) upon failure of an Owner to correct a violation of this Declaration with 10 days after written notice of the violation has been given by the Association the Parcel Owner. Any such lien shall be subordinate to the lien of any first mortgage.

8. ASSIGNMENT BY ASSOCIATION- The association shall have the right to assign its rights and properties to a successor non-profit membership corporation and in such event the assets shall be dedicated to a public body or conveyed to a nonprofit organization with similar purposes.

9. NO WAIVER- The failure of any party to enforce any of the provisions of this Declaration shall in no event be considered a waiver of the right to do so thereafter as to any violation or breach.

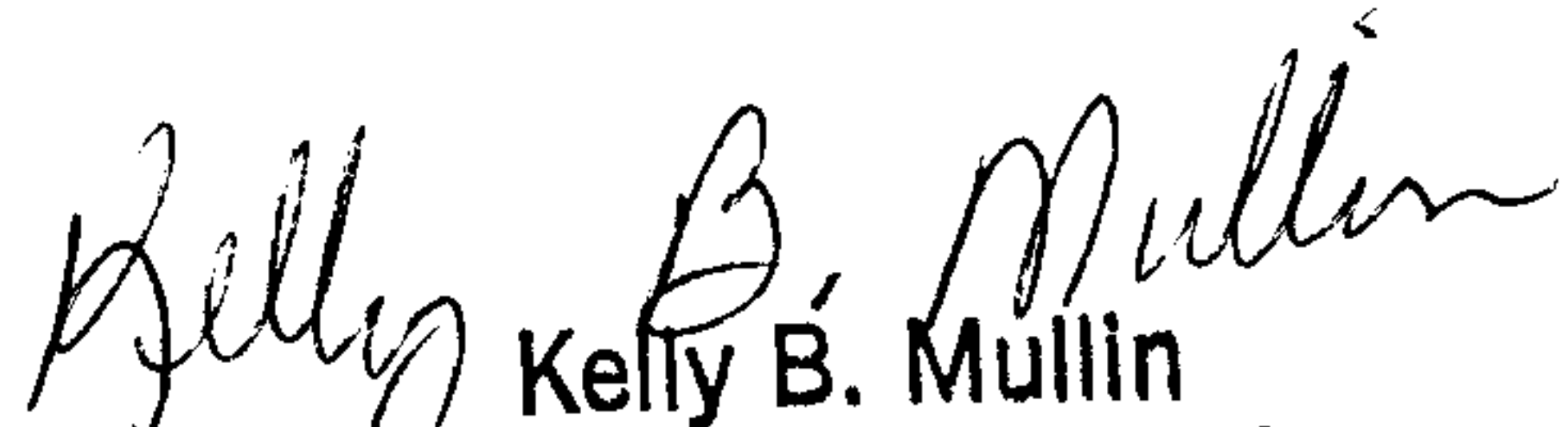
10. AMENDMENT- The approval of 2/3 of the lot owners is required to amend the covenants.

Cobblestone Corner LLC.


by Charlie Rogers-Developer



Shelby County, Alabama
I, Kelly B. Mullin, a notary in said county, hereby
certify that Charles D. Rogers appeared before me
this 12th day of September, 2007


Kelly B. Mullin
Notary Public State At Large
Commission Expires
June 28, 2009