


THIS INSTRUMENT PREPARED BY:
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Shelby Cnty Judge of Probate, AL
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DECLARATION OF PROTECTIVE COVENANTS FOR OLD CAHABA ESTATES

WHEREAS, the undersigned Old Cahaba Land Holdings L.L.C., an Alabama limited liability company (which, together with its successors and assigns, is hereinafter referred to as "Developer") is the owner of all of that certain real property situated in Shelby County, Alabama which is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property"). The Property includes Old Cahaba Estates as recorded in Map Book 44, Pages 7A, 7B, 7C and & 7D, in the Office of the Judge of Probate Shelby County, Alabama (the Subdivision Plat). For the purpose of these Protective Covenants, the term "Lot" or "Lots" means all lots shown on that Subdivision Plat and all Lots which may be included under these Protective Covenants in the future by the Developer.

WHEREAS, the Developer desires to subject all of the real property located within the Subdivision Plat and each Lot located thereon to the easements, covenants, conditions, assessments, limitations and restrictions hereinafter set forth.

NOW THEREFORE, Developer does hereby expressly adopt the covenants and limitations for the Subdivision Plat as set forth in these Protective Covenants and does hereby declare that the real property located within the Subdivision Plat and each Lot located therein and any Lots that may be included in any future development property shall be and the same are hereby subject to the following easements, covenants, conditions, assessments, limitations and restrictions.

ARTICLE I DEFINITIONS

Section 1. "Architectural Committee" shall mean the committee created pursuant to Article V hereof.

Section 2. "Architectural Committee Rules" shall mean the rules, if any, adopted by the Architectural Committee.

Section 3. "Declaration" shall mean this entire document, as same may from time to time be amended.

Section 4. "Developer" shall mean Old Cahaba Holdings, LLC, an Alabama Limited Liability Company.

Section 5. "Living Area" shall mean as heated finished area, not to include porches, garages, basements, carports, or attics.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of fee simple title to any Lot. "Owner" shall include the Developer until such time as Developer has sold all Lots owned by it. The foregoing does not include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation. "Owner" shall also include the family, invitees, licensees and lessees of the Owner, together with any other person or parties holding any possessory interest granted by such Owner in any Lot. There shall be one vote for each Lot in the Property notwithstanding that a particular Lot is owned by more than one person.

Section 7. "Property" or "Project" shall mean and refer to all the Lots within Old Cahaba Estates and all easements as reflected on the Record Map.

Section 8. "Protective Covenants" shall mean all of those covenants, conditions and restrictions contained in this entire Declaration.

Section 9. "Purchaser" shall mean any person who acquires any Lot.

ARTICLE II EXCLUSIVE OWNERSHIP

Section 1. Exclusive Ownership. Each owner shall have exclusive ownership and possession of his or her or their Lot.

ARTICLE III PROPERTY SUBJECT TO RESTRICTIONS

Section 1. General Declaration. The Developer intends to sell and convey the Lots to Purchasers, subject to this Declaration and any subsequent amendment or supplement thereto. The Developer hereby declares that all of the Property is and shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to this Declaration as amended or supplemented from time to time. This Declaration is declared to be established for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property and all parts thereof. All of the provisions of this Declaration shall run with the Property for all purposes and shall be binding upon and inure to the benefit of the

Developer, all Owners, and their respective heirs, successors, and assigns.

ARTICLE IV EASEMENTS

Section 1. Grant of Non-Exclusive Easements to Owners.

(a) Common Areas. Developer does hereby grant to each Owner and Occupant the non-exclusive right, privilege and easement of access to and the use and enjoyment of the Common Areas, in common with Developer, their successors and assigns, and all other Owners and Occupants. The easement and rights granted pursuant to this Section are and shall be permanent and perpetual, are nonexclusive, are appurtenant to and shall pass and run with the title to each Lot. The easement to use and enjoy the Common Areas granted hereby shall not mean or imply that the public at large acquires any easement of use or enjoyment or any other rights, licenses or benefits therein or to the use thereof. In addition, Developer or any Owner of property adjacent to, but not a part of the Development, may construct a driveway from their adjoining property to any Lot in the Development owned by them, so long as such driveway does not cross any other Owner's Property in, or any Common Area of, the Development.

(b) Benefit of Easements. The easements, rights and privileges granted in this Section shall pass with each Lot as an appurtenance thereto and may not be severed, transferred, assigned or otherwise alienated separate or apart from a Lot.

Section 2. Grant of Easement to Governmental Authorities.

Developer does hereby grant to each branch, bureau, department and agency of the Governmental Authorities and their respective agents, employees and representatives, a permanent, perpetual and nonexclusive easement over, across, through and upon the Property for the purposes of performing such duties and activities related to law enforcement, fire protection, trash, garbage and refuse collection, building inspection services, mail and package delivery, medical and emergency services and any other functions or duties to be performed by the Governmental Authorities as shall be required or appropriate from time to time.

Section 3. Reservation of Easement.

Developer does hereby establish and reserve for itself, its agents, employees, representatives, invitees, licensees, successors and assigns, a permanent and perpetual easement appurtenant over, across, through and upon the Property for the purpose of (i) constructing, installing, maintaining, repairing, operating, replacing and the use of roadways, medians, landscaped areas, guard houses, security gates, sidewalks, walkways, trails, bicycle paths, jogging paths, lanes, fences, walls, berms, curbing, gutters, informational and directional signs and related and other improvements thereon and (ii) doing all things reasonably necessary and proper in connection therewith; provided, however, that in no event shall Developer have any obligation to undertake any of the


foregoing. The easements established and reserved pursuant to this Section shall include the right to cut and remove trees, underbrush, undergrowth and shrubbery, to grade, excavate or fill and to otherwise take all other action reasonably necessary to install any of the improvements contemplated pursuant to this Section.

Section 4. Reservation of General Access Easement.

Developer does hereby establish and reserve for itself, the Architectural Committee, their respective agents, employees, representatives, invitees, successors and assigns, a permanent and perpetual non-exclusive easement appurtenant over, across, through and upon each Lot for the purpose of providing ingress to and egress from each Lot for (i) inspecting each Lot and any Improvements thereon in order to determine compliance with the provisions of this Declaration, (ii) for equipment and activities reasonably required in emergency or perceived emergency situations in order to prevent or minimize damage to persons or property, and (iii) the performance of the respective duties of Manager, the Architectural Committee and the Association hereunder, including, without limitation, taking any action required or permitted to be taken by Developer and the Architectural Committee, that upon completion and occupancy of any Dwelling, then except in the event of emergencies, the foregoing easement shall be utilized only during normal business hours and then, whenever practicable, only upon advance notice to the Owner or Occupant of such Lot or directly affected thereby. Developer reserves the right to extend roads to any adjacent property.

Section 5. Reservation of Easements With Respect to Common Areas.

(a) Easement Upon Common Areas. Developer does hereby establish and reserve for itself, the Architectural Committee, their respective agents, employees, representatives, invitees, successors and assigns, a permanent and perpetual nonexclusive easement appurtenant, over, across, under, through and upon all of the Common Areas for the purpose of (i) constructing Dwellings and other Improvements in and to any Lots, (ii) installing, maintaining, repairing and replacing any other Improvements to the Property or to the Common Areas, including, without limitation, sidewalks, walkways, utility lines, equipment and facilities, signage and traffic directional signs and (iii) doing all other things reasonably necessary and proper in connection therewith; provided, however, that in no event shall Developer have any obligation to undertake any of the foregoing. In addition to the other rights and easements established and reserved herein and regardless of whether Developer continues to own a Lot within the Development, Developer hereby establishes and reserves for itself, its successors and assigns, a permanent and perpetual, non-exclusive easement to have access, ingress to and egress from and the right and privilege to use and enjoy the Common Areas and all Improvements thereon for such purposes as Developer deems appropriate; provided, however, that Developer should not exercise such rights so as to unreasonably interfere with the rights of the Owners to use the Common Areas.


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Section 6. Reservation of Easement for Utilities.

Developer does hereby establish and reserve for itself, their respective successors and assigns, a permanent and perpetual non-exclusive easement appurtenant over, across, under, through and upon all portions of the Common Areas and all Lots which are reasonably necessary for the purpose of installing, erecting, replacing, relocating, maintaining and operating master television and or cable systems, security and similar systems and all utilities necessary or convenient for the use of any portion of the Development or neighboring properties including, without limitation, publicly or privately owned and operated electrical, gas, telephone, water and sewer services, storm drains and sewers, septic tanks, drainage systems, retention ponds, lakes, basins and facilities, lines, pipes, conduits, equipment, machinery and other apparatus and appurtenances necessary or otherwise reasonably required in order to provide any utility service to any portion of the Property or neighboring properties. The easements established and reserved herein shall include the right to cut and remove trees, undergrowth and shrubbery, to grade, excavate or fill and to otherwise take all other action reasonably necessary to provide economical and safe installation, maintenance, repair, operation and replacement of all such utility services and the systems, equipment and machinery used to provide the same.

Section 7. Reservation of Maintenance Easement.

Developer does hereby establish and reserve for itself, their respective agents, employees, successors and assigns, a permanent and perpetual right and easement to enter upon any Lot for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, stumps or other unsightly growth and removing trash so as to maintain reasonable standards of health, fire safety and appearance within the Development; provided, however, that such easement shall not impose any duty or obligation upon Developer to perform any of the foregoing actions.

Section 8. Reservation of Environmental Easement.

Developer does hereby establish and reserve for itself, their respective agents, employees, successors and assigns, a permanent and perpetual right and easement on, over, across and upon all Lots for the purpose of taking any action necessary to effect compliance with the Architectural Standards, to effect storm water run-off, or to effect any watershed, soil erosion or environmental rules, regulations and procedures from time to time affecting or otherwise promulgated or instituted by any Governmental Authorities or the Board. The easement and right established and reserved herein shall include, without limitation, the right to implement erosion control procedures and practices, the right to drain standing water and the right to take any other action which may be required in order to satisfy the requirements of the Architectural Standards or any applicable Governmental Authority. Except in the case of an emergency situation or a perceived emergency situation, the exercise by Developer of the rights reserved in this Section 3.8 shall not unreasonably interfere with the use or occupancy of any Dwelling situated on any Lot.

ARTICLE V ARCHITECTURAL CONTROL

Section 1. Architectural Committee Membership. The Architectural Committee shall consist of three (3) members and the initial members shall be appointed by the Developer. In the event of death, resignation or other termination of any members, the Developer during the development stage (until all lots are sold by the developer) shall have full authority to appoint successor members. The Developer's appointed members shall serve until all lots are sold by the Developer whereupon, the Developer's control and authority and Developer's appointed members to the Architectural Committee shall close. Upon the sale and closing of the last lot in the subject division, the Homeowners may assume full control and authority over the Architectural Committee and may form an Association for such purpose.

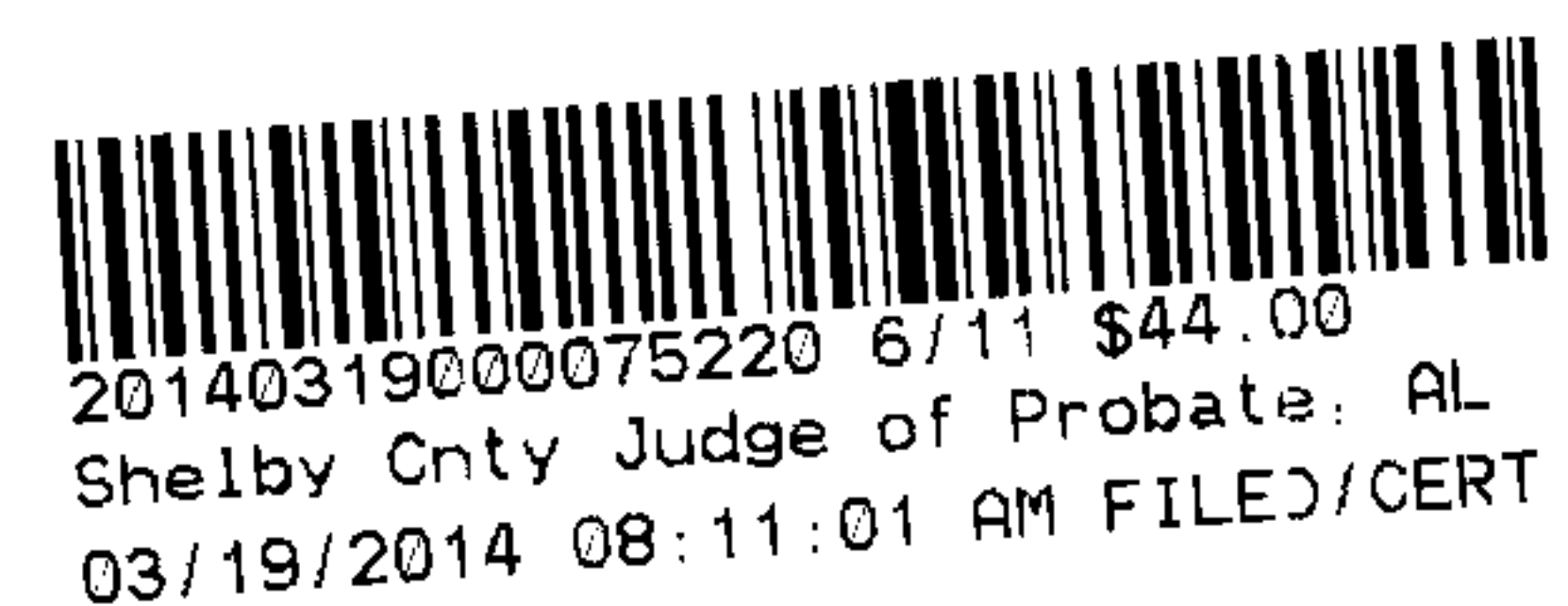
Section 2. Release. Neither the Architectural Committee nor any member thereof shall be liable to any Owner or to any other party for any damage, loss or prejudice suffered on account of the approval or disapproval of any plans, drawings or specifications, whether or not defective, or the execution or filing of any action, motion, certificate, petition or protest in the courts of the United States or the State of Alabama, or with any other governmental board or body, whether or not the facts stated therein are true and correct.

Section 3. Members. The three (3) members of the Architectural Committee appointed by the Developer are as follows: Wes Davis, Connor Farmer and Jerry R. Adams, Jr.. The Architectural Committee shall serve without compensation for their routine, review and approval services.

ARTICLE VI RESTRICTIONS

Section 1. Use Restrictions. The Property will be used for residential purposes only, and no trade or business purposes, including all types of home industry, will be permitted. No building or structure other than a Single Family Residence shall be erected on any Lot within the Property except as otherwise permitted herein. Prohibited uses include, but are not limited to:

- (a) dangerous, noxious, offensive or excessively noisome activities which may be or become an annoyance or nuisance to Owners; and
- (b) exploring, mining, boring, quarrying, drilling, or otherwise removing oil or other hydrocarbons, minerals, gravel or natural gas; and
- (c) use of a Single Family Residence by more than a Single Family Unit; and
- (d) any activity that is in violation of the City Code of Helena, Alabama at that time the practice of such illegal activity would constitute a violation of the City Code of Helena,



Alabama. The failure of the City of Helena to enforce the City Code of Helena, Alabama would not prohibit to Homeowner's Association from the enforcement of any violation of the City Code of Helena, Alabama.

Any Owner may request from the Architectural Committee at any time a determination of whether a prospective use of a Lot is permitted. A certificate to that effect signed by a majority of the Architectural Committee shall be deemed to be dispositive of this issue.

Section 2. Limitation on Size and Location of Structure.

(a) No structure shall be erected, altered, placed or permitted to remain on any lot other than a Single Family Residence not to exceed two and one half stories and a private garage for not more than four cars. Any detached building other than the Single Family Residence may be constructed or permitted on any Lot with the approval of the plans for the detached building by the Architectural Committee. The Single Family Residence shall be located on each Lot in conformity with the setback requirements. No residence or other improvement on any Lot may be constructed within any easement area shown on the Subdivision Record Map. Additionally all Lots are subject to local zoning ordinances and buildings and improvements must adhere to said requirements unless waived or varied in writing by appropriate authorities.

(b) Minimum floor areas for homes in Old Cahaba Estates is as follows:

(1) 1,600 square feet living area.

(2) Two or more adjacent lots may be used to construct a Single Family Residence.

Section 3. Maintenance. All Single Family Residences, landscaping and other improvements upon individual Lots shall be continuously maintained by the Owner thereof so as to preserve a well-kept appearance, especially along the perimeters of any Lot. Provided that there shall be no clearing of any pasture within one hundred, fifty (150) feet of any road or property line.

Section 4, Storage of Boats, Trailers and Other Vehicles. No boats, or trailers may be parked or stored in any location that can be seen from the street or an adjacent lot for a period in excess of 48 hours.

No service trucks, vans or vehicles or wrecked or disabled vehicles shall be stored or located on any Lot or street in the subdivision.

Motor homes and campers are allowed on the lots as long as they are not on the premises for more than one (1) week, provided that if motor homes or campers are stored out of sight within an enclosure, storage beyond this one (1) week period shall be allowed by these covenants.

Section 5. Enforcement. If a determination is made by the Architectural Committee or Homeowners Association that any of the restrictions in this Article VI are being or have been violated upon any Lot, then the Architectural Committee or Homeowners

Association shall so notify the Owner in writing, specifying the violation. If within thirty (30) days from such notification, the Architectural Committee shall make a second determination that sufficient progress has not been made to remedy the violation, the Architectural Committee may itself, direct such actions to be taken as shall be necessary or appropriate to remedy such violation. The Owner shall be liable for the cost and expense of all such actions, including legal fees, and the Architectural Committee may treat all such costs and expenses therefore as a charge which shall become a lien of the Architectural Committee on the affected Lot enforceable by appropriate proceedings at law or in equity.

ARTICLE VII COMMON AREA ASSESSMENTS

Section 1. Assessments and Creation of Lien.

Each Owner of a Lot, except for Developer, by acceptance of a deed or other instrument conveying any interest therein, regardless of whether such deed or instrument contains a reference to this Declaration, is hereby deemed to covenant and agree to pay to the Master Home Owners Association for Old Cahaba an Annual Assessment in the same amount in the current amount and any change in that Annual Assessment established by the Master Home Owners Association for Old Cahaba.

ARTICLE VIII NATURE OF PROTECTIVE COVENANTS: DEFAULTS AND REMEDIES

Section 1. Protective Covenants Running with the Land. The foregoing Protective Covenants shall constitute a servitude in and upon the Property and shall run with such Property and inure to the benefit of and be enforceable by the Developer, its designated successors and assigns, or by any Owner and his respective heirs, successors and assigns for a term of fifty (50) years from the date this Declaration is recorded, after which time the said Protective Covenants shall automatically be extended for successive period of ten (10) years, unless an agreement which has been signed by Owners who own two-thirds (2/3) or more of the then existing Lots of the Property, agreeing to terminate or modify this Declaration, has been recorded in the Probate Court of Shelby County, Alabama.

Section 2. Remedies for Default. The existence of any default hereunder by any person or entity subject to the terms, conditions, covenants and restrictions of this Declaration shall give the Developer, its successors or assigns, any Owner, and/or their respective heirs, successors and assigns, in addition to all other remedies specified herein, the right to proceed at law or in equity to compel compliance with the terms of these Protective Covenants and to prevent the violation or breach of any of them.

Section 3. Nature of Remedies, Waiver All rights, remedies and privileges granted to the Developer and the Owners, their respective heirs, successors and assigns, pursuant to the provisions of this Declaration shall be deemed to be cumulative, and the exercise of any

one or more of them shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same, or any other party, from pursuing such other and/or additional rights, remedies or privileges as may be available to such party at law or in equity. The failure at any point in time to enforce any covenant or restriction shall in no event be deemed a waiver of the right thereafter to enforce such covenant or restriction.

Section 4. No Reverter. No restriction or provision herein is intended to be, or shall be construed as, a condition subsequent or as creating any possibility of a reverter.

ARTICLE IX PERIOD OF DEVELOPER CONTROL

Section 1. Period of Developer Control. In view of the Developers investment, commitment and obligations in and to the Old Cahaba Estates, the Developer hereby reserves unto itself, its successors and assigns, the right to manage all of the affairs of the subdivision and development thereof in accordance herewith and any amendments hereto, and also the exclusive right to amend these Protective Covenants until the Developer sells One Hundred percent (100%) of the lots within the subdivision or until the developer elects to terminate its control of the project whichever shall first occur. This period of time shall be known as the "Control Period".

Section 2. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed by United States mail, postage prepaid, return receipt requested, to the street address of the Lot owned by such Owner, or such other address as the Owner may have furnished Developer.

Section 3. Severability. Invalidation of any provision or provisions hereof by judgment or court order shall in no way affect any previous other provision, all of which shall remain in full force effect.

Section 4. Effective Date. This Declaration shall become effective upon its recordation in the Probate Court of Shelby County, Alabama.

Section 5. Amendment by Owners. Subsequent to the "Control Period" heretofore referred to in Article VIII, an amendment may be proposed by written instrument signed by the Owners of not less than one-fourth (1/4) of the Lots within the Property. Such proposed amendment or amendments shall be considered at a meeting of the Owners after written or printed notice of such meeting stating the time and place thereof, and reciting the proposed amendment or amendments in reasonably detailed form, shall be mailed to the Owners not less than ten (10) days nor more than fifty (50) days, before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to each Owner at the street address of his Lot, the postage thereon being prepaid. Any Owner may, by written waiver of notice signed by such Owner, waive such notice, and such waiver whether before or after the

holding of the meeting, shall be deemed equivalent to the giving of such notice to such Owner. At such meeting, the amendment or amendments proposed must be approved by the affirmative vote of Owners who own not less than two-thirds (2/3) of the total Lots of the Property in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments to the Declaration shall be transcribed and certified by the Architectural Committee as having been duly adopted and the original or executed copy of such amendment or amendments so certified and executed with the same formalities as a deed shall be recorded in the Probate Court of Shelby County, Alabama, within twenty (20) days from the date on which the same became effective, such amendment or amendments to specifically refer to the recording identifying this Declaration. Thereafter, a copy of said amendment or amendments, in the form in which the same were placed of record, shall be delivered to all of the Owners, but mailing or delivering a copy thereof shall not be condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any Owner shall be recognized if such Owner is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered at or prior to such meeting.

This the 18th day of March, 2014

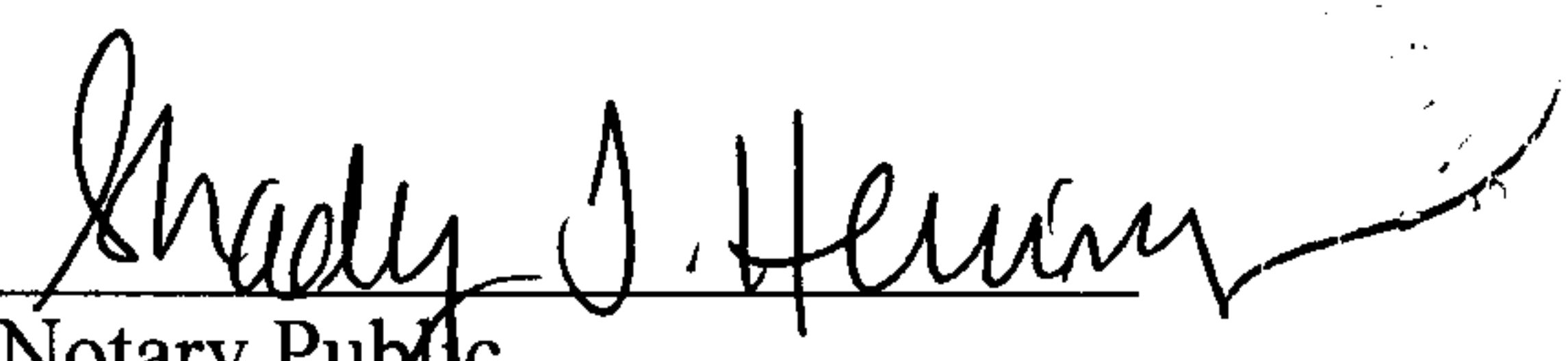
Old Cahaba Land Holdings, LLC


Its Member

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State hereby certify that Jerry R. Adams, Jr., whose name as Member of Old Cahaba Land Holdings, LLC is signed to the foregoing conveyance and who is known to me, acknowledged before me, that, being informed of the contents of the conveyance he, as such Member, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 18th day of March, 2014


Notary Public

SHADY T. HERRINGTON
Notary Public, Alabama State At Large
My Commission Expires March 23, 2014

EXHIBIT A

All that property shown on that Plat Map of Old Cahaba Estates, Sector 1 as recorded in Map Book 44, Pages 7A to 7D in the Office of the Judge of Probate and as further recorded in the Office of the Judge of Probate of Shelby County, Alabama in Instrument 20140313000070720.

