


DECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That:


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Shelby Cnty Judge of Probate, AL
08/26/2015 09:28:23 AM FILED/CERT

WHEREAS, Highway 13, LLC has heretofore acquired fee simple title to certain real property situated in Shelby County, Alabama, more particularly described as follows:

PARCEL A

A parcel of land situated in the E ¼ of Section 17, Township 21 South, Range 4 West, Shelby County, Alabama, being more particularly described as follows:

BEGIN at a 3" capped pipe at the SW corner of the NE 1/4 of the SE 1/4 of Section 17, Township 21 South, Range 4 West, Shelby County, Alabama; thence N 0°41'54" W along the west line of said 1/4-1/4 section a distance of 565.34 feet to a rebar capped EDG on the centerline of Taylor Way, said point also on a curve to the right having a central angle of 8°52'07" and a radius of 669.17 feet, said curve subtended by a chord bearing N 62°04'54" E and a chord distance of 103.48 feet; thence leaving said 1/4-1/4 line along the centerline of Taylor Way a distance of 103.58 feet to a rebar capped EDG; thence N 66°30'58" E along said centerline a distance of 142.56 feet to rebar capped EDG at the point of curve to the left having a central angle of 26°49'55" and a radius of 225.00 feet, said curve subtended by a chord bearing N 53°06'00" E and a chord distance of 104.41 feet; thence along the arc of said curve and along said centerline a distance of 105.37 feet to a rebar capped EDG; thence N 39°41'03" E along said centerline a distance of 80.87 feet to a rebar capped EDG at the point of curve to the right having a central angle of 18°11'18" and a radius of 236.50 feet, said curve subtended by a chord bearing N 48°46'42" E and a chord distance of 74.76 feet; thence along the arc of said curve and along said centerline a distance of 75.07 feet to a rebar capped EDG at a point of reverse curve having a central angle of 14°30'03" and a radius of 500.00 feet, said curve subtended by a chord bearing N 50°37'19" E and a chord distance of 126.21 feet; thence along the arc of said curve and along said centerline a distance of 126.54 feet to a rebar capped EDG; thence N 43°22'17" E along said centerline a distance of 169.06 feet to rebar capped EDG at the point of curve to the left having a central angle of 29°03'36" and a radius of 550.00 feet, said curve subtended by a chord bearing N 28°50'29" E and a chord distance of 275.98 feet; thence along the arc of said curve and along said centerline a distance of 278.96 feet to a rebar capped EDG; thence N 14°18'41" E along said centerline a distance of 102.35 feet to a rebar capped EDG at the point of curve to the right having a central angle of 27°44'52" and a radius of 325.00 feet, said curve subtended by a chord bearing N 28°11'07" E and a chord distance of 155.86 feet; thence along the arc of said curve and along said right-of-way a distance of 157.39 feet to a rebar capped EDG; thence N 42°03'33" E along said centerline a distance of 105.57 feet to a rebar capped EDG at the point of curve to the left having a central angle of 27°09'55" and a radius of 325.00 feet, said curve subtended by a chord bearing N 28°28'35" E and a chord distance of 152.65 feet; thence along the arc of said curve and along said centerline a distance of 154.09 feet to a rebar capped EDG; thence N 14°53'38" E along said centerline a distance of 105.17 feet to a rebar capped EDG at the point of curve to the right having a central angle of 11°25'03" and a radius of 275.68 feet, said curve subtended by a chord bearing N 20°36'09" E and a chord distance of 54.85 feet; thence along the arc of said curve and along said centerline a distance of 54.94 feet to a rebar capped EDG at the point of reverse curve having a central angle of 58°40'25" and a radius of 100.00 feet, said curve subtended by a chord bearing N 55°38'54" E and a chord distance of 97.99 feet; thence along the arc of said curve and along said centerline a distance of 102.40 feet to a rebar capped EDG; thence N 84°59'06" E along said centerline a distance of 184.46 feet to a rebar capped EDG on

the east line of said section; thence S 0°46'59" E leaving said centerline and along the east line of said section a distance of 1,965.17 feet to the SE corner of the NE 1/4-SE 1/4 of said section; thence N 89°54'45" W along the south line of said 1/4-1/4 section a distance of 1,333.71 feet to the POINT OF BEGINNING. Said parcel of land contains 37.51 acres, more or less.

PARCEL B

A parcel of land situated in the E 1/2 of Section 17, Township 21 South, Range 4 West, Shelby County, Alabama, being more particularly described as follows:

BEGIN at a 3" capped pipe at the SW corner of the SW 1/4 of the NE 1/4 of Section 17, Township 21 South, Range 4 West, Shelby County, Alabama; thence S 89°43'45" E along the south line of said 1/4-1/4 section a distance of 1,332.38 feet to a 3" capped pipe at the SE corner of said 1/4-1/4 section; thence S 0°41'54" E along the west line of the NE 1/4 of the SE 1/4 of said section a distance of 750.73' to a rebar capped EDG on the centerline of Taylor Way, said point also on a curve to the right having a central angle of 8°52'07" and a radius of 669.17 feet, said curve subtended by a chord bearing N 62°04'54" E and a chord distance of 103.48 feet; thence leaving said 1/4-1/4 line along the centerline of Taylor Way a distance of 103.58 feet to a rebar capped EDG; thence N 66°30'58" E along said centerline a distance of 142.56 feet to rebar capped EDG at the point of curve to the left having a central angle of 26°49'55" and a radius of 225.00 feet, said curve subtended by a chord bearing N 53°06'00" E and a chord distance of 104.41 feet; thence along the arc of said curve and along said centerline a distance of 105.37 feet to a rebar capped EDG; thence N 39°41'03" E along said centerline a distance of 80.87 feet to a rebar capped EDG at the point of curve to the right having a central angle of 18°11'18" and a radius of 236.50 feet, said curve subtended by a chord bearing N 48°46'42" E and a chord distance of 74.76 feet; thence along the arc of said curve and along said centerline a distance of 75.07 feet to a rebar capped EDG at a point of reverse curve having a central angle of 14°30'03" and a radius of 500.00 feet, said curve subtended by a chord bearing N 50°37'19" E and a chord distance of 126.21 feet; thence along the arc of said curve and along said centerline a distance of 126.54 feet to a rebar capped EDG; thence N 43°22'17" E along said centerline a distance of 169.06 feet to rebar capped EDG at the point of curve to the left having a central angle of 29°03'36" and a radius of 550.00 feet, said curve subtended by a chord bearing N 28°50'29" E and a chord distance of 275.98 feet; thence along the arc of said curve and along said centerline a distance of 278.96 feet to a rebar capped EDG; thence N 14°18'41" E along said centerline a distance of 102.35 feet to a rebar capped EDG at the point of curve to the right having a central angle of 7°55'12" and a radius of 325.00 feet, said curve subtended by a chord bearing N 18°16'17" E and a chord distance of 44.89 feet; thence along the arc of said curve and along said right-of-way a distance of 44.92 feet to a rebar capped EDG; N 89°43'45" W, leaving said centerline a distance of 2,142.73 feet to a rebar capped EDG on the west line of the SW 1/4 of the NE 1/4 of said section; thence S 0°42'58" E along the west line of said 1/4-1/4 section a distance of 119.12 feet to the POINT OF BEGINNING. Said parcel of land contains 14.25 acres, more or less.

PARCEL C

A parcel of land situated in the NE 1/4 of Section 17, Township 21 South, Range 4 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a 3" capped pipe at the SW corner of the SW 1/4 of the NE 1/4 of Section 17, Township 21 South, Range 4 West, Shelby County, Alabama; thence N 0°42'58" W along the west line of said 1/4-1/4 section a distance of 119.12 feet to rebar capped EDG, said point being

the POINT OF BEGINNING; thence continue along last described course a distance of 197.10 feet to a rebar capped EDG; thence S 89°43'45" E leaving said 1/4-1/4 line a distance of 2,294.55 feet to a rebar capped EDG on the centerline of Taylor Way, said point also being a point on a curve to the right having a central angle of 5°18'07" and a radius of 325.00 feet, said curve subtended by a chord bearing S 39°24'29" E and a chord distance of 30.06 feet; thence along the arc of said curve and along said centerline a distance of 30.07 feet to a rebar capped EDG; thence S 42°03'33" W along said centerline a distance of 105.57 feet to a rebar capped EDG at the point of curve to the left having a central angle of 19°49'40" and a radius of 325.00 feet, said curve subtended by a chord bearing S 32°08'43" W and a chord distance of 111.91 feet; thence along the arc of said curve and along said centerline a distance of 112.47 feet to a rebar capped EDG; thence N 89°43'45" W leaving said centerline a distance of 2,142.73 feet to the POINT OF BEGINNING. Said parcel of land contains 10.00 acres, more or less.

PARCEL D

A parcel of land situated in the NE 1/4 of Section 17, Township 21 South, Range 4 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a 3" capped pipe at the SW corner of the SW 1/4 of the NE 1/4 of Section 17, Township 21 South, Range 4 West, Shelby County, Alabama; thence N 0°42'58" W along the west line of the NE 1/4 of said section a distance of 119.12 feet to rebar capped EDG; thence continue along last described course a distance of 197.10 feet to a rebar capped EDG; thence S 89°43'45" E leaving said 1/4-1/4 line a distance of 795.57 feet to a rebar capped EDG in the center of an unnamed stream, said point being the POINT OF BEGINNING; thence N 10°14'01" E along said centerline a distance of 17.52 feet to a point; thence S 84°56'21" E along said centerline a distance of 91.71 feet to a point; thence N 18°22'40" E along said centerline a distance of 33.40 feet to a point; thence N 17°22'12" W along said centerline a distance of 35.10 feet to a point; thence N 44°26'23" E along said centerline a distance of 71.97 feet to a point; thence N 26°33'06" E along said centerline a distance of 70.67 feet to a point; thence N 43°26'49" E along said centerline a distance of 71.41 feet to a point; thence N 32°31'35" E along said centerline a distance of 46.24 feet to a point; thence N 8°17'41" W along said centerline a distance of 47.08 to a point; thence N 26°03'33" E along said centerline a distance of 51.24 feet to a point; thence N 77°41'24" E along said centerline a distance of 55.50 feet to a point; thence N 27°44'18" E along said centerline a distance of 111.36 feet to a point; thence S 47°58'22" E along said centerline a distance of 35.92 feet to a point; thence N 42°10'29" E along said centerline a distance of 31.71 feet to a point; thence N 26°51'36" W along said centerline a distance of 50.24 feet to a point; thence N 9°17'05" W along said centerline a distance of 29.06 feet to a point; thence N 51°03'47" E along said centerline a distance of 38.61 feet to a point; thence N 86°45'35" E along said centerline a distance of 59.28 feet to a point; thence N 41°58'39" E along said centerline a distance of 21.25 feet to a rebar capped EDG; thence S 89°43'45" E leaving said centerline a distance of 1,363.79 feet to a rebar capped EDG on the east line of NE 1/4 of said section; thence S 0°46'59" E along said 1/4 line a distance of 264.47 feet to a rebar capped EDG on the centerline of Taylor Way; thence S 84°59'06" W, leaving said 1/4 section and along said centerline, a distance of 184.46 feet to a rebar capped EDG at the point of curve to the left having a central angle of 58°40'25" and a radius of 100.00 feet, said curve subtended by a chord bearing S 55°38'54" W and a chord distance of 97.99 feet; thence along the arc of said curve and along said centerline a distance of 102.40 feet to a rebar capped EDG at the point of compound curve having a central angle of 11°25'03" and a radius of 275.68 feet, said curve subtended by a chord bearing S 20°36'09" W and a chord distance of 54.85 feet; thence along the arc of said curve and along said centerline a distance of 54.94 feet to a rebar capped EDG; thence S 14°53'38" W along said centerline a distance of 105.17 feet to a rebar capped EDG at the point of curve to the right

having a central angle of 21°51'48" and a radius of 325.00 feet, said curve subtended by a chord bearing S 25°49'32" W and a chord distance of 123.26 feet; thence along the arc of said curve and along said centerline a distance of 124.02 feet to a rebar capped EDG; thence N 89°43'45" W leaving said centerline a distance of 1498.98 feet to the POINT OF BEGINNING. Said parcel of land contains 20.00 acres, more or less.

PARCEL E

A parcel of land situated in the NE 1/4 of Section 17, Township 21 South, Range 4 West, Shelby County, Alabama, being more particularly described as follows:

BEGIN at 3" capped pipe at the NE corner of Section 17, Township 21 South, Range 4 West, Shelby County, Alabama; thence N 89°37'27" W along the north line of the NE 1/4 of said section a distance of 2,661.23 feet to a 3" capped pipe at the NW corner of the NE 1/4 of said section; thence S 0°42'58" E along the west line of the NE 1/4 of said section a distance of 2,322.37 feet to a rebar capped EDG; thence S 89°43'45" E leaving said 1/4-1/4 line a distance of 795.57 feet to a rebar capped EDG in the center of an unnamed stream; thence N 10°14'01" E along said centerline a distance of 17.52 feet to a point; thence S 84°56'21" E along said centerline a distance of 91.71 feet to a point; thence N 18°22'40" E along said centerline a distance of 33.40 feet to a point; thence N 17°22'12" W along said centerline a distance of 35.10 feet to a point; thence N 44°26'23" E along said centerline a distance of 71.97 feet to a point; thence N 26°33'06" E along said centerline a distance of 70.67 feet to a point; thence N 43°26'49" E along said centerline a distance of 71.41 feet to a point; thence N 32°31'35" E along said centerline a distance of 46.24 feet to a point; thence N 8°17'41" W along said centerline a distance of 47.08 feet to a point; thence N 26°03'33" E along said centerline a distance of 51.24 feet to a point; thence N 77°41'24" E along said centerline a distance of 55.50 feet to a point; thence N 27°44'18" E along said centerline a distance of 111.36 feet to a point; thence S 47°58'22" E along said centerline a distance of 35.92 feet to a point; thence N 42°10'29" E along said centerline a distance of 31.71 feet to a point; thence N 26°51'36" W along said centerline a distance of 50.24 feet to a point; thence N 9°17'05" W along said centerline a distance of 29.06 feet to a point; thence N 51°03'47" E along said centerline a distance of 38.61 feet to a point; thence N 86°45'35" E along said centerline a distance of 59.28 feet to a point; thence N 41°58'39" E along said centerline a distance of 21.25 feet to a rebar capped EDG; thence S 89°43'45" E leaving said centerline a distance of 1,363.79 feet to a rebar capped EDG on the east line of NE 1/4 of said section; thence N 0°46'59" W along said 1/4 line a distance of 1,715.96 feet to the POINT OF BEGINNING. Said parcel of land contains 119.54 acres, more or less.

For the purpose of this Declaration (as hereinafter defined) the term "Property" shall mean the property described above.

WHEREAS, Highway 13, LLC desires to subject the Property to the restrictions and covenants set forth in this Declaration of Restrictive Covenants (herein "the Declaration").

NOW THEREFORE, Highway 13, LLC does, upon recording hereof, declare and make the Property subject to the covenants, conditions, restrictions, uses, easements, limitations and affirmative obligations set forth in this Declaration, all of which are declared to be in furtherance of a plan for the improvement of the Property in a desirable and uniform manner, and all of which shall run with the land and shall be binding on all persons, firms or corporations (the Owners) having or acquiring any right, title or interest in the Property, thereof, and shall be for the benefit of each such Owner(s) of the Property or interest therein, and shall inure to the benefit of and be binding of and be binding upon each successor in interest to the Owners thereof.

ARTICLE I

DEFINITIONS

For the purposes of this instrument, the following capitalized terms shall have the following meanings:

- (a) Tract, means any property included in the above described property (collectively, the "Property").
- (b) Primary Dwelling, means a single family residential dwelling.
- (c) Outbuilding, means a barn, stable, workshop, storage building, gazebos or other structure which is not intended for permanent occupancy by human beings.
- (d) Structure, means a Primary Dwelling or Outbuilding.
- (e) Service Providers, means all providers of services for the maintenance, protection and benefit of the Property including, but not limited to, fire departments, law enforcement agencies, utility providers, postal service, garbage collectors and any other provider of service which would benefit the Property and the Development Property.
- (f) Utility Companies, means all entities providing utility services to the Property including, but not limited to power, water, gas, telephone and cable television.

ARTICLE II

Land Use

The Property will be used for residential or agricultural purposes only and not for any business or trade. Home offices are allowed, however, such allowance is intended only to allow individual work at a Structure located on a Tract, but not the conduct of business with the presence of the general public at the Property.

ARTICLE III

Building Requirements

- (a) MINIMUM STRUCTURE SIZE OF PRIM RY DWELLING. No Tract shall contain more than one Primary Dwelling and no Primary Dwelling shall be erected on the Property if such dwelling contains less than 800 square feet of living space. Living Space is defined as heated and finished areas and does not include porches, garages, basements, carports or attics.
- (b) EXTERIOR MATERIAL. No Primary Dwelling or Outbuilding as hereinafter allowed shall use the following materials which shall be visible on the exterior of any such building: (a) concrete block; or (b) stucco over concrete block.
- (c) DRIVEWAYS. All driveways shall be gravel or asphalt.
- (d) BUILDING LOCATION. No Structures, other than fences, shall be located any closer than 100 feet from the Road nor shall any Structure other than fences be located any closer than 50 feet from any non—Road exterior line of the Property.
- (e) SEPTIC TANKS. All septic tanks must be of an improved type, such tanks together with adequate field lines must be approved and completely acceptable to the Shelby County Health Department. No septic tank or field line shall be constructed within 20 feet of an exterior line of a Tract. No sewer or drainage lines shall be constructed or laid which shall empty on or become a

nuisance to an adjoining Parcel, property line or the Road.

(f) THE ROOF. Pitch on any Structure shall not be less than 6 and 12 unless first approved in writing by the Architectural Review Committee.

(g) All Primary Dwellings will have brick, stone or drivit type product on all four sides of the foundation, no exposed block. All Structures are to be of traditional styling and approved in writing by the Architectural Review Committee.

ARTICLE IV ARCHITECTURAL REVIEW COMMITTEE

(a) APPROVAL OF ARCHITECTURAL REVIEW COMMITTEE. No Structure, building, or fence shall be commenced, erected, placed, moved onto or permitted to remain on a Tract, nor shall any existing Structure within the Property be altered in any way which materially changes the exterior appearance thereof until same is submitted to and approved by the Architectural Review Committee (herein "the Architectural Review Committee", "the ARC" or the Committee"). The ARC will be provided with such plans and specifications which will be in a form and shall contain such information, as may be reasonably required by the Architectural Review Committee and shall include but not necessarily be limited to:

1. a site plan of the Tract showing the location, height, and exterior design (including a summary of all proposed materials together with samples of exterior materials and paint colors) of all Structures and improvements proposed to be constructed on the Property; paint colors preferably should be earth tone. Bright colors are discouraged and will be denied;

(b) COMPOSITION OF THE COMMITTEE. The Architectural Review Committee (the "Committee") shall be composed of Connor Farmer until such time as Highway 13, LLC shall have no ownership interest in the Property. Highway 13, LLC may elect to substitute Connor Farmer with two (2) Owners within the Property prior to selling all the Property. At such time as the Developers have sold all of the Property, the Committee shall be comprised of at least one (1) individual who is an Owner of a Tract within the Property and who is elected by a majority of the fee simple Owners of the Tracts within the Property at such time.


(c) BASIS FOR DISAPPROVAL OF PLANS:

1. The scope of review by the Committee shall be limited to appearance, improvement location and square footage size. The purpose of the Committee is to promote quality development on the Parcels and not necessarily to impose requirements concerning the type of Structure or the design of such Structures on the Parcels. THE ARC DOES NOT ASSUME OR ACCEPT BY THE FILING HEREOF ANY RESPONSIBILITY OR AUTHORITY TO REVIEW FOR STRUCTURAL SOUNDNESS, COMPLIANCE WITH BUILDING OR ZONING CODES OR STANDARDS, OR ANY OTHER FACTORS.

ARTICLE V ROADS AND EASEMENTS

(a) There exists a road (the Road) entering the Property from the north line of the Property from Southern Lane and continuing in a southerly and southeasterly direction to the southeast corner of the Development Property and on in a southerly direction south of the Development Property to a point where the Road splits into two segments, both of which enter the Property at the north line of the Property. To the best knowledge and belief of Highway 13, LLC, the Road is a prescriptive

public road.


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1. The Road

A. GRANTS, RESERVATIONS AND CONDITIONS RELATIVE TO THE ROAD.

Grantor hereby establishes, reserves and remises, releases, quitclaims, grants, sells and conveys;

(i) A non exclusive, perpetual easement, sixty (60) feet in width, running with the land for vehicular, pedestrian and horse ingress and egress and for utilities and drainage over, across, above and under the Road to the Tract Owners, the Owner(s) of the Property ("Property"), their heirs, successors and assigns; and,

(ii) To the Service Providers and the Utility Companies, a non exclusive easement for ingress and egress along the Road for the purpose of providing services and utilities to the Property.

TO HAVE AND TO HOLD TO THE TRACT OWNERS, THE OWNER(S) OF THE PROPERTY, THE SERVICE PROVIDERS, THEIR HEIRS, SUCCESSORS AND ASSIGNS FOREVER.

B. MAINTENANCE. The Road and the gate thereon located at the intersection of the north line of the Property and Southern Lane (the Gate) shall be maintained for normal maintenance in equal shares by the owners of all parcels of land within the Property.

C. INDIVIDUAL REPAIR. If any Owner (their guests, contractors, agents or invitees) cause extraordinary damage to the Road or the Easement, such Owner shall be responsible to immediately repair such damage. The Road and Easement are designed for light residential traffic and care must be taken during construction on the Property not to damage the Road or the Easement.

ARTICLE VI Miscellaneous

(a) ANIMALS. No dog kennels for commercial purposes will be allowed. No cows, swine or chickens will be allowed, and no commercial breeding of any animal will be allowed. Horses are allowed, however, there shall be no more than one (1) horse per 2.8 pastured and fenced acres located within the Property.

(b) No obnoxious or offensive activity shall be carried on upon the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Property, the Common Area or the Road. Without limiting the generality of the foregoing, it is the intent of Highway 13, LLC and this Declaration to restrict the use of the Property from any activity which will detract from a high quality residential estate subdivision. Accordingly, no commercial vehicle or any inoperable motor vehicle shall be allowed on the Property. Nor shall the Property be used as a dumping ground for rubbish, trash, garbage or other waste and such shall not be kept except in sanitary containers. The Property shall be maintained in a neat and orderly fashion at least to the extent of visibility from the Road or any other Tract.

(c) Tracts within the Property may be re-subdivided provided that the resulting lots after creation of such subdivision shall each be a minimum of a twenty (20) acres and in accordance with the Shelby County, Alabama regulations regarding subdivision.

(d) GRANTEE'S ACCEPTANCE. The grantee of any Tract subject to the coverage of this

Declaration, by acceptance of the deed or other instrument conveying an interest in or title to, or the execution of a contract for the purpose thereof, whether from Owner or a subsequent Owner of such Tract, shall accept such deed or other contract upon and subject to each and all of these restrictions herein contained and other easements, restrictions and reservations of record.

(e) DURATION AND AMENDMENT. The restrictions contained in this Declaration shall run with and bind the Property and, shall inure to the benefit of and shall be enforceable by the ARC and the Owner of any real property their respective legal representatives, heirs, successors and assigns until the 31st day of December, 2025, after which time said restrictions shall be automatically extended for successive periods for ten (10) years. This Declaration may not be amended in any respect except by the execution of an instrument which shall be signed by 2/3 of the Owners of the Property, which instrument shall be filed for recording among the Land Records of Shelby County, Alabama, or in such other place of recording as may be appropriated at the time of the execution of such instrument. No amendment, expiration or termination of this Declaration shall void any of the easements granted or reserved herein.

(f) ENFORCEMENT. In the event of a violation or breach of any of these restrictions or any amendments thereto by the Owner of any Tract within the Property, or employee, agent, or lessee of such Owner, the other Owner(s) of real property within the Property, 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 for any amounts required to be paid hereunder, or take all such courses of action at the same time, or such legal remedy deemed appropriate. No delay or failure on the part of an aggrieved party to initiate and available remedy set forth herein shall be held to be a waiver of that party or of any other party to assert any right available to him upon the recurrence of continuation of said violation or the occurrence of different violations. 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 proceeding who succeeds in enforcing a restriction or enjoining the violation of a restriction against a Tract Owner shall be awarded as reasonable attorney's fee against such Tract Owner, and shall have the right to place recorded lien on any Tract for purpose of securing the payment of any amounts owing by a Tract owner under this Declaration and such lien may be enforced in the same manner as foreclosure of a mortgage under the law of the State of Alabama.

(g) MODIFICATION OF THESE COVENANTS BY DEVELOPER.

Notwithstanding anything to the contrary contained herein, Highway 13, LLC reserves the right to unilaterally modify these covenants with respect to any Tract owned by Highway 13, LLC jointly at any time without the necessity of obtaining approval from any Tract Owner or Tract Mortgagee. Any such modification shall only apply to Developer Owned Tract(s).

(h) PROPERTY SOLD AS IS WHERE IS. By accepting a Deed or Mortgage to a Tract, such Owner and/or Mortgagee acknowledges that Highway 13, LLC has no further responsibility with respect to the Property, the Road, the Easement or improvements located thereon, it being expressly understood that all Tracts and any improvements including the Road and Easement are sold AS IS/WHERE IS.

(i) ARBITRATION. Any controversy or claim between a Lot Owner and Highway 13, LLC, which may properly be submitted to arbitration, shall be settled under common law arbitration by arbitration in accordance with the rules of the American Arbitration Association, and judgment on

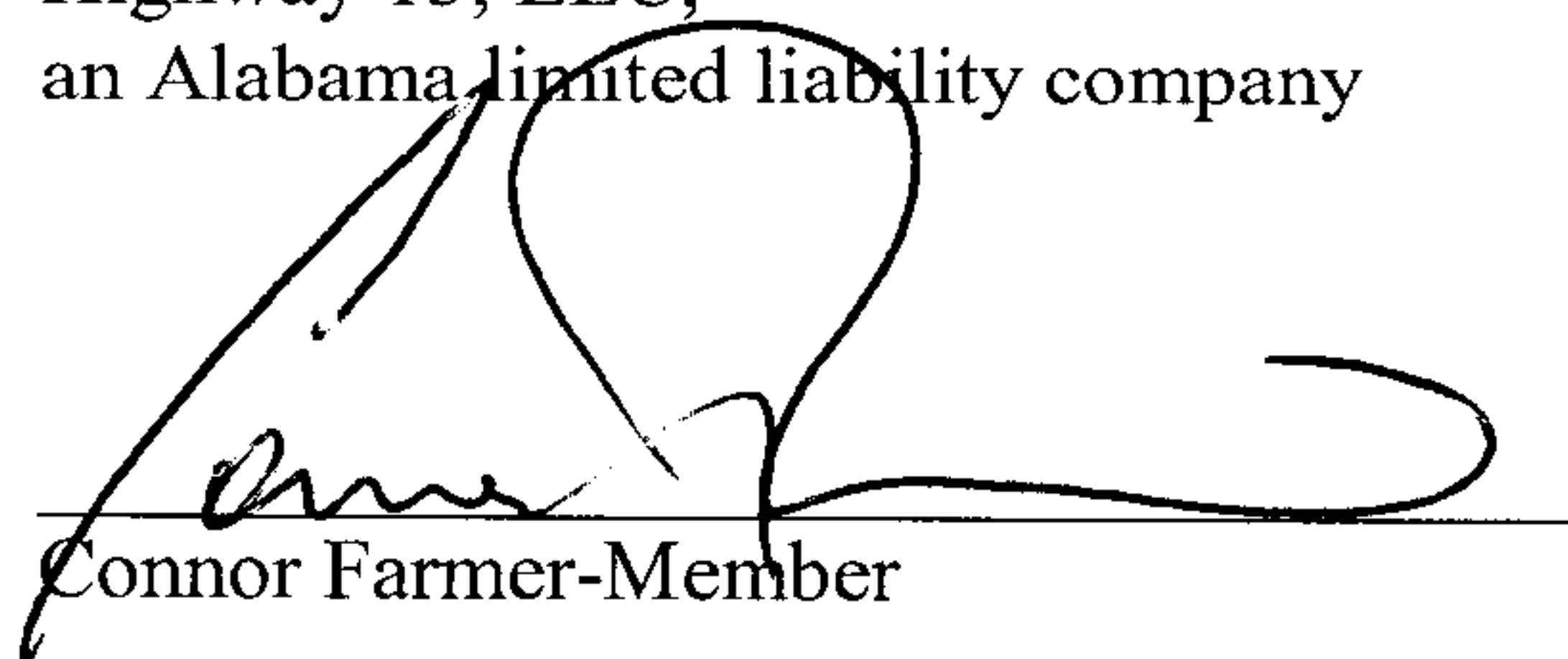
the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Each party to such claim or controversy shall appoint one person as an arbitrator to hear and determine the dispute and if they shall be unable to agree, then the two arbitrator whose decision shall be final and conclusive upon the parties hereto. The expenses of such arbitration shall be borne by the losing party or is such proportion as the arbitrators shall decide. The successful party shall recover as expenses and costs all reasonable attorney's fees incurred by him/her in connection with the arbitration proceeding or any appeals therefrom. In the event any such controversy or claim is not properly submissible to arbitration, the Tract Owner having such claim or controversy with Highway 13, LLC, irrevocably waives all right to trial by jury in any court in any such action.

(j) NOTICES. Any notice to be given under these covenants shall be in writing and be sent by certified mail, return receipt requested and shall be effective if given to the Tract Owner to whom such notice is directed at either; 1. The address provided by such Tract Owner(s) to the other Tract Owner(s); or 2. At the address maintained by the Tax Collector of Shelby County, Alabama for such Tract Owner (herein the "Authorized Address"). Mailing postage prepaid, by certified mail, to the Authorized Address shall conclusively mean receipt by the Tract Owner to whom such notice is intended. In the event such notice is for repair or maintenance on the Road or for the Easement, the failure of any Tract Owner to respond to any such notice within thirty (30) days of the date of such notice shall be conclusively deemed an Affirmative Vote by such non responding Tract Owner to the proposed maintenance or repairs.

(l) GRANTEE'S ACCEPTANCE. The grantee of any Tract subject to the coverage of this Declaration, by acceptance of the deed or other instrument conveying an interest in or title to, or the execution of a contracts for the purchase thereof, whether from Highway 13, LLC or a subsequent Owner of such Tracts, shall accept such deed or other contracts upon and subject to each and all of the restrictions, conditions and easements herein contained and other easements, restrictions and reservations of record.

IN WITNESS WHEREOF, the undersigned, Highway 13, LLC have caused this Declaration to be executed as of the 10th day of August, 2015.


Highway 13, LLC,
an Alabama limited liability company



Connor Farmer-Member

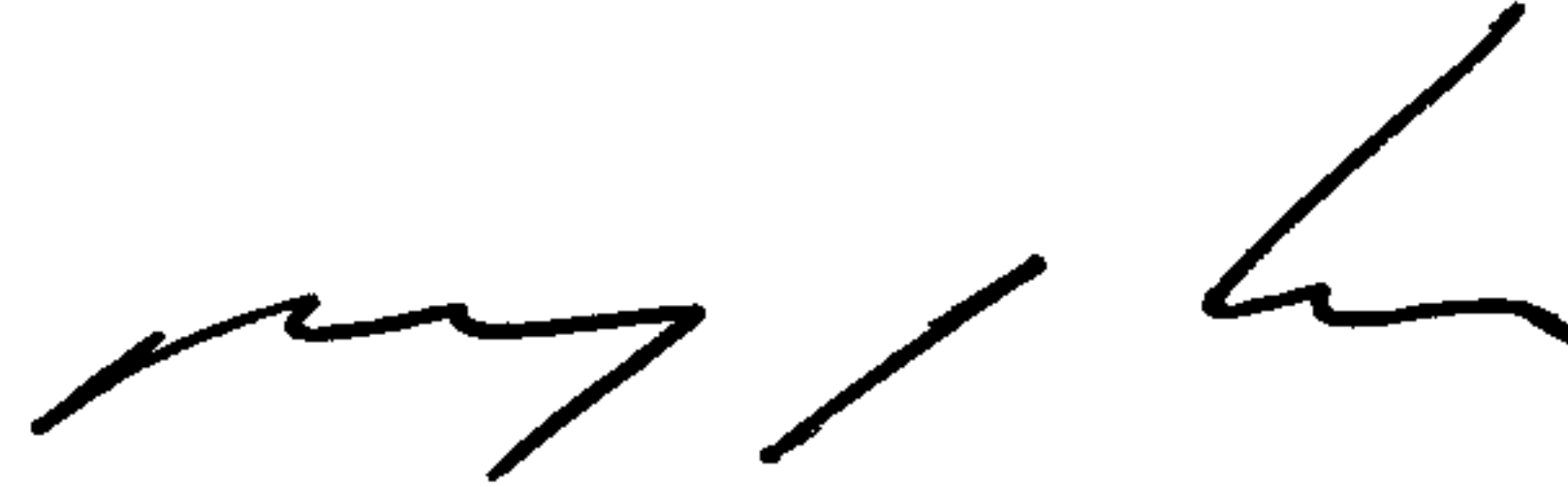
Notary on next page

STATE OF ALABAMA
SHELBY COUNTY


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Shelby Cnty Judge of Probate, AL
08/26/2015 09:28:23 AM FILED/CERT

I, the undersigned, a Notary Public in and for said County, in said State hereby certify that Connor Farmer, whose name as Member of Highway 13, LLC is signed to the foregoing Declaration of Restrictive Covenants and who is known to me, acknowledged before me, that, being informed of the contents of the Declaration of Restrictive Covenants, he as such Member executed the same voluntarily and as the act of Highway 13, LLC on the day the same bears date.

Given under my hand and seal this the 10th day of August, 2015.



Notary Public

