

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, the undersigned, Distinctive Builders Inc., ("Declarant"), is the owner of Canterbury Cove, as recorded Map Book 39 on page 132 and Instrument No. ~~20080404000136950~~ in the Office of the Judge of Probate of Shelby County, Alabama (the "Property" or the "Lots"); and

WHEREAS, in order to preserve and enhance the quality of life for purchasers of Lots, and to protect values of houses constructed on the Lots, Declarant desires to subject the Property to certain restrictions, conditions and limitations.

NOW, THEREFORE, Declarant subjects and commits the Property to the following restrictions, conditions, and limitations relating to the use of the Property, intending them to run with the land:

1. **Single Family Residence.** Each lot shall be used for a single-family residence, and for no other purpose.
2. **Permitted Buildings.** No structure shall be erected, altered, placed or permitted to remain on any Lot other than (1) one detached single-family dwelling; (2) one garage that will accommodate a maximum of four vehicles and serve the residence located on the same Lot; and (3) other outbuildings incidental and necessary for the use of the residence constructed on the Lot
3. **Minimum Finished and Heating Living Area.** Each residential building shall contain a minimum of 3,000 square feet of finished and heated living area. In calculating the minimum areas required under this paragraph, open porches, garages and basements are to be excluded.
4. **No Lot to be Subdivided.** No Lot shall be subdivided so as to create an additional Lot.
5. **No Temporary Residence.** No structure of a temporary character, no trailer, no recreational vehicle, garage, tent or basement shall be used at any time as a residence permanently.
6. **Setbacks.** No building shall be located nearer than 40 feet to the front, 40 feet to the rear, 20 feet on one side or total of both sides 50 feet. For the purpose of this Paragraph 6, eaves, steps, and open decks or terraces shall not be construed as part of the building.

7. **Keeping of Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lots, except dogs, cats and other household pets in a reasonable number and provided that they are not kept, bred or maintained for any commercial purpose.
8. **Nuisances.** No noxious or offensive trade or activity shall be carried on upon any Lot; neither shall there be any conduct or activity thereon which constitutes an annoyance or nuisance to the residents of neighboring houses.
9. **Boats, Trailer, Recreational Vehicles.** No boat, trailer, recreational or commercial vehicles or bus, or vehicle of any kind which is not in driveable condition, shall be allowed to be parked or stored on any Lot in a location where it can be seen from a street.
10. **No Dumping.** No trash, garbage or other refuse shall be dumped, stored, or accumulated on any Lot. Trash, Garbage or other waste shall not be kept on any Lot except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in clean and sanitary condition and shall be so placed or screened by shrubbery or other appropriate material approved in writing by the Architectural Control Committee so as not to be visible from any road at any time, except during the time that refuse is being collected.
11. **No Burning of Garbage.** No burning of garbage or household refuse shall be permitted.
12. **Protection of Streets and Curbs.** All vehicles, including those delivering supplies, must enter the building Lot on the driveway only, in order to prevent unnecessary damage to trees and street paving. Any damage not repaired by the owners of the Lot after ten (10) days' written notice, may, at the discretion of the undersigned, any owner of a lot or the Homeowner's Association, be repaired and the costs assessed to the Lot owner. This charge will constitute a lien upon the Lot, enforceable delinquent by an appropriate proceeding at law or equity.
13. **Lot Owners Responsible for Builders' Acts.** During the construction of houses on the Lots, Lot owners are responsible to keep the homes, garages and building sites clean. All building debris, stumps, trees and the like must be removed to keep the houses and Lots attractive. Owners of the Lots will be financially responsible to clean and restore any areas on which their builders dump debris, trash and the like.
14. **Exterior Construction.** All exterior materials used on houses and outbuildings including retaining walls, shall be of such kind and in such combinations as are approved by the Architectural Control Committee. unfinished concrete blocks and metal siding will not be permitted unless specifically approved by the Architectural Control Committee.

- 15. Diligent Completion of Construction.** It shall be a violation of these Covenants for the construction of any building, once begun, not to be Completed within twelve (12) months thereafter.
- 16. Pools** No above ground pools shall be permitted on lots, all pools and fences should be approved by the ACC (Architectural Control Committee)
- 17. Architectural Control Committee (“ACC”).** (a) Authority. The ACC shall have the power and authority to interpret, apply and enforce these covenants. In addition to the authority to review and approve plans and specifications for the structures to be built on the Lots and to approve the positioning of the structures in accordance with Paragraph (c), below, the ACC is granted the authority to exercise reasonable discretion in granting exceptions in unique situations and circumstances in connection with Paragraphs 14 & 15.
- (b) Composition. The Architectural Control Committee (the “ACC”) shall be composed initially of Officers of Distinctive Builders Inc. Members of the ACC shall serve without compensation and shall serve until all of the Lots have been sold, at which time, the owners of record of the majority of the Lots shall have the power, upon written notice to the ACC, to change the membership of the ACC.
- (c) Approval of Plans and House Location. All plans for any structure or improvements to be erected or moved upon any Lot, together with documentation showing the proposed location on the Lots, the exterior construction material, the roofs (and any changes or additions to the exterior) must be submitted to and approved by the ACC before any work is commenced. No work may be begun until the ACC has issued its Letter of Approval and a copy has been signed by the Lot owner, or the builder evidencing receipt. Submission shall mean delivered to Canterbury Cove, ACC. Required to be submitted are (1) full set of drawings for each structure. An incomplete or partial package will not constitute submission of Plans.
- (d) Plans Deemed Approved if ACC has Not Acted in Ten Days. The ACC shall approve or disapprove the Plans within 10 days following submission of the Plans as defined herein. Silence for a period of 10 days shall be deemed approval.
- (e) No Liability For Failure to Identify Defects in Plans. Neither the ACC nor any architect, engineer or other person examining the Plans and specifications on behalf of the ACC shall incur any responsibility to the Lot owner submitting the Plans, or to any third party, in any respect whatsoever, but specifically, without limitation, the failure to check or to check properly on defects of any kind, whether the defects be structural or otherwise. Neither shall an approval by the ACC be deemed to be a comment on the structural integrity of any structure, but rather the

ACC's judgement that the Plans meet the requirements of the Covenants, Restrictions and Limitations.

- 18. Compliance Agreement and Indemnity Damages.** All Lot owners must comply with Alabama Department of Environmental Management (ADEM) rules, regulations and permits prior to, during and after construction. By accepting delivery of a deed to a Lot, the new owner of the Lot assumes responsibility for all drainage and storm water run-off from the Lot, as well as responsibility to perform all requirements for silt fencing or protection of adjoining property. Each Lot owner agrees to indemnify Declarant (and Declarant's engineers, agents and representatives) from any and all liability, damages, fines, or loss resulting from the failure of the Lot owner, or the Lot owner's representative, strictly to adhere to or comply with ADEM's rules, regulations and permits. Lot owners further agree to indemnify and hold the Declarant (and the Declarant's engineers, agents and representatives) harmless for any damage caused by Lot owner to roads, streets, walkways or other aspects of public ways, including all surfacing, or to water, drainage or storm sewer lines.
- 19. Each Covenant Independent.** Each and every covenant and restriction contained herein shall be considered to be an independent and separate restriction and condition, and in the event one or more condition or restriction shall, for any reason, be held to be invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.
- 20. Covenants for Benefit of All Lot Owners.** The covenants and restrictions herein shall be deemed to be covenants running with the land. If any person shall violate or attempt to violate any of such restrictions or covenants, it shall be lawful for the undersigned or any person or persons owning any Lot in the subdivision: (a) to prosecute proceedings at law for the recovery of damages against the person or persons so violating or attempting to violate any such covenant or restrictions, or (b) to maintain a proceeding in equity against the person or persons so violating or attempting to violate any such covenant or restriction for the purpose of preventing such violation; provided, however, that the remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law.
- 21. Notices.** Any notice, demand, consent, authorization or other communication (collectively, a Notice) which any party is required or may desire to give to or make upon the Declarant or the ACC pursuant to this Agreement shall be effective and valid only if in writing, and delivered personally to the other party or sent by overnight express courier or delivery service or by registered or certified mail of the United States Postal Service, return receipt requested, and addressed to the Declarant or ACC, as applicable, as follows (or to such other address or person as the Declarant or ACC may by written notice to the

other party specify) or sent by facsimile transmission to the fax number shown below and simultaneously mailed by first-class mail of the United States Postal Service:

To Declarant: Distinctive Builders Inc.
9 Montagel
Birmingham Al 35242
Attention: Jeff Brown
(205) 369-5819

To ACC: Canterbury Cove, ACC
9 Montagel
Birmingham Al 35242
Attention: Jeff Brown
(205) 369-5819

Unless otherwise specified, notices shall be deemed given when received, but if delivery is not accepted, on the earlier of the date delivery is refused or the third business day after the same is deposited with the United States Postal Service or the business day after the same is deposited with an overnight courier

Done this February day of 26th, 2008

Distinctive Builders Inc.

By: Jeff Brown
Its: President

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that JEFF BROWN, whose name as PRESIDENT of Distinctive Builders Inc, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that, being informed the contents of the instrument, she, in her capacity as such _____ and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 21st day of FEB, 2008.

[Signature]
Notary Public

My commission expires 1-10-09