

66148

REAL 708 PAGE 531

83.50



20120823000317130 1/34 \$111.00
Shelby Cnty Judge of Probate, AL
08/23/2012 03:43:10 PM FILED/CERT

**DECLARATION
OF
PROTECTIVE COVENANTS
OF
TRACE CROSSINGS (RESIDENTIAL)**

TABLE OF CONTENTS

ARTICLE I		
MUTUALITY OF BENEFIT AND OBLIGATION		1
ARTICLE II		
ARCHITECTURAL COMMITTEE; ARCHITECTURAL CONTROL		2
SECTION 2.1 Architectural Committee		2
2.2 Approval Required		2
2.3 Basis For Disapproval of Plans		2
2.4 Retention of Copy of Plans		3
2.5 Rules of Architectural Committee; Effect of Approval and Disapproval; Time for Approval		3
2.6 Failure to Obtain Approval		4
2.7 Certificate of Compliance		4
2.8 Inspection and Testing Rights		4
2.9 Waiver of Liability		5
ARTICLE III		
ZONING AND SPECIFIC RESTRICTIONS		5
ARTICLE IV		
SITE DEVELOPMENT		5
SECTION 4.1 Site to be Staked Prior to Tree Cutting		5
4.2 Erosion Control		5
4.3 Utility Lines and Appurtenances		5
4.4 Connection Points For Utility Service Lines		6
4.5 Sanitary Sewer Service Lines		6
4.6 Landscaping		6
4.7 Colors; Architectural Styles		6
4.8 Exterior Lighting		6
ARTICLE V		
COVENANTS FOR MAINTENANCE		7
SECTION 5.1 Keep Parcel in Repair; Liens		7
5.2 Priority of Lien		7
ARTICLE VI		
GENERAL COVENANTS AND RESTRICTIONS		7
SECTION 6.1 General Prohibitions		7
6.2 Preservation of Trees		7
6.3 Animals		8
6.4 Signs		8
6.5 Temporary Structures		8
6.6 Accumulation of Refuse		8
6.7 Pipes		8

6.8 Mining	9
6.9 Maintenance of Hedges and Plants	9
6.10 Business Activity	9
6.11 Model House, Real Estate Office	9
6.12 Clothes Lines	9
6.13 Machinery	9
6.14 Use Authorized by Architectural Committee	9
6.15 Mail boxes	10
6.16 Outside Burning	10
6.17 Nuisance	10
 ARTICLE VII WATERFRONT AREAS AND WATERWAYS	10
SECTION 7.1 Construction Along Waterway	10
7.2 No Boats on Waterway	10
7.3 Trash and Refuse	10
7.4 Use of Waterway; No Liability of TCRA	10
 ARTICLE VIII EASEMENTS	11
SECTION 8.1 Drainage Easements	11
8.2 Grading	11
 ARTICLE IX ASSESSMENT OF ANNUAL CHARGE	11
SECTION 9.1 Assessment	11
9.2 Date of Commencement of Annual Charge	11
9.3 Effect of Nonpayment of Assessments; Remedies of TCRA	12
9.4 Certificate of Payment	12
 ARTICLE X IMPOSITION OF CHARGE AND LIEN UPON PROPERTY	12
SECTION 10.1 Creation of Lien for Assessments	12
10.2 Submission of Portions of Trace Crossings Property	12
10.3 Personal Obligation of Members	12
10.4 Subordination of Lien to Mortgages	13
 ARTICLE XI USE OF FUNDS	13
SECTION 11.1 Use of Funds	13
11.2 Obligations of TCRA with Respect to Funds	13
11.3 Authority of TCRA to Contract	14
11.4 Authority of TCRA to Borrow Money	14



Protective Covenants

III

11.5 Authority of TCRA to make Capital Expenditures	14
11.6 CPI Adjustments	14

ARTICLE XII
RIGHTS OF ENJOYMENT IN COMMUNITY FACILITIES

14

SECTION 12.1 Community Facilities	14
12.2 Easement of Enjoyment of Community	14
12.3 Suspension of Rights	15
12.4 Right of TCRA to Convey	15
12.5 Restrictions and Easements Over Open Spaces	15

ARTICLE XIII
MEMBERSHIP AND VOTING RIGHTS

15

SECTION 13.1 General	15
13.2 All Parcel Owner's Are Members of TCRA	15
13.3 Classes of Membership	15
13.4 Voting Rights: Class B Members	15
13.5 Voting Rights: Class A Members	16
13.6 Conflict	16

ARTICLE XIV
THE ADDITION OF OPEN SPACES

16

SECTION 14.1 Additions to Open Space	16
14.2 Permissible Conditions or Restrictions on Additional Open Space	16

ARTICLE XV
THE SUBMISSION OF ADDITIONAL MEMBER'S PROPERTY

16

SECTION 15.1 Submission of Additional Member's Property	16
15.2 All Member's Property Bears the Burdens and Enjoys the Benefits of this Declaration	17

ARTICLE XVI
GENERAL

17

SECTION 16.1 Grantee's Acceptance	17
16.2 Indemnity For Damages	17
16.3 Severability	17
16.4 Right of Developer to Modify Restrictions With Respect to Unsold Parcels	17
16.5 Captions	17
16.6 Effect of Violation on Mortgage Lien	18
16.7 No Reverter	18
16.8 Duration and Amendment	18
16.9 Enforcement	18
16.10 Certificate of Violation	18

16.11 Interpretation by TCRA	19
16.12 Assignment by TCRA	19
16.13 No Waiver	19

**ARTICLE XVII
DEFINITIONS**

SECTION 17.1 Assessable Property	19
17.2 Association or "TCRA"	19
17.3 Association Land or TCRA Land	19
17.4 Board	19
17.5 Charter	19
17.6 Declaration	19
17.7 Deed	19
17.8 Developer	19
17.9 Exempt Property	20
17.10 Member	20
17.11 Member's Property	20
17.12 Open Spaces or Common Areas	20
17.13 Owner	20
17.14 Parcel	20
17.15 Property or Subject Property or Member's Property	20
17.16 Resident	20
17.17 Residential Parcel	20
17.18 Restrictions	20
17.19 Structure	20
17.20 Trace Crossings or Trace Crossings Property	21
17.21 Tract	21

EXHIBIT A -- Description of Trace Crossings Property



20120823000317130 5/34 \$111.00
Shelby Cnty Judge of Probate, AL
08/23/2012 03:43:10 PM FILED/CERT

**DECLARATION OF PROTECTIVE COVENANTS
OF TRACE CROSSINGS (RESIDENTIAL)**

KNOW ALL MEN BY THESE PRESENTS, That:

WHEREAS, The HARBERT-USR REALTY JOINT VENTURE, an Alabama General Partnership (herein referred to as "DEVELOPER"), has heretofore acquired the fee title interest in, or an option on, the land and real property described in Exhibit "A", annexed hereto and made a part hereof, said land being situated in Jefferson and Shelby Counties, Alabama, and referred to herein as "Trace Crossings Property"; and

WHEREAS, DEVELOPER intends to form a planned development (to be known as "Trace Crossings") on the Trace Crossings Property consisting of commercial, residential, recreational and other areas; and

WHEREAS, DEVELOPER has caused the TRACE CROSSINGS RESIDENTIAL ASSOCIATION, INC. to be formed for the purpose of providing a non-profit organization to serve as representative of DEVELOPER and owners of any part of Trace Crossings Property which hereafter is made subject to these protective covenants (herein collectively referred to as "Restrictions") with respect to: the assessment, collection and application of all charges imposed hereunder; the enforcement of all covenants contained herein and all liens created hereby; the creation, operation, management and maintenance of the facilities and services referred to hereafter and such other purposes described in its charter; and

WHEREAS, DEVELOPER may desire to subject, from time to time, portions of the Trace Crossings Property intended for residential and related development to this Declaration.

NOW, THEREFORE, DEVELOPER does hereby proclaim, publish and declare that any part of the Trace Crossings Property which becomes subject to these Restrictions shall be held, conveyed, hypothecated or encumbered, rented, used, occupied and improved subject to this Declaration, which shall run with the land and shall be binding upon DEVELOPER and upon all parties having or acquiring any right, title or interest in any part of Trace Crossings Property which is subject to this Declaration. The restrictions contained herein shall not apply to or affect any Trace Crossings Property which is not subjected specifically by written instrument to this Declaration.

**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 Trace Crossings Property subjected to the Restrictions (sometimes referred to as "Property" or "Member's Property") and are intended to create mutual, equitable servitudes upon each such part of the Property and in favor of each and all such parts of the Property therein, to create reciprocal rights between the respective owners and future owners of such Property; and to create a privity of contract and estate between the grantees of said Property, their heirs, successors and assigns. The Restrictions do not apply to or affect any part of the Trace Crossings Property which is not subjected specifically by written instrument to this Declaration. All Member's Property shall be held, transferred, sold, conveyed, used, leased, occupied, mortgaged or otherwise encumbered subject to all the terms and provisions of this Declaration applicable to Member's Property, including, but not limited to, the lien provisions set forth in Section 10.1.



20120823000317130 6/34 \$111.00
Shelby Cnty Judge of Probate, AL
08/23/2012 03:43:10 PM FILED/CERT

ARTICLE II

ARCHITECTURAL COMMITTEE; ARCHITECTURAL CONTROL

SECTION 2.1 Architectural Committee.

The Residential Architectural Committee (herein the "Architectural Committee") shall be composed of at least three (but not more than five) individuals designated and redesignated from time to time (i) by DEVELOPER until control of the Architectural Committee is specifically delegated by the DEVELOPER to the TCRA, and (ii) by the TCRA after delegation of such control. Delegation of control of the Architectural Committee from the DEVELOPER to the TCRA shall be evidenced by an instrument signed by the DEVELOPER and filed for record in the Probate records of Jefferson and Shelby Counties, Alabama. The delegation of such control of the Architectural Committee shall not be tied to the transfer of control of the TCRA from the DEVELOPER to the Class A members of the TCRA, but rather shall not occur until the DEVELOPER has sold all property described on Exhibit "A" hereto, or such sooner time as the DEVELOPER shall determine.

Except as hereinafter provided, the affirmative vote of a majority of the membership of the Architectural Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any findings, determinations, ruling or order, or to issue any permit, authorization or approval pursuant to directives or authorizations contained herein. With regard to review of plans and specifications as set forth in this Article II, however, and with regard to all other specific matters (other than the promulgation of rules and regulations) as may be specified by resolution of the entire Architectural Committee, each individual member of the Architectural Committee shall be authorized to exercise the full authority granted herein to the Architectural Committee. Any approval by one such member of any plans and specifications submitted under this Article II, or the granting of any approval, permit or authorization by one such member in accordance with the terms hereof, shall be final and binding. Any disapproval, or approval based upon modification or specified conditions by one such member shall also be final and binding.

2.2 Approval Required.

No Structure as defined in Section 17.19 shall be commenced, erected, placed, moved on to or permitted to remain on any Parcel, nor shall any existing Structure upon any Parcel be altered in any way which materially changes the exterior appearance thereof, nor shall any new use be commenced on any Parcel, unless two sets of plans and specifications (including a description of any proposed new use) thereof shall have been submitted to and approved in writing by the Architectural Committee. Such plans and specifications shall be in such form and shall contain such information as may be required by the Architectural Committee, but in any event shall include: (i) architectural plans, elevations and specifications showing the nature, kind, exterior color schemes, shape, height and materials of all Structures proposed for the Parcel; (ii) a site plan of the Parcel showing the location with respect to the particular Parcel (including proposed front, rear and side setbacks) of all Structures, the location thereof with reference to Structures on adjoining portions of the Property, and the number and location of all parking spaces and driveways on the Parcel; (iii) a grading plan for the particular Parcel; (iv) a drainage plan and (v) a plan for landscaping. All of said plans shall address the matters set forth in Article IV, as applicable.

2.3 Basis For Disapproval of Plans.

The Architectural Committee shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

- (a) failure of such plans or specifications to comply with any of the Restrictions;
- (b) failure to include information in such plans and specifications as may have been reasonably requested;
- (c) objection to the exterior design, appearance or materials of any proposed Structure;
- (d) objections to the location of any proposed Structure upon any Parcel or with reference to other

20120823000317130 7/34 \$111.00
Shelby Cnty Judge of Probate, AL
08/23/2012 03:43:10 PM FILED/CERT

- Parcels in the vicinity;
- (e) objection to the site plan, grading plan, drainage plan or landscaping plan for any Parcel;
 - (f) objection to the color scheme, finish, proportions, style of architecture, materials, height, bulk, or appropriateness of any proposed Structure;
 - (g) objection to parking areas proposed for any Parcel on the grounds of (i) incompatibility to proposed uses and Structures on such Parcel or (ii) the insufficiency of the size of parking areas in relation to the proposed use of the Parcel;
 - (h) failure of plans to take into consideration the particular topography, vegetative characteristics, natural environment and storm water runoff of the Parcel; or
 - (i) any other matter which, in the judgment of the Architectural Committee, would render the proposed Structure, Structures or uses inharmonious with the general plan of improvement of the Property or with Structures or uses located upon other Parcels in the vicinity.

Approval of any such plans shall terminate and be rendered void if construction is not begun within six (6) months after such approval unless such six (6) month period is extended by agreement with the Architectural Committee in which event the extended time period shall be applicable.

In any case where the Architectural Committee shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the Architectural Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

The scope of review by the Architectural Committee is limited to appearance only and does not include any responsibility or authority to review for structural soundness, compliance with building or zoning codes or standards, or any other similar or dissimilar factors.

2.4 Retention of Copy of Plans.

Upon approval by the Architectural Committee of any plans and specifications submitted hereunder, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Architectural Committee, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same.

2.5 Rules of Architectural Committee; Effect of Approval and Disapproval; Time for Approval.

The Architectural Committee may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on Parcels, including, without limitation, exterior lighting and planting, and may issue statements of policy with respect to approval or disapproval of the architectural styles or details, or other matters, which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the Architectural Committee at any time, and no inclusion in, omission from or amendment of any such rule or statement shall be deemed to bind the Architectural Committee to approve or disapprove any feature or matter subject to approval, or to waive the exercise of the Architectural Committee's discretion as to any such matter, but no change of policy shall affect the finality of any approval granted prior to such change. Approval for use on any Parcel of any plans or specifications shall not be deemed a waiver of the Architectural Committee's right, in its discretion, to disapprove such plans or specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any other Parcel or Parcels. Approval of any such plans and specifications relating to any Parcel, however, shall be final as to that Parcel and such approval may not be revoked or rescinded thereafter, provided, (i) that the Structures or uses shown or described on or in such plans and specifications do not violate any specific prohibition contained in the Restrictions, and (ii) that the plans and specifications, as approved, and any condition attached to any such approval, have been adhered to and complied with in regard to all Structures on and uses of the Parcel in question.

In the event that the Architectural Committee fails to approve or disapprove any plans and specifications as herein provided within thirty (30) days after submission thereof, the same shall be deemed to have been



20120823000317130 8/34 \$111.00
Shelby Cnty Judge of Probate, AL
08/23/2012 03:43:10 PM FILED/CERT

approved, as submitted, and no further action shall be required.

2.6 Failure to Obtain Approval.

If any Structure shall be altered, erected, placed or maintained upon any Parcel, or any new use commenced on any Parcel, otherwise than in accordance with plans and specifications approved by the Architectural Committee pursuant to the provisions of this Article II, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this Article II, and without the approval required herein, and, upon written notice from the Architectural Committee, any such Structure so altered, erected, placed or maintained upon any Parcel in violation hereof shall be removed or realtered, and any such use shall be terminated, so as to extinguish such violation.

If fifteen (15) days after the notice of such a violation the Owner of the Parcel upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same, DEVELOPER or the TCRA shall have the right, through its agents and employees, to enter upon such Parcel and to take such steps as may be necessary to extinguish such violation and the cost thereof shall be a binding, personal obligation of such Owner as well as a lien (enforceable in the same manner as a mortgage) upon the Parcel in question. The lien provided in this Section 2.6 shall not be valid as against a *bona fide* purchaser (or *bona fide* mortgagee) of the Parcel in question unless a suit to enforce said lien shall have been filed in a court of record in the county in which the Parcel is located prior to the recordation among the land records of such county of the deed (or mortgage) conveying the Parcel in question to such purchaser (or subjecting the same to such mortgage).

2.7 Certificate of Compliance.

Upon completion of the construction or alteration of any Structure upon any Parcel in accordance with plans and specifications approved by the Architectural Committee, the Architectural Committee shall, upon written request of the Owner thereof, issue a certificate of compliance in form suitable for recordation, identifying such Structure and the Parcel on which such Structure is placed, and stating that the plans and specifications, the location of such Structure and the use or uses to be conducted thereon have been approved and that such Structure complies with the requirements of the Committee. Preparation and recording of such certificate shall be at the expense of such Owner. Any certificate of compliance issued in accordance with the provisions of this Section 2.7 shall be prima facie evidence of the facts therein stated, and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such certificate shall be conclusive evidence that, as of the date of the certificate, all Structures on the Parcel, and the use or uses described therein comply with all the requirements of this Article II, and with all other requirements of this Declaration as to which the Architectural Committee exercises any discretionary or interpretive powers.

2.8 Inspection and Testing Rights.

Any agent of DEVELOPER, TCRA or the Architectural Committee may at any reasonable time or times enter upon and inspect any Parcel and any improvements thereon for the purpose of ascertaining whether the maintenance of such Parcel and the maintenance, construction, or alteration of Structures thereon are in compliance with the provisions hereof; and neither DEVELOPER, TCRA nor the Architectural Committee nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection. Without limitation upon other inspection rights, in order to implement inspection and testing of sanitary sewer lines, each owner agrees to notify the Architectural Committee prior to its installation of the sanitary sewer service lines and to permit such inspection and testing thereof by the Architectural Committee both before and after backfill as is required by the Architectural Committee. Any such inspection shall be for the sole purpose of determining compliance with these Restrictions, and neither the making of any such inspection, nor the failure to make any such inspection, shall be relied upon by the Owner of a Parcel or any third persons or entities for any purpose whatsoever; nor shall any such inspection obligate the DEVELOPER, the TCRA or the Architectural Committee to take any particular action based on the inspection.

20120823000317130 9/34 \$111.00
Shelby Cnty Judge of Probate, AL
08/23/2012 03:43:10 PM FILED/CERT

2.9 Waiver of Liability.

Neither the Architectural Committee nor any architect nor agent thereof, nor the TCRA, nor the DEVELOPER, nor any agent or employee of the foregoing, shall be responsible in any way for any failure of Structures to comply with requirements of this Declaration, although a certificate of compliance has been issued, nor for any defects in any plans and specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications, and all persons relying thereon or benefitting therefrom agree not to sue or claim against the entities and persons referred to in this Section 2.9 for any cause arising out of the matters referred to in this Section 2.9 and further agree to and do hereby release said entities and persons for any and every such cause.

ARTICLE III ZONING AND SPECIFIC RESTRICTIONS

The Restrictions shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease. In the event of any conflict, the most restrictive provision of such laws, rules regulations, deeds, leases or the Restrictions shall be taken to govern and control.

ARTICLE IV SITE DEVELOPMENT

SECTION 4.1 Site to be Staked Prior to Tree Cutting.

After the plan for the Structure is approved, the site of the Structure must be staked out and such site approved by the Architectural Committee before tree cutting is done. Existing vegetation on each Parcel shall be saved whenever it is practical to do so. All areas on site and outside the areas of disturbance shall be "corded off" with high visibility surveyor's flagging tape and no vegetation shall be removed from the corded areas and no materials may be stored over the roots of this vegetation without prior approval of the Architectural Committee. Removal of "underbrush" from the corded areas is expressly prohibited except on Architectural Committee approval. No tree may be cut or removed from any Parcel without consent of the Architectural Committee until the building plans, site plans, and site staking are approved by the Architectural Committee.

4.2 Erosion Control.

Erosion control measures shall be taken by the Owner of a Parcel, or his contractors, to protect adjacent properties during construction on such Parcel and thereafter until the soil is stabilized on the Parcel. This may be accomplished by the use of temporary retention ponds, silt fencing, or other protective measures intended to intercept and filter the excess storm water runoff from the Parcel. All such erosion control measures, including slope stabilization, must be specified on the grading plan and must be approved by the Architectural Committee prior to commencement of grading activities.

Any storm water retention ponds created during construction on a Parcel shall not remain as permanent ponds after completion of construction unless so provided in the grading, site and landscaping plans submitted to and approved by the Architectural Committee.

4.3 Utility Lines and Appurtenances.

All gas, water, sewer, telephone and electrical feeder and service lines shall be installed as underground service unless otherwise approved by the Architectural Committee. All transformer boxes, meters or other such fixtures shall be adequately screened with plants or other materials approved by the Architectural Committee; provided that no planting or screening devices shall be placed so as to obstruct the normal servicing of either transformers, telephone pedestals, or other utility hardware. To the extent of the interest of the Owner of a



20120823000317130 10/34 \$111.00
Shelby Cnty Judge of Probate, AL
08/23/2012 03:43:10 PM FILED/CERT

Parcel, the Owner of a Parcel will not erect or grant to any person, firm or corporation the right, license or privilege to erect or use or permit the use of overhead wires, poles, or overhead facilities of any kind for electrical or telephone service on said real estate (except such poles and overhead facilities as may be required at those places where distribution facilities enter and leave the particular area) without the prior written consent of the Architectural Committee. Nothing herein shall be construed to prohibit overhead street lighting or ornamental yard lighting, where serviced by underground wires or cables. Where underground electric service is to be installed, in order to permit installation of underground electric service to each Parcel for the mutual benefit of all owners therein, no Owner of any such Parcel will commence construction of any house on any such Parcel until such Owner (1) notifies the electric utility that such construction is proposed, (2) grants in writing to the electric utility such rights and easements as the electric utility requires in connection with its construction, operation, maintenance and removal of underground service lateral on each Parcel, and (3) otherwise complies with the Rules and Regulations for Underground Residential Distribution on file with and approved by the Alabama Public Service Commission.

If required by the electric utility, such electric utility, its successors and assigns, may retain title to the underground service lateral and outdoor metering trough or house power box (exclusive of circuit breakers) serving each said house, and said service entrance facilities provided by such utility will not in any way be considered a fixture or fixtures and thereby a part of said real estate, but will remain personal property belonging to such utility, its successors and assigns, in accordance with applicable Rules and Regulations filed with and approved by the Alabama Public Service Commission.

4.4 Connection Points For Utility Service Lines.

To the extent of the interests of the Owner of each Parcel, such Owners agree to connect utility service lines (including, but not limited to, gas, water, sewer and electricity) at points designated by Developer.

4.5 Sanitary Sewer Service Lines.

The material for sanitary sewer service lines must be approved by the Architectural Committee and cast iron or ductile lines may be required in some or all sections of the Property.

4.6 Landscaping.

The landscape plan must be approved by the Architectural Committee prior to any site disturbance. The landscape plan shall indicate the proposed type, location, size and quantity of all plant materials to be planted on the Parcel. The Owner must faithfully execute the landscape plan as submitted to and approved by the Architectural Committee. If the Owner should fail to faithfully execute the landscape plan, the TCRA shall have the right to enter into a contract with a third party for the execution of the landscape plan as approved, and the cost thereof shall be a binding, personal obligation of the Owner as well as a lien (enforceable in the same manner as a mortgage) upon the Parcel in question. The lien provided in this Section 4.6 shall not be valid as against a *bona fide* purchaser (or *bona fide* mortgagee) of the Parcel in question unless a suit to enforce said lien shall have been filed in a court of record in the county in which the Parcel is located prior to the recordation among the land records of such county of the deed (or mortgage) conveying the Parcel in question to such purchaser (or subjecting the same to such mortgage).

4.7 Colors; Architectural Styles.

All exterior building materials must be of colors approved by the Architectural Committee. All architecture on each Parcel must be compatible with the "park-like" atmosphere of the Trace Crossings development and must be compatible with surrounding buildings.

4.8 Exterior Lighting.

Exterior lighting plans must be set forth on the architectural or landscape plans for a Parcel, and must be approved by the Architectural Committee. Exterior lighting shall be "environmental type" which directs all light beams downward with no spillover light or glare emitted off-site and shall be compatible with lighting used

20120823000317130 11/34 \$111.00
Shelby Cnty Judge of Probate, AL
08/23/2012 03:43:10 PM FILED/CERT

on other residential structures in Trace Crossings.

ARTICLE V COVENANTS FOR MAINTENANCE

SECTION 5.1 Keep Parcel in Repair; Liens.

Each Owner shall keep all Parcels owned by him, and all improvements therein or thereon, in good order and repair, including the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. If, in the opinion of the TCRA any Owner fails to perform the duties imposed by the preceding sentence after fifteen (15) days' written notice from the TCRA to the Owner to remedy the condition in question, the TCRA shall have the right, through its agents and employees, to enter upon the Parcel in question and to repair, maintain, repaint and restore the Parcel or such improvements and the cost thereof shall be a binding, personal obligation of such Owner as well as a lien (enforceable in the same manner as a mortgage) upon the Parcel in question; provided, however, that after control of the TCRA has been given to the Class A members of the TCRA, the approval of 51% of the votes of Class A members of the TCRA will be required to continue to remedy a violation on a specific Parcel as provided above if the aggregate cost charged hereunder against a single Owner exceeds \$500 per calendar year, as may be adjusted upward annually, commencing January 1, 1988, in an amount not to exceed five percent (5%) of the maximum amount which could have been charged the preceding year. Any landscaping approved by the Architectural Committee cannot be changed pursuant to this Section 5.1.

5.2 Priority of Lien.

The lien provided in Section 5.1 hereof shall not be valid as against a *bona fide* purchaser (or *bona fide* mortgagee) of the Parcel in question unless said lien shall have been filed in the appropriate Probate Office in the county in which the Parcel is located prior to the recordation in the land records of such county of a deed (or mortgage) conveying the Parcel in question to such purchaser (or subjecting the same to such mortgage).

ARTICLE VI GENERAL COVENANTS AND RESTRICTIONS

SECTION 6.1 General Prohibitions.

Without the prior written approval of the Architectural Committee:

- 6.1.1 No previously approved Structure on any Parcel shall be used for any purpose other than that for which it was originally designed;
- 6.1.2 No Parcel shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise;
- 6.1.3 To the extent of the interest of the Owner of a Parcel, no facilities, including poles and wires, for the transmission of electricity, telephone messages and the like shall be placed or maintained above the surface of the ground of any Parcel and no external or outside antennas of any kind shall be maintained except on the rear portion of the Parcel as approved by the Architectural Committee; and
- 6.1.4 No boat, boat trailer, house trailer, trailer, motor home or any similar items shall be stored in the open on any Parcel for a period of time in excess of twenty-four (24) hours unless such item is not visible from any public street.

6.2 Preservation of Trees.

No tree having a diameter of six (6) inches or more (measured from a point two feet above ground level) shall be removed from any Parcel without the express written authorization of the Architectural

Committee. This Section 6.2 shall be read in conjunction with Section 4.1, and the provisions of both Sections, where applicable, shall be observed prior to any tree cutting. The Architectural Committee, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife upon the Property. If it shall deem it appropriate, the Architectural Committee may mark certain trees, regardless of size, as not removable without written authorization. In carrying out the provisions of this Section 6.2, the DEVELOPER, the TCRA and the Architectural Committee and the respective agents of each may come upon any Parcel during reasonable hours for the purpose of inspecting or marking trees or in relation to the enforcement and administration of any rules and regulations adopted and promulgated pursuant to the provisions hereof. Neither TCRA, nor the Architectural Committee, nor DEVELOPER, nor their respective agents shall be deemed to have committed a trespass or wrongful act by reason of any such entry or inspection.

6.3 Animals.

No birds, livestock, animals or insects shall be kept or maintained on any Parcel without the express written consent of the Architectural Committee, except that ordinary domestic pets may be kept on a Parcel for purposes other than breeding or commercial.

6.4 Signs.

No sign or other advertising device of any nature shall be placed upon any Parcel except as provided herein. The Architectural Committee may, in its discretion, adopt and promulgate rules and regulations relating to signs which may be employed. Signs and other advertising devices may be erected and maintained upon any portion of the Property if approved by the Architectural Committee, as to the number of signs, and their color, location, nature, size and other characteristics of such signs or devices.

6.5 Temporary Structures.

No temporary building, trailer, garage or building in the course of construction or other temporary structure shall be used, temporarily or permanently, as a residence or temporary housing or the like on any Parcel. If approved by the Architectural Committee, such a structure may be used as a construction office, storage facility, or security station during construction or other special purpose.

6.6 Accumulation of Refuse.

No lumber, metals or bulk materials shall be kept, stored, or allowed to accumulate on any Parcel, except building materials during the course of construction of any approved Structure. No harmful or noxious materials shall be stored, either inside any Structure, or outside any Structure on any Parcel, if said materials pose any significant threat to public health and safety or to individuals employed or living within or in proximity to such Structures. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open on any day a pick-up is to be made. At all other times, trash and garbage containers shall be screened in such a manner so that they cannot be seen from adjacent and surrounding property, and as approved by the Architectural Committee. All trash and garbage containers shall be kept in a clean and sanitary condition. The Architectural Committee, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage and screening of the same on the Property.

6.7 Pipes.

To the extent of the interest of the Owners of a Parcel, no water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any Parcel above the surface of the ground, except hoses and movable pipes used for irrigation purposes. Meters and valves for utilities shall be located underground, if feasible. If such meters and valves must be placed above ground, they shall be located at points approved in writing by the Architectural Committee, and proper screening shall be required.

20120823000317130 13/34 \$111.00
Shelby Cnty Judge of Probate, AL
08/23/2012 03:43:10 PM FILED/CERT

6.8 Mining.

To the extent of the interest of the Owner of a Parcel, and except for construction approved under Article II, no Parcel shall be used for the purpose of boring, mining, quarrying, exploring for or removing gas, coal, oil or other hydrocarbons, sulfur or other minerals, gravel or earth.

6.9 Maintenance of Hedges and Plants.

The TCRA shall have the right, but not the obligation, to enter upon any Parcel and trim or prune, at the expense of the Owner (subject to any applicable limitations set forth in Section 5.1), any hedge or other planting which in the opinion of the TCRA, by reason of its location upon the Parcel or the height to which it is permitted to grow, is unreasonably detrimental to the adjoining property or obscures the view of street traffic or is unattractive in appearance; provided, however, that the Owner shall be given fifteen (15) days' prior written notice of such action. This section 6.9 shall not be construed as imposing any obligation or responsibility upon the TCRA to take any action whatsoever with regard to hedges or other plantings.

6.10 Business Activity.

No profession or home industry shall be conducted in or on any part of a Parcel or in any improvement thereon on the Property without the specific written approval of the Architectural Committee. The Architectural Committee, in its discretion, upon consideration of the circumstances in each case, and particularly the effect on surrounding property, may permit a Parcel or any improvement thereon to be used in whole or in part for the conduct of a profession or home industry. No such profession or home industry shall be permitted, however, unless it is considered, by the Architectural Committee, to be compatible with a high quality residential neighborhood. The following activities, without limitation, may be permitted by the Architectural Committee in its discretion: music, art and dancing classes; day nurseries and schools; medical and dental offices; fraternal or social club meeting place; seamstress services.

6.11 Model House, Real Estate Office.

All else herein notwithstanding, with the written approval of the Architectural Committee, any Parcel may be used by the DEVELOPER or its agent for a model home or for a real estate office until 2010, or such earlier time as the DEVELOPER so designates.

6.12 Clothes Lines.

No clothing or any other household fabrics shall be hung in the open on any Parcel unless the same are hung from an umbrella or retractable clothes hanging device which is removed from view when not in use or unless the same are enclosed by a fence or other enclosure at least six inches higher than such hanging articles, provided such fence or other enclosure is approved by the Architectural Committee.

6.13 Machinery.

No machinery shall be placed or operated upon any Parcel except such machinery as is usual in maintenance of a private residence.

6.14 Use Authorized by Architectural Committee.

Notwithstanding other provisions herein, the Architectural Committee may authorize any Owner with respect to his Parcel to:

- (a) temporarily use a single family dwelling house for more than one family;
- (b) maintain a sign other than as expressly permitted herein;
- (c) locate Structures other than the principal dwelling house within set-back areas; or
- (d) use Structures other than the principal dwelling house for residence purposes on a temporary basis



6.15 Mail boxes.

The design of all mailboxes must be approved by the Architectural Committee and free-standing mail boxes equipped with lighting may be required in some or all sections of the Property.

6.16 Outside Burning.

Outside or open burning of trash, refuse or other material upon any Parcel is prohibited, except for burning of trees and brush during the clearing of a Parcel and the initial construction of improvements on such Parcel (to the extent allowed by law).

6.17 Nuisance.

No obnoxious, offensive or illegal activities shall be carried on upon any Parcel nor shall anything be done on any Parcel which may be or may become an annoyance or nuisance to the neighborhood.

ARTICLE VII WATERFRONT AREAS AND WATERWAYS

SECTION 7.1 Construction Along Waterway.

Any Parcel which shall abut upon any lake, stream, river, canal or other waterway (hereinafter collectively referred to as "Waterways") shall be subject to the following additional restrictions:

- 7.1.1 No wharf, bulkhead, or other structure or obstruction shall be built or maintained upon any waterfront Parcel or into or upon any Waterway on the Property or adjacent thereto except with the specific written approval of the Architectural Committee.
- 7.1.2 Except with prior written approval of the TCRA, no boat canal shall be constructed upon any Parcel nor shall any facility or device be constructed or installed upon any Parcel which shall in any way alter the course of or natural boundaries of any Waterway or which shall involve or result in the removal of water from any Waterway.
- 7.1.3 Except with prior written approval of the TCRA, no boats, boat railways, launching facilities or any similar type of structures or equipment shall be installed, constructed or maintained upon any Parcel, nor shall any boat or boat trailer be stored on any Parcel in such manner as to be visible from surrounding properties or from the abutting Waterway.

7.2 No Boats on Waterway.

No boat of any kind shall be operated upon any Waterway on the Property without the prior written approval of the TCRA. Further, if such approval is granted, such operation shall conform to all rules and regulations promulgated by the TCRA concerning the use of boats.

7.3 Trash and Refuse.

No garbage, trash or other refuse shall be dumped into any Waterway on the Property.

7.4 Use of Waterway; No Liability of TCRA.

No consent or authority to use any Waterway on the Property is granted or implied by these Restrictions and such use may be prohibited or unauthorized. Notwithstanding anything in this Declaration to the contrary, the use, construction or development of any Waterway shall be at the sole risk and liability of the user or developer, and no approval of any structure or use relating to any Waterway by the TCRA shall impose any liability on the TCRA to any person or entity for damages, injury or death relating to any such use, structure or Waterway. It is understood that the authority of the Architectural Committee does not include the authority to review any use or structure for matters relating to structural soundness and/or safety.



20120823000317130 15/34 \$111.00
Shelby Cnty Judge of Probate, AL
08/23/2012 03:43:10 PM FILED/CERT

ARTICLE VIII EASEMENTS

SECTION 8.1 Drainage Easements.

Except with prior written permission from DEVELOPER, or (when so designated by DEVELOPER) from the Architectural Committee, drainage flow 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 Restrictions. 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, safety and appearance; provided, however, that DEVELOPER's right to cut drainways on an Owner's Property shall terminate when the principal structure and approved landscaping on such property have been completed. 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 reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health and appearance. The provisions hereof shall not be construed to impose any obligation upon DEVELOPER to cut such drainways.

8.2 Grading.

DEVELOPER may at any time make such cuts and fills upon any Parcel or other part of the Trace Crossings 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 Trace Crossings Property and to drain surface waters therefrom; and may assign such rights to Jefferson County, Shelby County or to the City of Hoover, Alabama; provided however, that after plans for the principal Structure upon a Parcel shall have been approved by the Architectural Committee as provided herein, the rights of DEVELOPER under this Section 8.2 shall terminate with respect to all parts of such Parcel 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.

ARTICLE IX ASSESSMENT OF ANNUAL CHARGE

SECTION 9.1 Assessment.

For the purpose of providing funds for use as specified in Article X hereof, the TCRA shall in each year, commencing with the year 1987, assess against the Assessable Property a charge (which shall be uniform with respect to all Assessable Property) equal to a specified number of dollars per Parcel. Each such Parcel shall be charged with and subject to a lien for the amount of such separate assessment which shall be deemed the "Annual Charge" with respect to such Parcel. Provided however, that so long as there are Class B Members of the TCRA, and unless otherwise approved by 51% of the Class A Members of the TCRA, the maximum annual charge per Parcel shall not exceed \$200.00 as may be adjusted upward annually in an amount not to exceed ten percent (10%) of the maximum amount (of such \$200.00, as escalated) which could have been charged the preceding year. It is specifically understood and represented that the utility charges to each Parcel, including sewer, water, electricity, telephone, gas (if any) and other utilities are the separate and personal responsibility of the Parcel Owner and are not part of any assessments provided for herein.

9.2 Date of Commencement of Annual Charge.

As soon as may be practical in each year, TCRA shall send a written bill to each Member stating (i) the amount of the Annual Charge assessed against each such Parcel (as limited in Section 9.1 during the time when there are Class B Members of the TCRA), stated in terms of the total sum due and owing as the Annual Charge, and (ii) that unless the Member shall pay the Annual Charge within thirty (30) days following the date of receipt of the bill the same shall be deemed delinquent and will bear interest at the rate of twelve percent (12%) per annum until paid.

9.3 Effect of Nonpayment of Assessments; Remedies of TCRA.

If the Member shall fail to pay the Annual Charge within sixty (60) days following receipt of the bill referred to in Section 9.2 hereof, and within thirty (30) days after additional written notice that the Member is delinquent in his payment, in addition to the right to sue the Member for a personal judgment, the TCRA shall have the right to enforce the lien hereinafter imposed to the same extent, including a foreclosure sale and deficiency decree, and subject to the same procedures, as in the case of mortgages under applicable law, and the amount due by such Member shall include the Annual Charge, as well as the cost of such proceedings, including a reasonable attorney's fee, and the aforesaid interest. In addition, the TCRA shall have the right to sell the property at public or private sale after giving notice to the Member (by registered mail or by publication in a newspaper of general circulation in the County where the Parcel is situated at least once a week for three successive weeks) prior to such sale.

9.4 Certificate of Payment.

Upon written demand by a Member, the TCRA shall within a reasonable period of time issue and furnish to such Member a written certificate stating that all Annual Charges (including interest and costs, if any) have been paid with respect to any specified Parcel as of the date of such certificate, or if all Annual Charges have not been paid, setting forth the amount of such Annual Charges (including interest and costs, if any) due and payable as of such date. The TCRA 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 TCRA and any *bona fide* purchaser of, or lender on, the Parcel in question.

ARTICLE X**IMPOSITION OF CHARGE AND LIEN UPON PROPERTY****SECTION 10.1 Creation of Lien for Assessments.**

All Member's Property shall be subject to a continuing lien for assessments levied by the TCRA in accordance with the provisions of this Declaration. The Annual Charge 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 Member's Property against which each such assessment or charge is made.

10.2 Submission of Portions of Trace Crossings Property.

DEVELOPER may desire to subject from time to time portions of the Trace Crossings Property intended for residential and related development to this Declaration in accordance with Article XV, and the same will thereby be subjected to this Declaration as Member's Property for the purpose, among others, of submitting such property to the lien described in Section 10.1. Except as provided herein, Member's Property shall hereafter be held, transferred, sold, conveyed, used, leased, occupied, mortgaged or otherwise encumbered subject to all the terms and provisions of this Declaration applicable to Member's Property, including, but not limited to, the lien provisions set forth in Section 10.1.

10.3 Personal Obligation of Members.

Each Member, by acceptance of a deed or other conveyance to Member's Property, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the TCRA, or to cause to be paid to the TCRA, the Annual Charges. Each such assessment, together with interest and costs of collection, including reasonable attorney's fees, in addition to being a lien on the property as set forth in Section 10.1 above, also shall be the personal obligation of the person or entity who was the owner of such Member's Property at the time when the assessment fell due.

20120823000317130 17/34 \$111.00
Shelby Cnty Judge of Probate, AL
08/23/2012 03:43:10 PM FILED/CERT

10.4 Subordination of Lien to Mortgages.

The lien of any assessment or charge authorized herein with respect to Member's Property is hereby made subordinate to the lien of any *bona fide* mortgage on such member's Property if, but only if, all assessments and charges levied against such Member's Property falling due on or prior to the date such mortgage is recorded has been paid. The sale or transfer of any Member's Property pursuant to a mortgage foreclosure proceeding or a proceeding in lieu of foreclosure or the sale or transfer of such Member's Property 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 TCRA shall have a lien on the proceeds of such sale senior to the equity of redemption of the mortgagor. The foregoing subordination shall not relieve a Member whose Member's Property 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 Board may at any time, either before or after the mortgaging of any Member's Property, waive, relinquish or quitclaim in whole or in part the right of the TCRA to assessments and other charges collectible by the TCRA 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.

ARTICLE XI USE OF FUNDS

SECTION 11.1 Use of Funds.

The TCRA shall apply all funds received by it pursuant to these Restrictions, and from any other source, reasonably for the benefit of property owned by TCRA Members and specifically to the following uses, unless other uses are approved by 51% of the votes of Class A Members of the TCRA, and with the understanding that, at the TCRA's discretion, funds shall be applied to operations and maintenance before being applied to capital improvements: repayment of principal and interest of any loans of the TCRA, the costs and expenses of the TCRA for the benefit of the Property, Owners and Residents by devoting the same to the acquisition, construction, reconstruction, conduct, alteration, enlargement, laying, renewal, replacement, repair, maintenance, operation 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, curbing, gutters, sidewalks, landscaping; directional and informational signs; streets or roads; street, road and highway lighting, signal and sign facilities; facilities or arrangement for facilities for the collection, treatment and disposal of garbage, trash and refuse; facilities for the fighting and preventing of fires; traffic engineering programs, traffic signals and parking facilities; lakes and dams; beautification projects within the Trace Crossings Property; holiday decorations; TCRA business or social functions; professional fees; casualty, errors and omissions and liability insurance, and such other insurance as may be required by law or otherwise deemed appropriate by the Board; facilities and provisions for the security of Members, members' Property, Residents and TCRA Land; and general maintenance and clean-up.

11.2 Obligations of TCRA with Respect to Funds.

The TCRA shall not be obligated to spend in any calendar year all the sums collected in such year by way of Annual Charges or otherwise, and may carry forward as surplus any balances remaining; nor shall the TCRA be obligated to apply any such surpluses to the reduction of the amount of the Annual Charge 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 TCRA and the effectuation of its purposes. The TCRA does not assure that the services described in Section 11.1 will be provided and nothing herein shall obligate the TCRA or its Directors to undertake to provide such services. The TCRA shall provide to all Members of the TCRA 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 TCRA's expense.



11.3 Authority of TCRA to Contract.

The TCRA shall be entitled to contract, subject to the last sentence of Section 11.4, with any corporation, firm or other entity for the performance of the various undertakings of the TCRA specified in Section 11.1, and such other undertakings as may be approved by 51% of the votes of Class A Members of the TCRA, and the performance by any such entity shall be deemed the performance of the TCRA hereunder.

11.4 Authority of TCRA to Borrow Money.

The TCRA shall be entitled to borrow money for the uses specified in Section 11.1, or other uses if approved by 51% of the votes of the Class A members of the TCRA, up to an outstanding principal balance of \$15,000. Any borrowing over such amount shall require the approval of 51% of the votes of Class A Members of the TCRA. Further, the TCRA shall not incur outstanding contractual and debt obligations exceeding an aggregate of \$25,000 at any given point in time (not including any prospective or actual liability arising out of a lawsuit not based on unpaid accounts).

11.5 Authority of TCRA to make Capital Expenditures.

The TCRA shall be entitled to make capital expenditures for the uses specified in Section 11.1 or other uses as may be approved as provided therein, as limited by the last sentence in Section 11.4.

11.6 CPI Adjustments.

The dollar limitations in Sections 11.4 and 11.5 shall be increased effective January of each year (the "Adjustment Year"), beginning January, 1989, 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") from the CPI for January, 1988 to the CPI for January of the respective Adjustment Year.

ARTICLE XII**RIGHTS OF ENJOYMENT IN COMMUNITY FACILITIES****SECTION 12.1 Community Facilities.**

DEVELOPER may convey or cause to be conveyed to the TCRA, subsequent to the recordation of this Declaration, certain tracts of land within the Trace Crossings Property for park and other recreational and related purposes. The conveyances may restrict the uses of the property being conveyed. Such tracts, together with such other parts of the TCRA land as the Board may by resolution from time to time hereafter designate for use by Members and Residents are sometimes hereinafter collectively referred to as "Community Facilities".

12.2 Easement of Enjoyment of Community.

Every Owner, by reason of such ownership, shall have a right and easement of enjoyment in and to all Community Facilities, and such easement shall be appurtenant to and shall pass with every Parcel upon transfer. All Residents who are not Members shall have a non-transferable privilege to use and enjoy all Community Facilities for so 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 TCRA to adopt and promulgate reasonable rules and regulations pertaining to the use of Community Facilities which shall enhance the preservation of such facilities, the safety and convenience of the users thereof, or which, in the discretion of the Board, shall serve to promote the best interests of the Owners and Residents, including the making available of certain Community Facilities to school children, with or without charge. The TCRA shall have the right to charge Owners and Residents reasonable admission and other fees in connection with the use of any Community Facility. In establishing such admission and other fees, the Board may, in its absolute discretion, establish reasonable classifications of Owners and of Residents; such admission and other fees must be uniform within each such class but need not be uniform from class to class. The TCRA shall have the right to borrow money, subject to the limitations in Section 11.4, for the purpose of improving any Community Facility and, in aid thereof, to mortgage the same and the rights

20120823000317130 19/34 \$111.00
Shelby Cnty Judge of Probate, AL
08/23/2012 03:43:10 PM FILED/CERT

of any such mortgagee shall be superior to the easements herein granted and assured.

12.3 Suspension of Rights.

The TCRA shall have the right to suspend the right of any Member (and the privilege of each Resident claiming through such Member) for any period during which the Annual Charge assessed under Article IX 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 XII.

12.4 Right of TCRA to Convey.

Notwithstanding the rights, easements and privileges granted under this Article XII, the TCRA shall nevertheless have the right and power to convey any property referred to in Section 12.1 hereof free and clear of all such rights, easements and privileges if such conveyance is to a public body for public use.

12.5 Restrictions and Easements Over Open Spaces.

DEVELOPER will either create prior to or as a part of any conveyances to the TCRA easements and rights of way over and/or affecting the property conveyed to the TCRA including but not limited to easements relating to utilities, sewers, construction and roads. Any such conveyance to the TCRA by DEVELOPER shall be subject to all restrictions, reservations, easements, rights of way and agreements of record.

ARTICLE XIII

MEMBERSHIP AND VOTING RIGHTS

SECTION 13.1 General.

The structure of the TCRA is contained in its Charter and by-laws. The matters discussed in Sections 13.2 to 13.5 are summaries of some of the provisions of the Charter of the TCRA. The Charter and by-laws of the TCRA 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 TCRA.

13.2 All Parcel Owner's Are Members of TCRA.

Every owner of a Parcel constituting member's Property shall, by virtue of such ownership, be a Member of the TCRA. Membership shall be appurtenant to, and may not be separated from the ownership of any property which is Member's Property.

13.3 Classes of Membership.

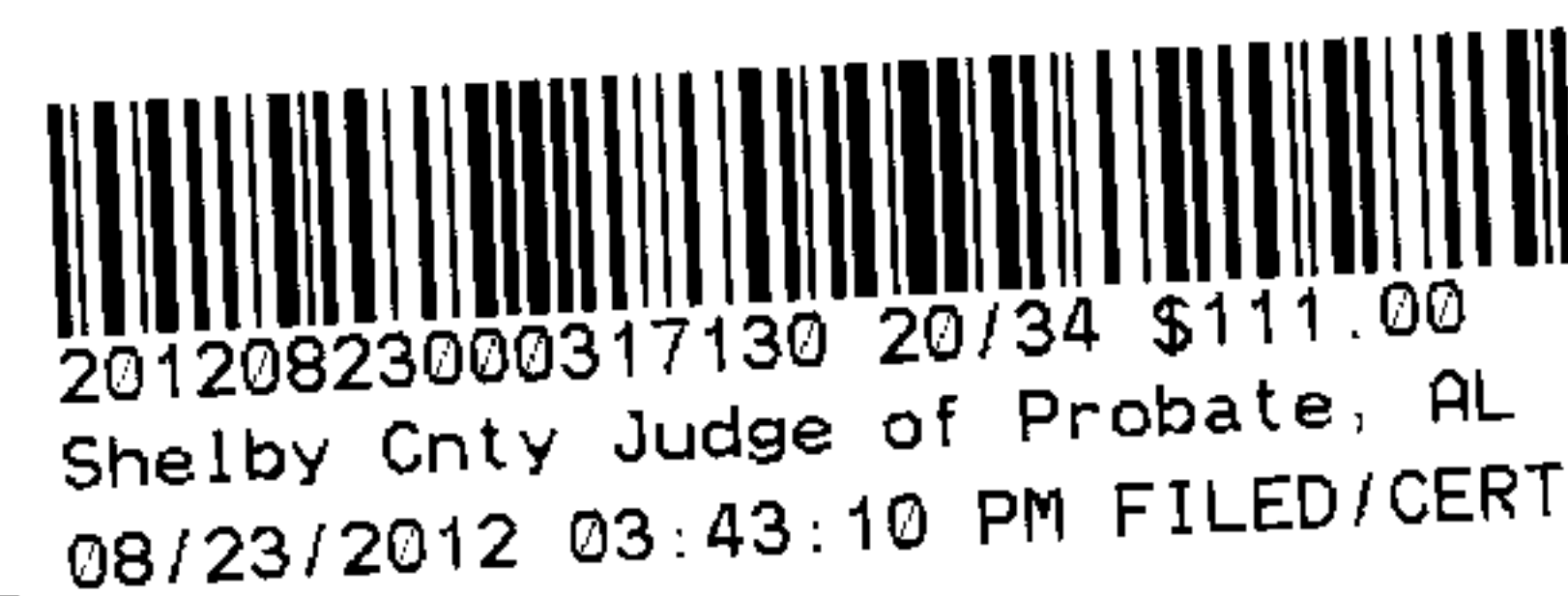
The classes of membership are contained in the Charter and by-laws of the TCRA.

- (a) Class A Members shall be all persons owning one or more Residential Parcels constituting Member's Property excepting those persons who are Class B Members. A Class B Member cannot be a Class A Member so long as it retains its Class B membership.
- (b) Class B Members shall be the Harbert-USR Realty Joint Venture, an Alabama General Partnership, and any successor in ownership to all or part of the Developer's interest in Trace Crossings.

The Class B membership shall terminate at such time as (a) all the then Class B Members so designate in a writing delivered to the Association or (b) on December 31, 2010, whichever shall first occur; provided, that notwithstanding the foregoing, the Class B membership shall not terminate so long as the Developer shall own any undeveloped Parcel.

13.4 Voting Rights: Class B Members.

Each Class B member shall have one vote for each Residential Parcel owned by such Member. Except



on such matters as to which this Declaration, the Charter, or the By-Laws of the TCRA specifically require the votes of the Class A Members, and until December 31, 1999, or such earlier time as the Class B membership shall terminate, as provided herein, the Class B Members shall be vested with the sole voting rights in TCRA, and the Class A Membership shall have no voting rights.

13.5 Voting Rights: Class A Members.

Subject to the provisions of Section 13.4, each Class A Member shall have one vote for each Parcel owned by such Member. After December 31, 1999, the Class A Members shall have the right to elect a minority of the Board of Directors of the TCRA. After December 31, 2010, the Class A Members shall have the right to elect a majority of the Board of Directors of the TCRA.

13.6 Conflict.

In the event of a conflict between the terms of this Declaration and the Charter of the TCRA, the terms of the Charter shall control.

ARTICLE XIV

THE ADDITION OF OPEN SPACES

SECTION 14.1 Additions to Open Space.

DEVELOPER, or such of its successors and assigns as shall have been specifically granted the right to submit additional property to this Declaration as set forth in this Article, may from time to time during the development of Trace Crossings, but on or before December 31, 2010, convey or cause to be conveyed additional property to the TCRA and such property shall become Open Spaces.

14.2 Permissible Conditions or Restrictions on Additional Open Space.

Property conveyed to the TCRA as additional Open Spaces may be improved or unimproved land and may be subject to permanent or periodic flooding or may be land under water. The grantor may convey such additional Open Spaces subject to easements for the construction, installation, maintenance, repair, use and access of roadways, service roads, or utility sewer, or other public service facilities, and subject to the reserved right in favor of a person owning Trace Crossings Property for reasonable use and access to facilitate the development of such property and subject to other rights of way, easements, restrictions, and agreements of record.

ARTICLE XV

THE SUBMISSION OF ADDITIONAL MEMBER'S PROPERTY

SECTION 15.1 Submission of Additional Member's Property.

DEVELOPER may at any time during the pendency of this Declaration add all or a portion of Trace Crossings Property, along with any additional property now or hereafter acquired by Developer, to the Property which is covered by this Declaration. Additional member's Property may be submitted to the provisions of this Declaration by an instrument executed by DEVELOPER, its successors or assigns in the manner required for the execution of deeds. Such instrument shall:

- 15.1.1 refer to this Declaration stating the book or books of the records of Jefferson and/or Shelby County, Alabama, and the page numbers where this Declaration is recorded;
- 15.1.2 contain a statement that such Additional member's Property is conveyed subject to the provisions of this Declaration, or some specified part thereof (as limited by Section 16.4);
- 15.1.3 contain an exact description of such Additional Member's Property; and
- 15.1.4 such other or different covenants, conditions and restrictions as DEVELOPER shall,

20120823000317130 21/34 \$111.00
Shelby Cnty Judge of Probate, AL
08/23/2012 03:43:10 PM FILED/CERT

in its discretion, specify to regulate and control the use, occupancy and improvement of such Additional Member's Property.

Upon the recording of such instrument in the appropriate Probate Office of Jefferson and/or Shelby County, Alabama, such additional property shall be Member's Property and the owner or owners of such Member's Property shall thereupon be members of the TCRA.

15.2 All Member's Property Bears the Burdens and Enjoys the Benefits of this Declaration.

Every person who is an owner of a fee interest in any portion of the Member's Property does by reason of taking such title agree to all of the terms and provisions of this Declaration (except as they may be modified in the deed to such Property, subject to the limitations in Section 16.4 hereof). All present and later added Member's Property is subject to the burdens and shall enjoy the benefits made applicable hereunder to Member's Property.

**ARTICLE XVI
GENERAL**

SECTION 16.1 Grantee's Acceptance.

The grantee of any Parcel subject to the coverage of these Restrictions, by acceptance of the deed or other instrument conveying an interest in or title to, or the execution of a contract for the purchase thereof, whether from DEVELOPER or a subsequent owner of such Parcel, shall accept such deed or other contract upon and subject to each and all of these Restrictions herein contained.

16.2 Indemnity For Damages.

Each and every Parcel Owner and future Parcel Owner, in accepting a deed or contract for any Parcel subject to these Restrictions, agrees to indemnify DEVELOPER for any damage caused by such Owner, or the contractor, agent, or employees of such Owner, to roads, streets, gutters, walkways or other aspects of public ways, including all surfacing thereon, or to water, drainage or storm sewer lines or sanitary sewer lines owned by DEVELOPER, or for which DEVELOPER has responsibility, at the time of such damage.

16.3 Severability.

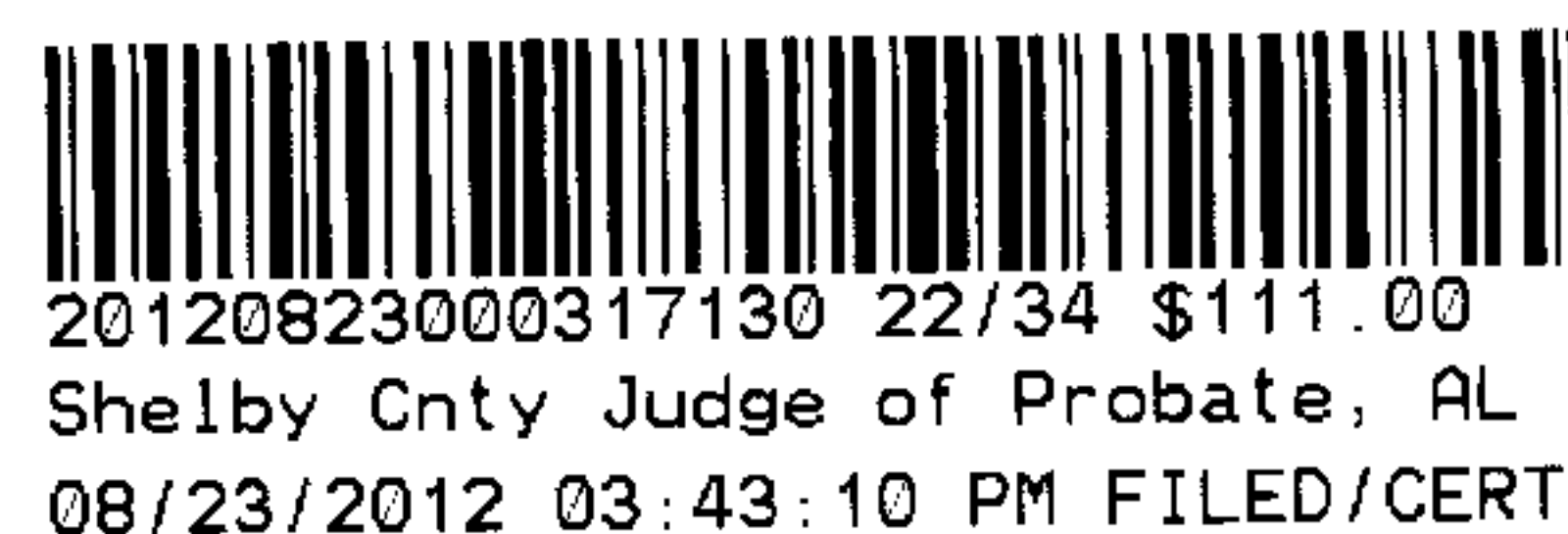
Every one of the provisions and restrictions is hereby declared to be independent of, and severable from the rest of the provisions and restrictions and of and from every other one of the provisions and restrictions and of and from every combination of the provisions and restrictions in this Declaration and shall in no way affect any of the other provisions or restrictions which shall remain in full force and effect.

16.4 Right of Developer to Modify Restrictions With Respect to Unsold Parcels.

With respect to any unsold Parcel, DEVELOPER may include in any contract or deed hereinafter made or entered into such modifications and/or additions to these Restrictions as DEVELOPER in his discretion desires; provided, however, that these Restrictions may not be modified in any contract or deed to except such Parcel from the assessment provisions of Article IX or to lessen or extend the voting rights as provided in these Restrictions or in the Charter and by-laws of the TCRA.

16.5 Captions.

The captions preceding the various sections, paragraphs and subparagraphs of these Restrictions are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.



16.6 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 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 Property.

16.7 No Reverter.

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

16.8 Duration and Amendment.

The Restrictions contained in this Declaration shall run with and bind the Property, shall inure to the benefit of and shall be enforceable by DEVELOPER, the TCRA, the Architectural Committee, and the Owner of any Residential Parcel included in the Property, their respective legal representatives, heirs, successors and assigns until the 31st day of December in the year 2020, after which time said Restrictions shall be automatically extended for successive periods of ten years. This Declaration may not be amended in any respect (except with regard to the annexation of Additional member's Property) except by the execution of an instrument signed by not less than 75% of the Parcel Owners, which instrument shall be filed for recording in the Probate Offices of Jefferson and/or Shelby County, Alabama, or in such other place of recording as may be appropriate at the time of the execution of such instrument. After December 31, 2020, this Declaration may be amended and/or terminated in its entirety by an instrument signed by not less than 55% of the Parcel Owners which instrument shall be filed for recording in the Probate Offices of Jefferson and/or Shelby County, Alabama, or in such other place of recording as may be appropriate at the time of the execution of such instrument.

16.9 Enforcement.

In the event of a violation or breach of any of these Restrictions or any amendments thereto by any Owner, or employee, agent, or lessee of such Owner, then the Owner(s) of Residential Parcel(s), the TCRA, DEVELOPER (so long as it is a member of the TCRA), their successors and assigns, or any party to whose benefit these Restrictions inure shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof, to prevent the violation or breach of said Restrictions, to sue for and recover damages or other dues, or 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 an available 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 a Parcel Owner may be awarded a reasonable attorney's fee against such Parcel Owner.

16.10 Certificate of Violation.

In addition to any other rights or remedies available to the TCRA hereunder or at law or equity, the TCRA shall have the right to file in the Records of Jefferson and/or Shelby County, Alabama a Certificate or Notice of Violation of these Restrictions (which violation shall include, without limitation, nonpayment of the Annual Charges and/or failure to comply with architectural guidelines) upon failure of a Parcel Owner to correct a violation of these Restrictions within thirty (30) days after written notice of the violation has been given by the TCRA to the Parcel Owner.



20120823000317130 23/34 \$111.00
Shelby Cnty Judge of Probate, AL
08/23/2012 03:43:10 PM FILED/CERT

16.11 Interpretation by TCRA.

The TCRA shall have the right to construe and interpret the provisions of this Declaration, 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.

16.12 Assignment by TCRA.

The TCRA shall be empowered to assign its rights hereunder to any successor nonprofit membership corporation (herein referred to as the "Successor Corporation") and, upon such assignment the Successor Corporation shall have all the rights and be subject to all the duties of the TCRA hereunder.

16.13 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 II shall be binding on any and all parties as a conclusive determination that such plans are in conformity with these Restrictions.

ARTICLE XVII

DEFINITIONS

SECTION 17.1 Assessable Property.

That part of Trace Crossings Property which is subjected to these Restrictions except such part or parts thereof as may from time to time constitute "Exempt Property" as defined in Section 17.10.

17.2 Association or "TCRA".

The Trace Crossings Residential Association, Inc., its successors and assigns.

17.3 Association Land or TCRA Land.

That part of Trace Crossings 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.

17.4 Board.

The Board of Directors of the Association.

17.5 Charter.

The Articles of Incorporation of the Trace Crossings Residential Association, inc.

17.6 Declaration.

This Declaration of Protective Covenants of Trace Crossings (Residential) applicable to Member's Property which shall be recorded in the Probate Records of Jefferson County, Alabama, as the same may from time to time be supplemented or amended in the manner described therein.

17.7 Deed.

Any deed, assignment, lease, or other instrument conveying fee title or a leasehold interest in any part of Trace Crossings Property subjected to these Restrictions.

17.8 Developer.

Harbert-USR Realty Joint Venture, an Alabama General Partnership, its successors and assigns.

17.9 Exempt Property.

Shall mean and refer to the following portions or parts of the Property:

- (i) all land owned by the United States, the State of Alabama, Jefferson County, Shelby County, or any instrumentality or agency of any such entity, for so long as (a) any such entity or any such instrumentality or agency shall be the owner thereof, and (b) such land is being used or held for public purposes (land which is owned by any such entities and leased to non-public persons or entities shall not be exempt during the period of lease to such non-public persons or entities);
- (ii) all land owned by Trace Crossings Residential Association, Inc. ("TCRA") (or a "Successor Corporation" as defined in Section 16.12 hereof) for so long as TCRA (or such Successor Corporation) shall be the owner thereof;

17.10 Member.

A person or other entity who is a record owner of Member's Property.

17.11 Member's Property.

That portion of Trace Crossings Property which shall have been submitted to this Declaration for the purpose of creating a lien for assessments in favor of TCRA.

17.12 Open Spaces or Common Areas.

Trace Crossings Property which is conveyed to the Association by the owners or Developers of Trace Crossings or a part thereof and which is designated as an open space or area.

17.13 Owner.

The Owner of Member's Property.

17.14 Parcel.

A Residential Parcel as defined in Section 17.17.

17.15 Property or Subject Property or Member's Property.

That part of Trace Crossings Property subjected to this Declaration. The term "Property" shall also include each such new parcel of land at the time that the same is subjected to the Declaration.

17.16 Resident.

Any persons or persons occupying or leasing Member's Property.

17.17 Residential Parcel.

Any unit, lot, part or parcel of Trace Crossings Property designed, designated or used for a residential purpose or use, including residential condominiums and townhouses located on a parcel or parcels which are subjected to this Declaration.

17.18 Restrictions.

The covenants, agreements, easements, charges and liens created or imposed by this Declaration.

17.19 Structure.

Any thing or device [other than trees, shrubbery (less than two (2) feet high if in the form of a hedge), and landscaping], the placement of which upon any Parcel may affect the appearance of such Parcel, including by way of illustration and not limitation, any building, garage, porch, shed, greenhouse or bathhouse, cop or cage, covered or uncovered patio, mailbox, swimming pool, clothes line, radio or television antenna, fence, curbing, paving, wall or hedge more than two (2) feet in height, signboard or any temporary or permanent living quarters (including any house trailer or motor home) or any other temporary or permanent improvement to such Parcel



20120823000317130 25/34 \$111.00
Shelby Cnty Judge of Probate, AL
08/23/2012 03:43:10 PM FILED/CERT

Protective Covenants

21

"Structure" shall also mean (i) any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any Parcel, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Parcel and (ii) any change in the grade of any Parcel of more than six inches from that existing at the time of purchase by each Owner.

17.20 Trace Crossings or Trace Crossings Property.

The property described as Trace Crossings in the Declaration and other property which may be acquired by Developer and developed as a part of Trace Crossings. That part of Trace Crossings subjected to the Declaration is referred to as "Property", "Subject Property", or "Member's Property".

17.21 Tract.

A contiguous piece of Property under one Ownership.

IN WITNESS WHEREOF, this Declaration of Protective Covenants of Trace Crossings (Residential) has been executed by the HARBERT-USR REALTY JOINT VENTURE, an Alabama General Partnership, effective the 21st day of July, 1988.

HARBERT-USR REALTY JOINT VENTURE,
an Alabama general partnership

By: T C LIMITED PARTNERSHIP,
an Alabama Limited Partnership,
its General Partner

ATTEST:

By: HARBERT LAND CORPORATION,
its Managing General Partner

By: Eugene H. Hoon
Its ~~and~~ Secretary

By: [Signature]

ATTEST:

By: USR REALTY DEVELOPMENT, A DIVISION OF
U.S. DIVERSIFIED GROUP OF USX CORPORATION,
its general partner

By: R. M. Stanton
Its Assistant Secretary

By: [Signature]
Its Vice President and General Manager

20120823000317130 26/34 \$111.00
Shelby Cnty Judge of Probate, AL
08/23/2012 03:43:10 PM FILED/CERT

STATE OF AlabamaCOUNTY OF Shelby

I, Brenda M. Loebe, a Notary Public in and for said County in said State, hereby certify that James R. Reese, whose name as Representative of Harbert Land Corporation, a corporation, as general partner of T C Limited Partnership, an Alabama limited partnership, as general partner of Harbert-USR Realty Joint Venture, an Alabama general partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, in its capacity as general partner of T C Limited Partnership, in its capacity as general partner of Harbert-USR Realty Joint Venture.

Given under my hand this the 21st day of July, 1988.

Brenda M. Loebe
Notary Public

NOTARIAL SEAL

My commission expires: 6-17-89

STATE OF PACOUNTY OF Allegheny

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that W.W. R. K. R., whose name as VP & Gen Mgr of USR Realty Development, A Division of U.S. Diversified Group of USX Corporation, a corporation, as general partner of Harbert-USR Realty Joint Venture, an Alabama general partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, in its capacity as general partner of said partnership.

Given under my hand this the 21st day of July, 1988.

Marylou R. Klus
Notary Public

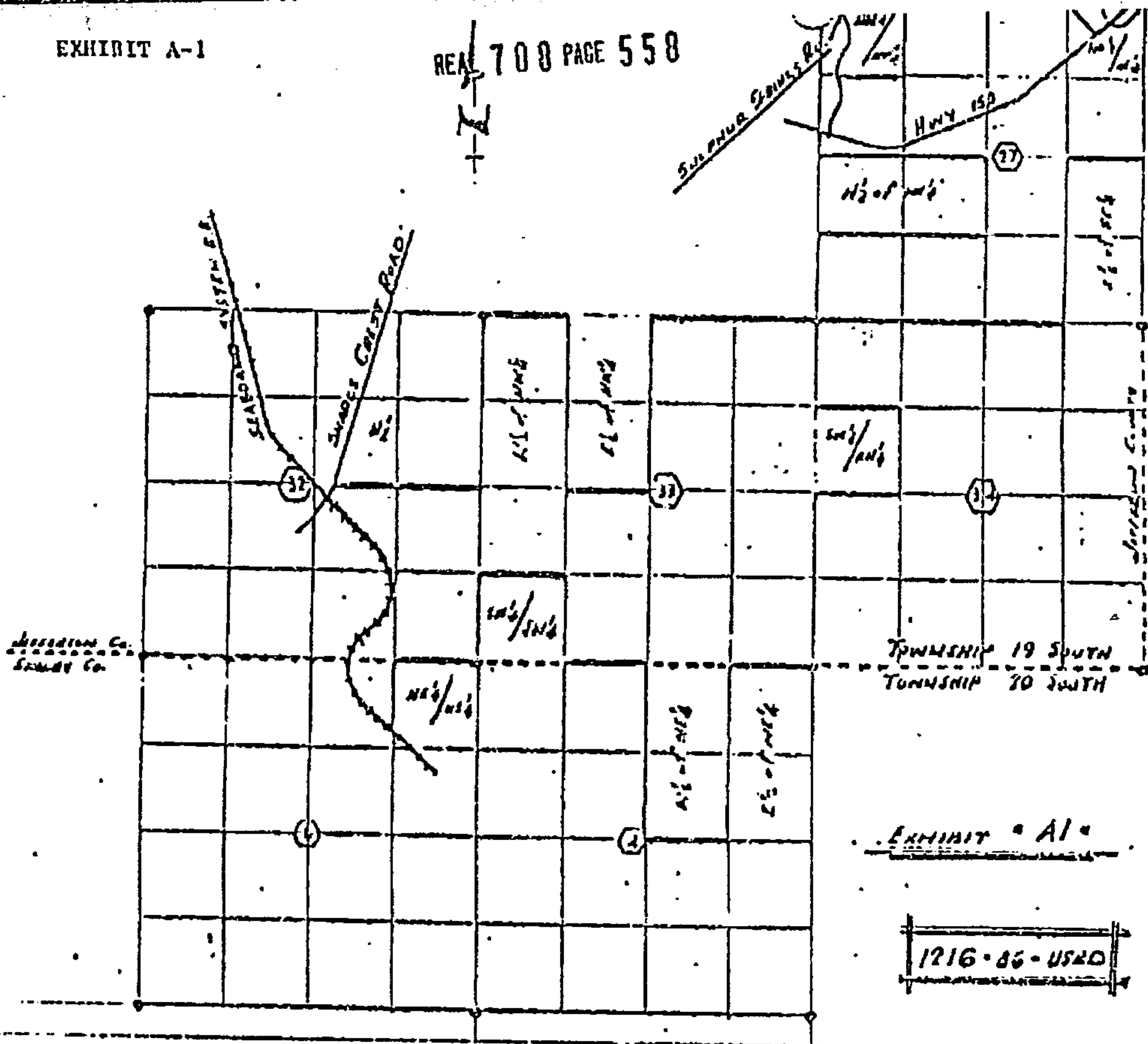
NOTARIAL SEAL

My commission expires: MARYLOU R. KLUS, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES JULY 16, 1991
Member, Pennsylvania Association of Notaries

THIS INSTRUMENT PREPARED BY:

Randolph H. Lanier
Balch & Bingham
P. O. Box 306
Birmingham, Alabama 35201

20120823000317130 27/34 \$111.00
Shelby Cnty Judge of Probate, AL
08/23/2012 03:43:10 PM FILED/CERT

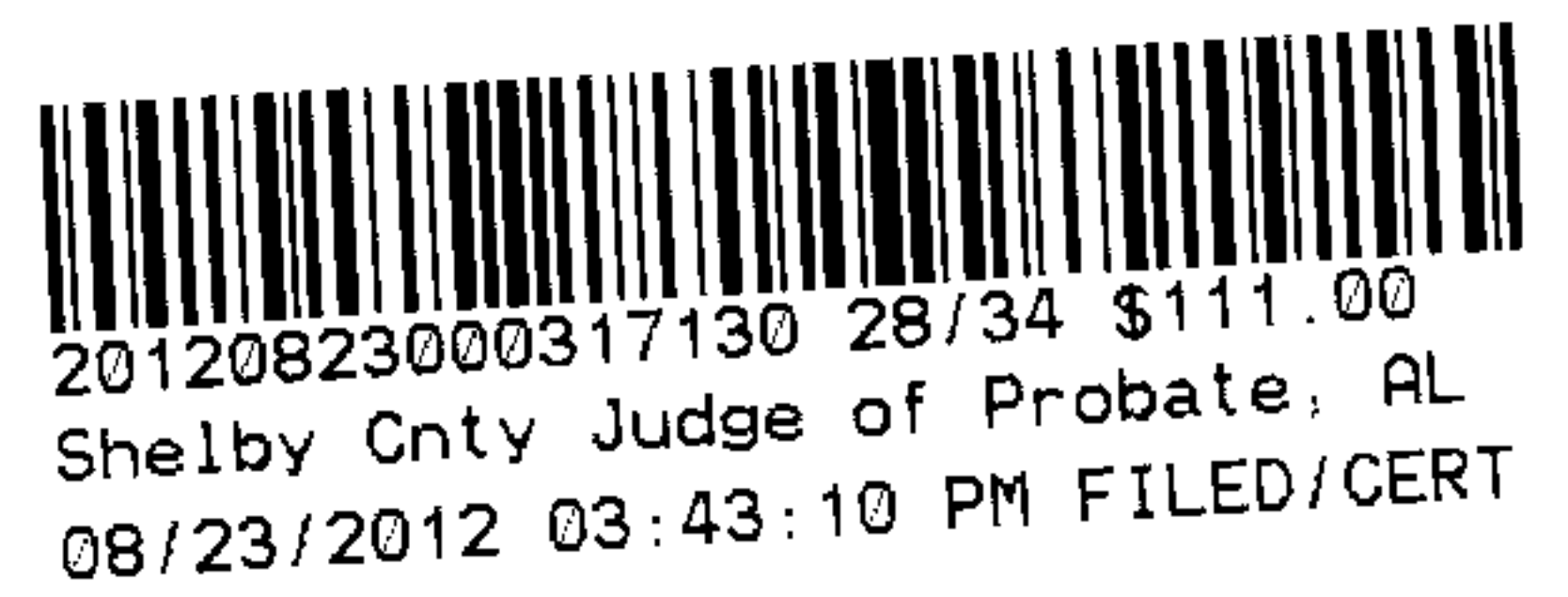


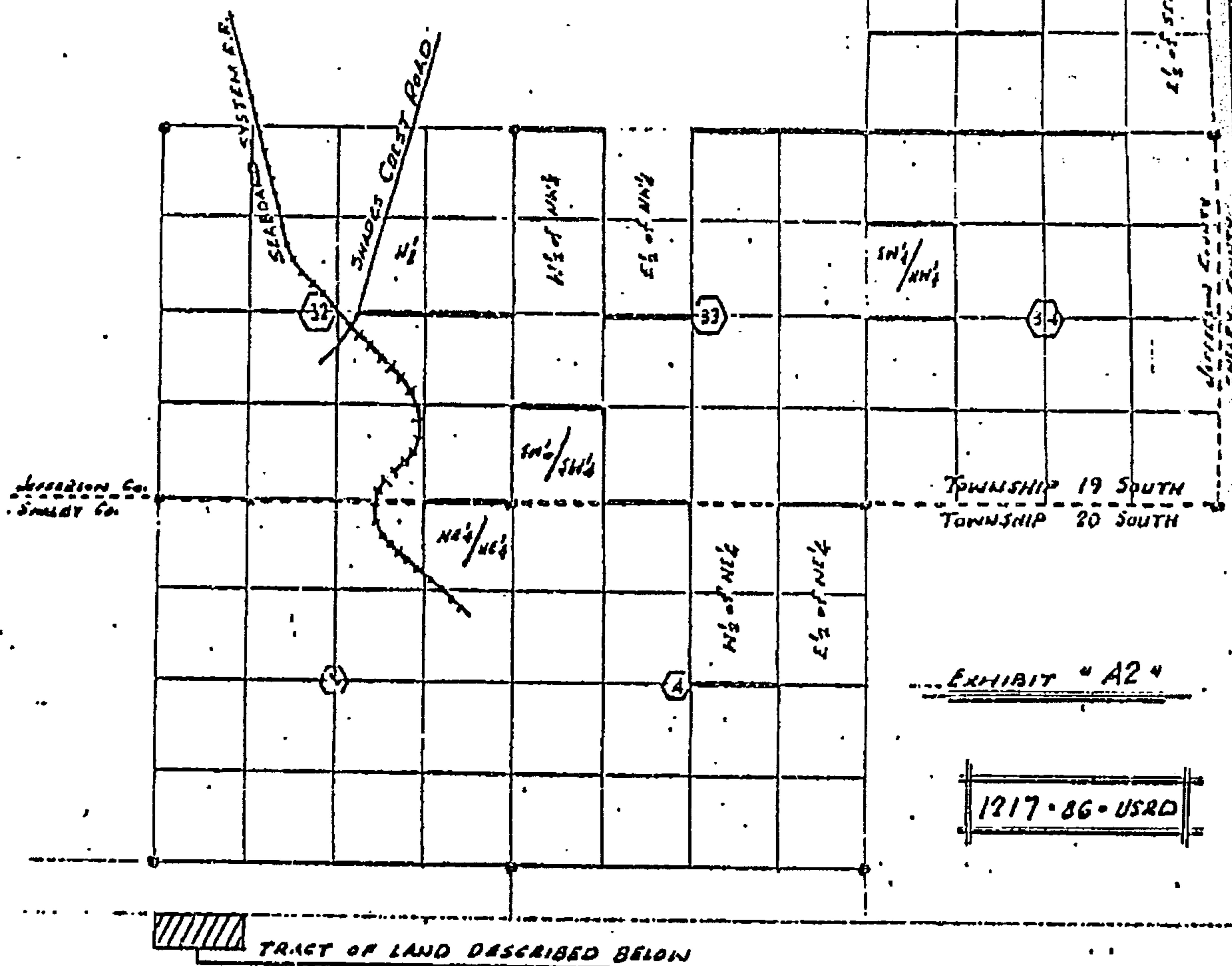
Tract of land herein described situated in S27, S32, S33, S34, T10N, R3W in Jefferson County, Alabama and N4, N6, T20N, R3W in Shelby County, Alabama and being more particularly described as follows:

begin @ NE corner of S27, T10S, R3W and run south along east line to the NW corner of the E 1/2 of S4, T10S, R3W and run south along east line to the NW corner of the E 1/2 of S4, T10S, R3W; thence west along north line of said S 1/2 to the NW corner of said S 1/2; thence south along west line of said S 1/2 to a point on the south line of S27; thence west along south line of S27 to the NE corner of S33, T10S, R3W; thence south along the east line of S33 to the NW corner of NW 1/4 of S4, T10S, R3W; thence west along the north line of said NW 1/4 to the NW corner of said NW 1/4; thence south along the east line of said NW 1/4 to the NE corner of said NW 1/4; thence west along south line of said NW 1/4 to a point on the east line of S43, T10S, R3W; thence south along east line of S33 to the NE corner of E 1/2 of NW 1/4 of S4, T10S, R3W; thence west along north line of said E 1/2 to the NE corner of the W 1/2 of NE 1/4 of S4; thence south along west line of said W 1/2 to the NW corner of said W 1/2; thence west along north line of said W 1/2 to the NW corner of said W 1/2; thence north along west line of S33, T10S, R3W to the NE corner of NW 1/4 of NW 1/4 of S4; thence north along west line of said NW 1/4 to the NW corner of said NW 1/4; thence south along the west line of said NW 1/4 to the NW corner of the NW 1/4 of NW 1/4 of S4, T10S, R3W; thence west along the north line of said NW 1/4 to the NW corner of said NW 1/4; thence south along the west line of said NW 1/4 to a point of intersection with the C/L of the Headboard System NW; thence northwesterly, northeasterly and northwesterly along said NW C/L to a point of intersection with the C/L of a public road (Shaded Creek Rd); thence northeasterly along said roadway C/L to a point on the south line of the W 1/2 of S32, T10S, R3W; thence west along south line of W 1/2 of S32 to the NW corner of the W 1/2 of NW 1/4 of S33, T10S, R3W; thence north along west line of said W 1/2 to the NW corner of said W 1/2; thence east along north line of said W 1/2 to the NW corner of the E 1/2 of the NW 1/4 of S33, T10S, R3W; thence south along the west line of said E 1/2 to the NW corner of said E 1/2; thence west along the south line of said E 1/2 to the NW corner of said E 1/2; thence north along the east line of said E 1/2 to a point on the north line of S33; thence east along the north line of said S33 to the NW corner of S27, T10S, R3W; thence north along west line of S27 to the NW corner of the W 1/2 of NW 1/4 of S27; thence west along south line of said W 1/2 to the NW corner of said W 1/2; thence north along the west line of said W 1/2 to the NW corner of said W 1/2; thence west along the north line of said W 1/2 to a point of intersection with the C/L of a public road (Highway 160); thence southeasterly along said roadway C/L to a point of intersection with the C/L of a public road (Bulky Spruce Rd); thence northerly along said roadway C/L to a point on the south line of the NW 1/4 of NW 1/4 of S27; thence east along the south line of said NW 1/4 to the NW corner of said NW 1/4; thence north along the east line of said NW 1/4 to a point on the north line of S27; thence east along the north line of S27 to the NW corner of the NW 1/4 of NW 1/4 of S4; thence southwesterly along the diagonal 1/2 of said NW 1/4 to a point of intersection with the C/L of a public road (Highway 160); thence northeasterly along the roadway C/L to a point on the north line of S27; thence east along the north line of S27 to the point of beginning.

Excepting & reserving from the above description:

- (a) That portion of R.O.W. lying east of and adjacent to the C/L of the Seaboard System RR located in S22, T10N, R3W and S25, T20N, R3W.
- (b) That portion of R.O.W. lying east of and adjacent to the C/L of Shades Creek Rd located in R3W, T10N, R3W.
- (c) That portion of R.O.W. lying east of and adjacent to the C/L of Highway 491 located in S27, T10N, R3W.
- (d) That portion of R.O.W. lying north of, south of and adjacent to the C/L of Highway 130 located in S27, T10N, R3W.





Tract of land herein described situated in S27, T19S, R3W in Jefferson County, Alabama and being more particularly described as follows:

Commence @ the NW corner of S27, T19S, R3W and run east along the north line of S27 to the NE corner of the NW 1/4 of NW 1/4 of S27, said point also being the point of beginning; thence continue east along the north line of S27 to the NW corner of the NE 1/4 of NW 1/4 of S27; thence southeasterly along the diagonal 1/2 of last said 1/4-1/4 to a point of intersection with the C/L of a public road (Highway 150); thence southwesterly and northwesterly along roadway C/L to a point of intersection with the C/L of a public road (Sulphur Springs Rd); thence northerly along last said roadway C/L to a point on the south line of the NW 1/4 of NW 1/4 of S27; thence east along the south line of said 1/4-1/4 to the SE corner of said 1/4-1/4; thence north along the east line of said 1/4-1/4 to the point of beginning.

Excepting and reserving from the above description:

- That portion of R.O.W. lying north of and adjacent to the C/L of Highway 150.
- That portion of R.O.W. lying east of and adjacent to the C/L of Sulphur Springs Road.

20120823000317130 29/34 \$111.00
Shelby Cnty Judge of Probate, AL
08/23/2012 03:43:10 PM FILED/CERT

Exhibit A-3
REAL 708 PAGE 560

A parcel of land situated in the Southeast 1/4 of the Southeast 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 29, Township 19 South, Range 3 West, Jefferson County, Alabama, and being a part of Lots 2 & 3, Block C, and Lots 4 & 5, Block D, according to the map of Shades Acres as recorded in Map Book 2, Pages 81-83 and the vacated right-of-way of Crest Road as recorded in Deed Volume 750, Page 417 in the Office of the Judge of Probate, Bessemer Division, Jefferson County, Alabama, and being more particularly described as follows:

Commence at the Southeast corner of Section 29, Township 19 South, Range 3 West, Jefferson County, Alabama, and run in a Westerly direction along the Southerly line of said section a distance of 1640.87 feet to the point of beginning; thence continue along the last described course in a Westerly direction a distance of 472.66 feet to a point, said point being the Southwest corner of Lot 5, Block D, according to said map of Shades Acres; thence turn an interior angle of $74^{\circ}08'03''$ and run to the right in a Northeasterly direction along the West line of said Lot 5 a distance of 407.92 feet to a point, said point being the Northwest Corner of Lot 5 and the Southwest corner of Lot 4, Block D, according to said map of Shades Acres; thence turn an interior angle of $186^{\circ}55'22''$ and run to the left in a Northeasterly direction and along the West line of said Lot 4 a distance of 377.51 feet to a point on the Southwesterly right-of-way of Alabama Highway 150, said point lying on a curve to the left having a central angle of $0^{\circ}48'37''$ and a radius of 1205.92 feet; thence turn an interior angle of $71^{\circ}39'09''$ to the tangent of said curve and run right to left along the arc of said curve in a Southeasterly direction a distance of 17.05 feet to a point; thence turn an interior angle of $270^{\circ}00'00''$ from the tangent of said curve and run in a Northeasterly direction along said right-of-way line a distance of 20.00 feet to a point on a curve to the left having a central angle of $21^{\circ}28'31''$ and a radius of 1185.92 feet; thence turn an interior angle of $90^{\circ}00'00''$ to the tangent of said curve and run right to left along the arc of said curve and along said Southwesterly right-of-way line in a Southeasterly direction a distance of 444.50 feet to a point, said point being the intersection of the Southwesterly right-of-way of Alabama Highway 150 with the Southwesterly right-of-way of Bessemer Highway and said point lying on a curve to the left having a central angle of $84^{\circ}10'04''$ and a radius of 184.60 feet; thence turn an interior angle of $135^{\circ}34'32''$ from tangent to the tangent of said curves and run right to left along the arc of said curve and along the Southwesterly right-of-way of Bessemer Highway a distance of 271.18 feet to a point of intersection of Bessemer Highway with the Southwesterly right-of-way of Shades Crest Road; thence turn an interior angle of $80^{\circ}33'05''$ from the tangent of the last described curve and run to the right in a Southeasterly direction along the Southwesterly right-of-way line of Shades Crest Road a distance of 39.80 feet to a point on a curve to the right having a central angle of $13^{\circ}21'19''$ and a radius of 258.31 feet; thence turn an interior angle of $135^{\circ}00'00''$ to the tangent of said curve and run along the arc of said curve and along the Northwesterly right-of-way line of Shades Crest Road a distance of 60.21 feet to a point; thence continue along the tangent to said curve and along said Northwesterly right-of-way line a distance of 159.50 feet to a point; thence turn an interior angle of $180^{\circ}37'41''$ and run to the left and along said Northwesterly right-of-way line a distance of 43.19 feet to a point; thence turn an interior angle of $169^{\circ}03'59''$ and run to the right and along said Northwesterly right-of-way line in a Southwesterly direction a distance of 29.38 feet to a point on the South line of Lot 2, Block C, according to said map of Shades Acres; thence continue along last described course in a Southwesterly direction a distance of 15.73 feet to a point on the Easterly right-of-way line of Crest Road; thence continue along the last described course in a Southwesterly direction a distance of 60.73 feet to a point on the Westerly right-of-way line of Crest Road; thence continue along the last described course in a Southwesterly direction along the Northwesterly right-of-way line of Shades Crest Road a distance of 152.88 feet to a point; thence turn an interior angle of $195^{\circ}02'36''$ and run to the left in a Southwesterly direction along said Northwesterly right-of-way line a distance of 199.90 feet to the point of beginning; containing 9.43 acres, more or less.



20120823000317130 30/34 \$111.00
Shelby Cnty Judge of Probate, AL
08/23/2012 03:43:10 PM FILED/CERT

LEGAL DESCRIPTION

PARCEL I:

A parcel of land situated in the Northeast $\frac{1}{4}$ of Section 32, Township 19 South, Range 3 West, Jefferson County, Alabama, being more particularly described as follows:

Begin at the Southeast corner of the Northeast $\frac{1}{4}$ of said Section 32, said point being the point of beginning of the herein described parcel, and run in a Westerly direction along the South line of said $\frac{1}{4}$ section a distance of 2350.79 feet to a point on the Easterly right-of-way of Shades Crest Road; thence turn an interior angle of $71^{\circ}31'04''$ and run to the right in a Northeasterly direction along said Easterly right-of-way a distance of 869.14 feet to a point; thence turn an interior angle of $176^{\circ}45'41''$ and run to the right in a Northeasterly direction along said Easterly right-of-way a distance of 940.76 feet to the point of intersection of the Easterly right-of-way of Shades Crest Road with the Southerly right-of-way of Interstate Highway I-459; thence turn an interior angle of $130^{\circ}56'01''$ and run to the right in a Northeasterly direction along the Southerly right-of-way of Interstate Highway I-459 a distance of 971.63 feet to a point; thence turn an interior angle of $184^{\circ}03'28''$ and run to the left in a Northeasterly direction along said Southerly right-of-way a distance of 804.70 feet to the point of intersection of the Southerly right of way of Interstate Highway I-459 with the East line of said Section 32; thence turn an interior angle of $68^{\circ}27'16''$ and leaving said right of way run to the right in a Southerly direction along the East line of said Section 32 a distance of 2336.99 feet to the point of beginning.

Said parcel is subject to a 20 foot easement for use by the Alabama Gas Corporation and is recorded in Volume 443, Pages 716 & 717 in the Office of the Judge of Probate, Bessemer Division, Jefferson County, Alabama, and is described as follows:

Begin at the point of intersection of the Easterly right-of-way of Shades Crest Road and the Southerly right-of-way of Interstate Highway I-459 and run in a Northeasterly direction along the Southerly right-of-way of Interstate Highway I-459 a distance of 865.00, more or less, to a point; thence turn an interior angle of $90^{\circ}00'00''$ and leaving said Southerly right of way run to the right in a Southeasterly direction a distance of 20.00 feet to a point; thence turn an interior angle of $90^{\circ}00'00''$ and run to the right in a Southwesterly direction parallel to said Southerly right-of-way a distance of 884.00 feet, more or less, to a point on the Easterly right-of-way of Shades Crest Road; thence run in a Northeasterly direction along said Easterly right-of-way a distance of 26.5 feet, more or less, to the point of beginning.

Said parcel is also subject to a 200 foot easement owned by Alabama Power Company, and is recorded in Volume 733, Page 101, Office of the Judge of Probate, Birmingham Division, Volume 439, Page 146, Volume 578, Page 774, and Volume 578, Page 776, all in the Office of the Judge of Probate, Bessemer Division which runs across said property in a Northeasterly and Southwesterly direction.

PARCEL II:

A parcel of land situated in the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 32, Township 19 South, Range 3 West, Jefferson County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the Northeast $\frac{1}{4}$ of said Section 32 and run in a Northerly direction along the West line of said $\frac{1}{4}$ section a distance of 85.40 feet to a point lying on the Northeasterly right-of-way of Louisville & Nashville Railroad and the point of beginning; thence continue along the last described course in a Northerly direction along the West line of said $\frac{1}{4}$ section a distance of 1325.68 feet to a point on the Southerly right-of-way of Interstate Highway I-459; thence turn an interior angle of $104^{\circ}04'06''$ and run to the right in a Northeasterly direction along said Southerly right-of-way a distance of 194.15 feet to a point; thence turn an interior angle of $166^{\circ}05'48''$ and run to the right in a Easterly direction along said Southerly right-of-way a distance of 389.12 feet to the point of intersection of the Southerly right of way of Interstate Highway I-459 with the Westerly right-of-way line of Shades Crest Road; thence turn an interior angle of $78^{\circ}26'24''$ and run to the right in a Southwesterly direction along the Westerly right-of-way line of Shades Crest Road a distance of 632.72 feet to a point; thence turn an interior angle of $202^{\circ}07'18''$ and run to the left in Southeasterly direction along said Westerly right-of-way a distance of 58.30 feet to a point; thence turn an interior angle of $149^{\circ}00'00''$ and run to the right in a Southwesterly direction along said Westerly right-of-way a distance of 839.25 feet to the point of intersection of the Westerly right-of-way of Shades Crest Road with the South line of the Northeast $\frac{1}{4}$ of said Section 32; thence turn an interior angle of $108^{\circ}28'56''$ and leaving said Westerly right-of-way run to the right in a Westerly direction along the South line of said $\frac{1}{4}$ section a distance of 94.52 feet to the point of intersection of the South line of said $\frac{1}{4}$ section with the Northeasterly right-of-way of Louisville & Nashville Railroad; thence turn an interior angle of $133^{\circ}23'55''$ and run to the right in a Northwesterly direction along said Northeasterly right-of-way a distance of 117.48 feet to the point of beginning.

PARCEL III-A:

A parcel of land situated in the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 32, Township 19 South, Range 3 West, Jefferson County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 32, said point being the point of beginning of the herein described parcel, and run in an Easterly direction along the North line of said section for a distance of 1011.63 feet to a point on the Westerly right-of-way of Shades Crest Road; thence turn in an interior angle of $61^{\circ}40'20''$ and run to the right in a Southwesterly direction along said Westerly right-of-way for a distance of 87.21 feet to a point; thence turn an interior angle of $194^{\circ}12'40''$ and run to the left in a Southwesterly direction along said Westerly right-of-way a distance of 140.10 feet to the point of intersection of the Westerly right-of-way of Shades Crest Road with the Northwesterly right-of-way Interstate Highway I-459; thence turn an interior angle of $143^{\circ}26'35''$ and run to the right in a Southwesterly direction along the Northwesterly right-of-way of Interstate Highway I-459 a distance of 667.49 feet to a point; thence turn an interior angle of $165^{\circ}12'40''$ and run to the right in a Southwesterly direction and along said Northwesterly right-of-way a distance of 343.24 feet to a point; thence turn an interior angle of $168^{\circ}05'50''$ and run to the right in a Southwesterly direction and along said Northwesterly right-of-way a distance of 78.86 feet to a point on the West line of the Northeast $\frac{1}{4}$ of said Section 32; thence turn an interior angle of $79^{\circ}33'54''$ and leaving said right-of-way, run in a Northerly direction along the West line of said $\frac{1}{4}$ section a distance of 796.02 feet to the point of beginning.



20120823000317130 32/34 \$111.00
Shelby Cnty Judge of Probate, AL
08/23/2012 03:43:10 PM FILED/CERT

Said parcel is subject to a 200 foot easement owned by Alabama Power Company and recorded in Volume 733, Page 101, in the Office of the Judge of Probate, Birmingham Division, Volume 439, Page 146, Volume 578, Page 774, and Volume 578, Page 776, all in the Office of the Judge of Probate, Bessemer Division, Jefferson County, Alabama, which runs in a Northwesterly and Southeasterly direction across said parcel.

STATE OF ALA. JEFFERSON CO.
BESSEMER DIV. I CERTIFY
THIS INSTRUMENT FILED ON

JUL 22 9 03 AM '08

RECEIVED JUL 22 2008
JUL 22 2008
JUL 22 2008

20120823000317130 33/34 \$111.00
Shelby Cnty Judge of Probate, AL
08/23/2012 03:43:10 PM FILED/CERT

20120823000317130 34/34 \$111.00
Shelby Cnty Judge of Probate, AL
08/23/2012 03:43:10 PM FILED/CERT

I, Alan L. King, Judge of the
Probate Court, Jefferson County, Alabama, hereby certify that
the foregoing is a true, correct and full copy of the instrument
herewith set out as appears of record in said Court.

Witness my hand and seal of said Court this 23rd
day of Aug 2012
Alan L. King
Judge of Probate