

DECLARATION OF COVENANTS AND RESTRICTIONS OF CHANDALAR SOUTH TOWNHOUSE ASSOCIATION, INC

This Declaration of Covenants and Restrictions, which will supersede those original Declarations of Covenants and Restrictions and revised August 13, 2012, is made by the owners of the Chandalar South Townhouse Association, Inc., each acting herein in its own behalf, hereinafter sometimes collectively referred to as "Declarants", is as follows:

W I T N E S S E T H:

WHEREAS, Declarants are the owners of all of the Lots in Chandalar South Townhouse Subdivision, a subdivision situated in Shelby County, Alabama, more particularly described as follows, to-wit: See Attachment "A" for a plat and legal description of the property. NOW, THEREFORE, Declarants hereby declare that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

Section 1. "*Association*" shall mean and refer to CHANDALAR SOUTH TOWNHOUSE ASSOCIATION, INC., its successors and assigns.

Section 2. "*Owner*" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, but excluding those having some interest merely as security for the performance of an obligation.

Section 3. "*Properties*" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within and which falls under the jurisdiction of the Association.

Section 4. "*Common area*" shall mean all real property owned by the Association for the common use and enjoyment of the Owners; the Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

That area designated as "Common Area" shown on Attachment "A".

Section 5. "*Lot*" shall mean and refer to any plot of land designated as Units A through D in Lot 1 of Attachment "A", and any of sixteen (16) units in the proposed Lots 2,3 and 4 of Attachment "A", including the land under the front and back patios and any additional like plats of land that may be added by Declarants as set out herein.

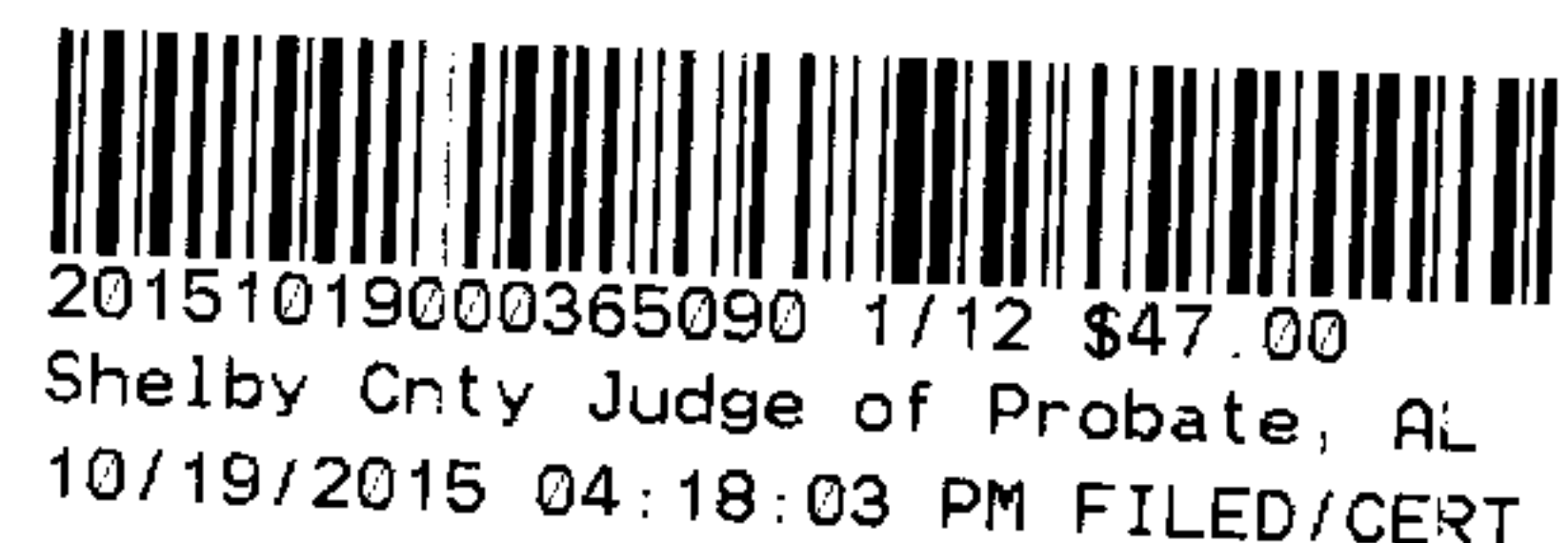
Section 6. "*Declarants*" shall mean and refer to all owners of a fee simple title to any Lot which is a part of the Properties and their successors or assigns.

Section 7. "*Member*" shall mean and refer to every person or entity that holds membership in the Association.

ARTICLE II

Property Rights

Section 1. *OWNER'S EASEMENT OF ENJOYMENT.* Every Owner shall have a right



and easement of enjoyment in and to the common area, which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use the recreational facilities by an Owner for any period during which any assessment against his lot remains unpaid; and for any infraction of its published rules and regulations until such owner is in compliance;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for easement or such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless agreed upon by a majority vote of those present at a meeting of members entitled to cast, or of proxies entitled to cast a vote.

(d) The right of the Association to limit the number of guests of members;

(e) The right of the Association, in accordance with its Articles and by-laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said properties and the right of such mortgage in such properties shall be subordinate to the rights of the homeowners hereunder;

(f) The right of the Association, through its Board of Directors, to determine the time and manner of use of the recreation facilities by the members.

Section 2. *DELEGATION OF USE*. Any Owner may delegate, in accordance with the by-laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchases who reside on the property.

ARTICLE III

Membership and Voting Rights

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment.

Section 2. The Association shall have two (2) classes of membership: voting and non-voting.

Class A. Class A members shall be all Owners, their successors and assigns, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

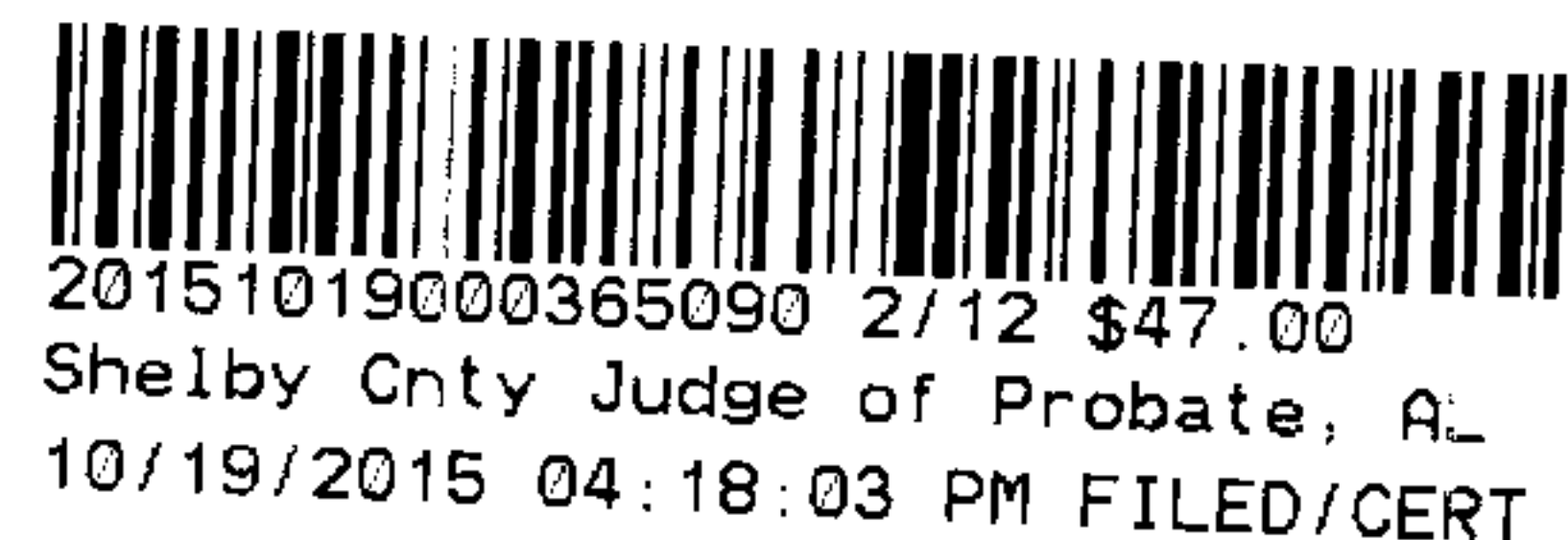
Class B. The Class B member shall be non-voting members who have paid for a recreational membership.

ARTICLE IV

Covenant for Maintenance Assessments

Section 1. *CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS*. Each Owner of any lot, hereby covenants, and by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association:

Section 1. *ANNUAL ASSESSMENTS*. Annual assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and



reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due and his successors in title.

Section 2. *PURPOSE OF ASSESSMENTS*. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvements and maintenance of the Common Area and of the *exterior of the dwellings* situated upon the Properties, as well as for the common expenses necessary to administer the Association.

Section 3. *MAXIMUM ANNUAL ASSESSMENT*. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be Three Hundred forty-eight Dollars (\$348.00) per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased above five percent(5%) by a majority vote of those present at a meeting of members entitled to cast, or of proxies entitled to cast a vote, at a meeting duly called for this purpose.

(b) The Board of Directors shall fix the annual assessment at an amount necessary to meet the financial obligations of the Association.

Section 4. *SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS*. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area or dwellings, including fixtures and personal property related thereto, provided that any such assessment shall have a majority vote of those present at a meeting of members entitled to cast, or of proxies entitled to cast a vote, at a meeting duly called for this purpose.

Section 5. *NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 3 AND 4*. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than (30) days, nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of *the* membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. *RATE OF ASSESSMENT*. Both annual and special assessments must be fixed at a uniform rate.

Section 7. *DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: Due Dates*.

The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors, and, unless otherwise provided, the Association shall collect each month from the Owner of each Lot one-twelfth (1/12) of the annual assessment for such Lot. The Association shall furnish, upon demand and for a reasonable charge, a certificate signed by an



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officer of the Association setting forth whether the assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. *EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION.* Any assessments that are not paid when due, shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each such Owner, by his acceptance of a deed to any Lot, hereby expressly vests in the Chandalar South Townhouse Association, Inc., or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on a real property, and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Lot Owners. The Association, acting on behalf of the Lot Owners shall have the power to bid in an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. *SUBORDINATION OF THE LIEN TO MORTGAGES.* The lien of the assessments provided herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. No sale or transfer shall relieve such lot from liability for any assessments past due or thereafter becoming due or from the lien thereof.

Section 10. *EXEMPT PROPERTY.* All Properties dedicated to, and accepted by, a local public authority, the Common Area, and all Properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Alabama shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said Assessments.

Section 11. *MANAGEMENT AGREEMENTS.* Each Owner of a lot hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Association. A copy of all such agreements shall be available to each Owner. In no event shall such management agreement be cancelled prior to the effecting by the Association or its Board of Directors of a management agreement with a party or parties, which new management agreement will become operative immediately upon the cancellation of the preceding management agreement.

Section 12. *INSURANCE ASSESSMENTS.* The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain insurance for all the buildings owned by the Association against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost or any repair or reconstruction work in the event of damage or destruction from any hazard, and shall also obtain a broad form public liability policy covering all Common Area, and all damage or injury caused by the negligence of the Association or any of its agents. Said insurance may include coverage against vandalism. Premiums for all such insurance shall be common expenses. Insurance proceeds, shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a federal governmental agency with the provision agreed to by said bank or institution that such funds may be withdrawn by the Board of Directors, or by an agent duly



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authorized by the Board of Directors. The Board of Directors shall negotiate with any contractor, for the repair, reconstruction, or rebuilding of such destroyed building or buildings. In the event the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding to the same condition as formerly, the Board of Directors shall levy a special assessment against all members of the Association, as established by Article IV, Section 4, above, to make up any deficiency for repair or rebuilding of the Common Area. Section 13. *OWNERS INSURANCE REQUIREMENTS*. Each Owner shall be responsible, at his own expense, to provide as he sees fit, hazard insurance, liability insurance, flood insurance, theft and other insurance covering real and personal property. The Association does not provide any insurance for owner's real or personal property.

ARTICLE V

Architectural Control

No building, fence, wall or other structure shall be erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within ninety (90) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been complied with fully.

ARTICLE VI

Party Walls

Section 1. *GENERAL RULES OF LAW TO APPLY*. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

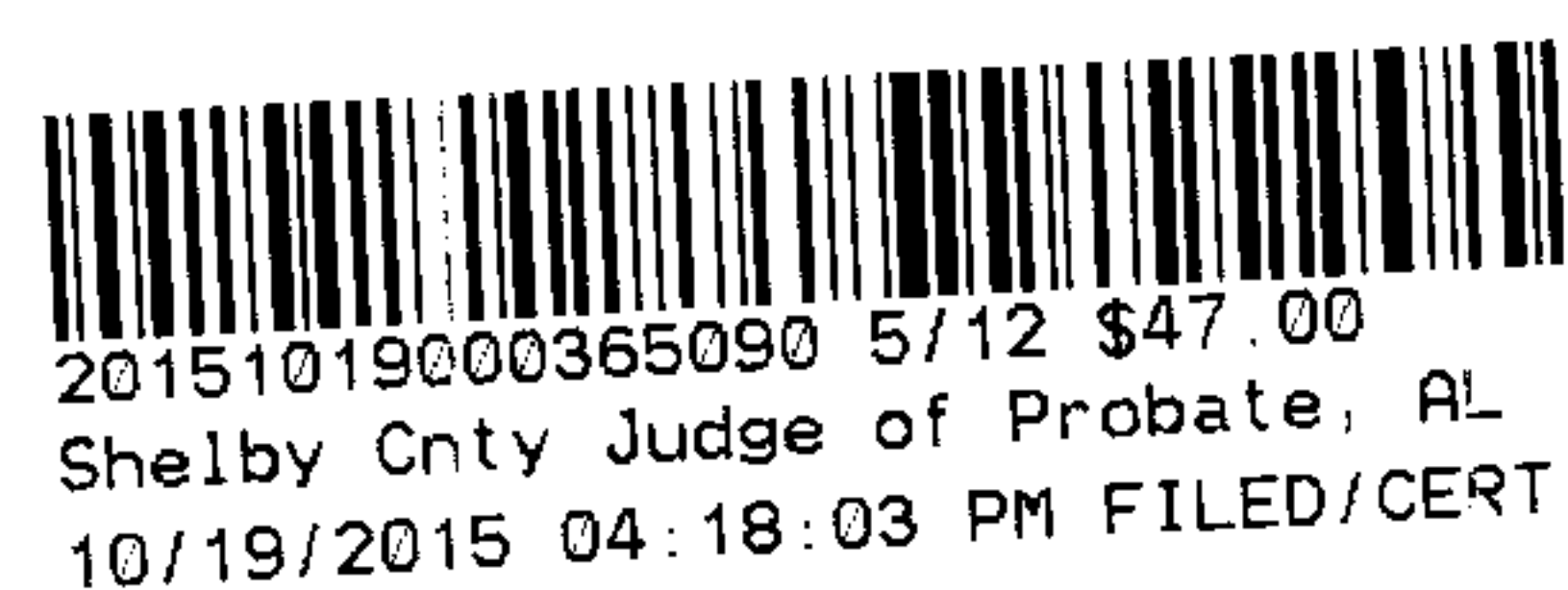
Section 2. *SHARING OF REPAIR AND MAINTENANCE*. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in equal proportions to such use.

Section 3. *DESTRUCTION BY FIRE OR OTHER CASUALTY*. If a party wall is destroyed or damaged by fire or other casualty, then, any Owner who has used the wall shall restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. *WEATHERPROOFING*. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. *RIGHT TO CONTRIBUTIONS RUNS WITH LAND*. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5. *ARBITRATION*. In the event of any dispute arising concerning a party wall,



or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefore, the Board of Directors of the Association shall select an arbitrator for the refusing party.

ARTICLE VII

Exterior Maintenance

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each lot which is subject to assessment hereunder, as follows: routine maintenance and minor repairs to roofs not to exceed the owner's homeowner's insurance deductible or \$1,000.00, whichever is lower, per unit per twelve (12) month period, routine maintenance of gutters, downspouts, exterior building and surfaces, fences, trees, shrubs, grass, walks outside the patios, and other exterior improvements, limited to cleaning, painting, repair, replacement and care of as deemed necessary by the Board of Directors to uphold the natural beauty and aesthetics of the neighborhood. Owners shall be responsible for their roofs, other than routine maintenance and must comply with the roof restrictions as listed in Article VIII, Section 1 (a). Exterior wall surfaces include all walls except those interior walls of the patio fence. Such exterior maintenance shall not include glass surfaces, screens and screen doors, exterior door and window fixtures, other hardware, and the interior of the front and back patios. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family or guests, or invitees, and not covered or paid for by insurance on such Lot, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.

ARTICLE VIII

Use Restrictions

Section 1. Said property is hereby restricted to residential dwellings for residential use. All buildings or structures erected upon said property shall be of new construction and no buildings or structures shall be moved from other locations onto said property and no subsequent buildings or structures other than townhouse apartment buildings being single-family townhouses joined together by a common exterior roof and foundation, shall be constructed. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any portion of said property at any time as a residence either temporarily or permanently.

- (a) All roofs must be shingle and color and texture of shingles on any one building must be cohesive. No metal roofs are allowed. It is the owner's responsibility to notify the Board of Directors or the Architectural Committee for approval in the event that a roof must be replaced. No more than two layers of shingles may remain on any roof at any one time.
- (b) Exterior Siding on the buildings and exterior fences must remain cohesive in style and color. No owner may replace, remove or paint the exterior siding or fence without the approval of the Board of Directors or the Architectural Committee.
- (c) Exterior windows, doors, and trim are limited in color to black, white, brown, tan, beige, brick red, and wooden.

Section 2. Each Lot shall be conveyed as a separately designed and legally described free held estate subject to the terms, conditions and provisions hereof.

Section 3. No automobiles or other vehicles will be stored on any Lot or Common Area or kept on blocks. No boats, utility trailers, recreational vehicles, travel trailers, tractor trailers or trucks in excess of the 1-ton classification may be stored on the property.



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Section 4. No animals, livestock or poultry of an kind shall be raised, bred or kept on any of said Lots, except that dogs, cats (preferably limited to two per household) or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

Section 5. No sign shall be nailed or attached to trees or fences. No advertising signs (except one of no more than three square feet "For Rent" or "For Sale" sign per parcel), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on said property, nor shall said property be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any townhouse or any resident thereof. No business activities of any kind whatever shall be conducted in any building or in any portion of said property.

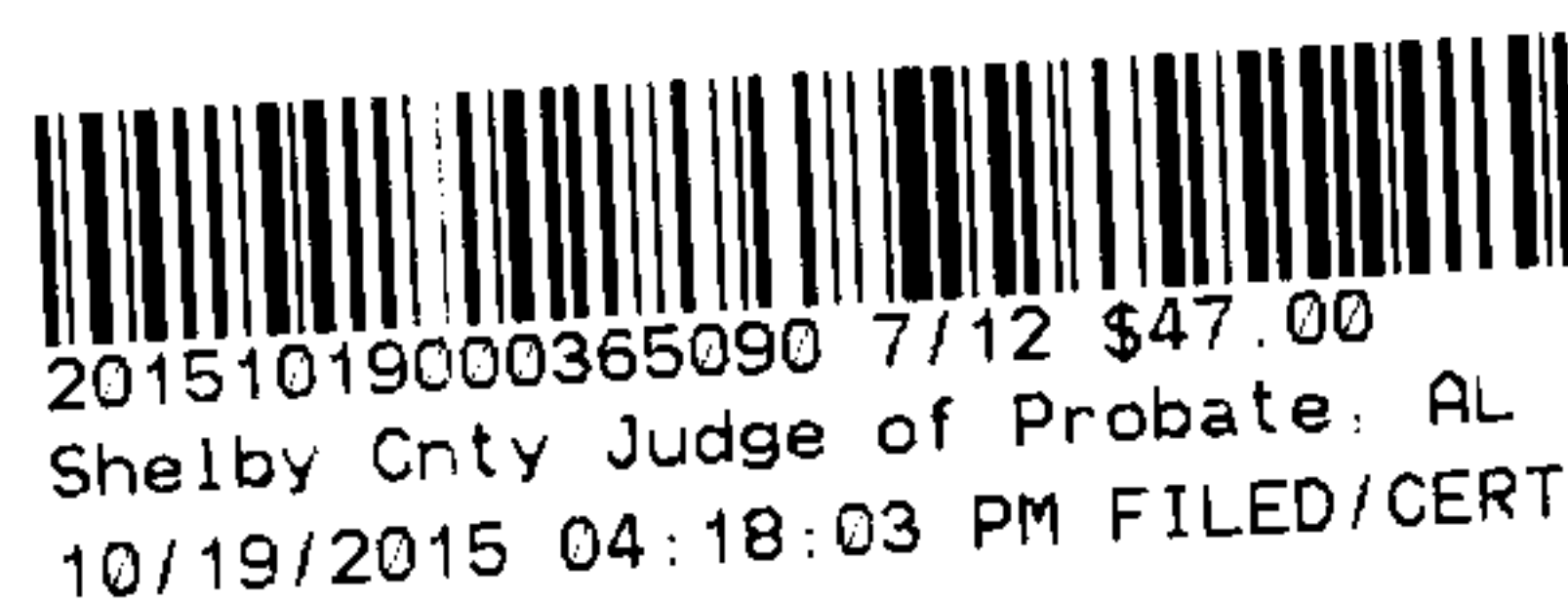
Section 6. All clotheslines, antennas, equipment, garbage cans, service yards, woodpiles, or storage piles shall be kept below the height of the fencing so as to conceal them from view of neighboring townhouses and streets. No towels, signs, or anything else shall be placed on top or on the exterior sides of the walls or fences around the patios. All rubbish, trash, or garbage shall be regularly removed from the premises by Owners, and shall not be allowed to accumulate thereon. All clotheslines shall be confined to patio areas below the height of the enclosing fence.

Section 7. Except in the individual patio areas appurtenant to a townhouse and enclosed by the fence on the boundaries of the lots, no planting or gardening shall be done, no fences, hedges or walls shall be erected or removed on said property except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Board of Directors of the Association, or their designated representative. Owners of the Lots shall be responsible for the maintenance of their respective front and back patio areas, and may plant gardens or trees, and otherwise use the patio areas. However, any objects or structure may not be higher than 48" around the front patio areas and may not be higher than the fence around the rear patio areas. Trees, shrubbery, and bushes do not apply here. Except for the right of ingress and egress, the Owners of Lots are hereby prohibited and restricted from using any of said property outside the exterior building lines, and front and rear patios, except as may be allowed by the Board of Directors of the Association. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all Owners of Lots in Chandalar South Townhouses, and is necessary for the protection of said Owners.

Section 8. Any cooperative action necessary or appropriate to the proper maintenance and upkeep of the Common Area, and all exteriors and roofs of the townhouses, including but not limited to, recreation and parking areas and walks, shall be taken by the Board of Directors or by its duly delegated representative.

Section 9. All fixtures and equipment installed within a townhouse, and all fixtures and equipment, including wiring and piping, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior walls of a townhouse or pass through or under the patio walls shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act or any work that will impair the structural soundness or integrity of another townhouse or impair any easement nor do any act nor allow any condition to exist which will adversely affect the other townhouses or other Owners.

Section 10. Without prior written approval and the authorization of the Board of Directors, no exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the property common area, nor on the patios, nor upon any structure situated upon the property other than an aerial for a master antenna system, should any such master system or systems be utilized and require



any such exterior antenna. No satellite, microwave dishes or television or radio antennas shall be placed on any Lot that exceeds 24" in diameter.

Section 11. No action shall at any time be taken by the Association or its Board of Directors that in any manner would discriminate against any Owner or Owners in favor of the other Owners.

Section 12. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or the other owners or detract from the overall beauty and safety of the neighborhood.

(a) Articles such as bicycles, children's toys, coolers, tools, wheelbarrows and other such equipment is to be stored at the rear of the building so as not to be visible from the street.

Section 13. Each Lot comes with designated parking spaces, therefore, no regular parking of vehicles on streets, however visitor parking is allowed.

Section 14. Mailboxes are to be consistent throughout the neighborhood and subject to approval by the Board of Directors or Architectural Committee.

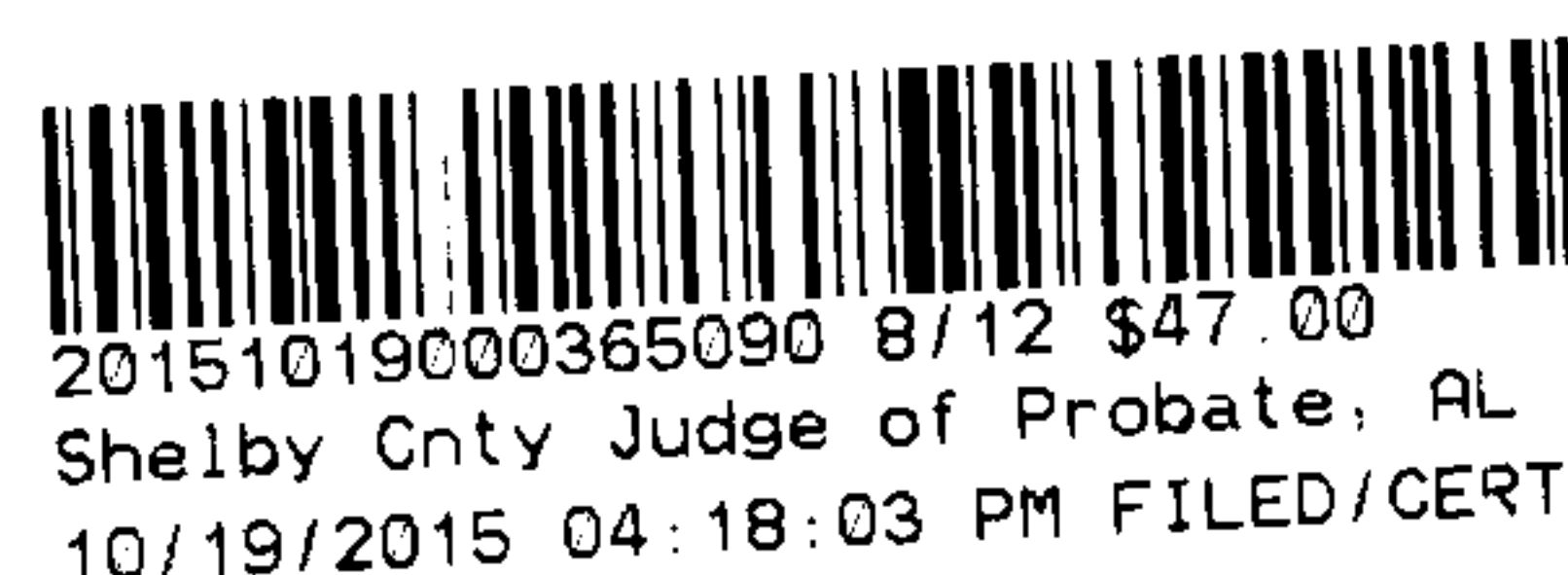
ARTICLE IX

Easements

Section 1. Each townhouse and the patios included in the Lots, and the property included in the Common Area shall be subject to an easement for encroachments created by construction, settling and overhang, as originally designed or constructed. A valid easement for said encroachments, for the maintenance of same, so long as it stands, shall, and does exist. In the event the multi-family structure containing two or more townhouses is partially or totally destroyed, and then rebuilt, the Owners of the townhouses so affected agree that minor encroachments or parts of the adjacent townhouse units or Common Area due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

Section 2. There is hereby created a blanket easement upon, across, over and under all of the Common Area and streets of said property and the front and back patios of the Lots, as set out in Attachment "A", for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewers, gas, telephones and electricity, and a master television antenna system. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone company to install and maintain the necessary equipment on said property and to affix and maintain electrical and /or telephone wires, circuits and conduits on, above across and under the roofs and exterior walls of said townhouses. An easement is further granted to all police, fire protection, ambulance and all similar persons to enter upon the streets, including the easement for ingress and egress in Attachment "A" and the Common Area in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and to any management company elected by the Association to enter in or to cross over the Common Areas provided for herein. Notwithstanding

anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said property except as initially programmed and approved by the Board of Directors of the Association. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recorded document, the Board of Directors of the Association shall have the right to grant such easement on the Common Area without conflicting with the terms hereof. The



easements provided for in this Article IX shall in no way affect any other recorded easement on said premises.

ARTICLE X

General Provisions

Section 1. *ENFORCEMENT*. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so hereafter.

Section 2. *SEVERABILITY*. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. *AMENDMENT*. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the Owners of not less than ninety percent (90%) of the Lots and thereafter may be amended at a regular or special meeting of the members by a vote of a majority of a quorum of members present in person or by proxy. Any amendment must be recorded.

ARTICLE XI

Sewer Agreement

Upon the installation and/or activation of a sanitary sewer system and/or sanitary facility utilizing a package plant or holding pond, any part of which is one hundred (100) feet from the nearest portion of any of the lots, the Owners will connect to said sanitary facility within ninety (90) days after notification that sanitary facility is available and active and will abandon the use of any septic tank and disposal field. This requirement shall be binding upon the heirs, administrators and assigns of the Owners and shall run with the land. In the event the sewer or other sanitary facilities become available and Owners are required to connect to the facilities as set out herein, the Association shall have the responsibility of maintaining such facilities if they are not maintained by a municipality or other governmental agency. Declarants, their successors and assigns, as well as any governmental unit shall have the right to construct and install sewers or other sanitary facilities in compliance with the terms of this Article in the Common Area.



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ATTACHMENT "A" - Page 1

Because this plat could not be recorded in this Declaration of Covenants, Conditions and Restrictions without taking several pictures of the single plat, this plat is recorded in Map Book 6, Page 6, in the Office of the Judge of Probate of Shelby County, Alabama. The plat recorded in said map book and page is incorporated herein and made a part hereof as fully as if set out herein.

ATTACHMENT "A" - Page 2

Legal Description of Property Included in Declaration of Covenants, Conditions and Restrictions Commence at the Southeast corner of said 1/4-1/4 Section, thence in a Northerly direction along the East line of said 1/4-1/4 Section a distance of 100.05 feet, thence 88 degrees, 06 min 15 sec left in a Westerly direction a distance of 404.70 feet, thence 55 degrees 23 min right in a Northwesterly direction a distance of 173.48 feet to the point of beginning; thence 90 degrees right in a Northeasterly direction a distance of 296.43 feet; thence 90 degrees left in a Northwesterly direction a distance of 296.43 feet; thence 90 degrees right in a Northeasterly direction a distance of 55 feet; thence 81 degrees 55 min 30 sec left in a Northwesterly direction a distance of 140.87 feet; then 90 degrees left, measured from tangent of a curve to the left, said curve having a radius of 370.64 feet and a central angle of 8 degrees 04 min 30 sec, thence along arc of said curve in a Southwesterly direction a distance of 52.24 feet to end of said curve a distance of 169.72 feet to end of said curve; thence 90 degrees right in a Southwesterly direction a distance of 110 feet to the beginning of a curve to the left, said curve having a central angle of 47 degrees 49 min 15 sec and a radius of 255.55 feet, thence along arc of said curve a stance of 213.29 feet to end of said curve, thence continue in a Southwesterly direction a distance of 25.0 feet to the Northerly right of way line of Chandalar Drive, thence 90 degrees left in a Southeasterly direction along said right of way a distance of 60.0 feet, thence 90 degrees left in a Northeasterly direction a distance of 25.0 feet to the beginning of a curve to the right, said curve having a central angle of 47 degrees, 49 min, 15 sec and a radius of 195.55 feet, thence along arc of said curve a distance of 163.21 feet to the end of said curve, thence continue in a Northeasterly direction a distance of 221.24, thence 90 degrees right in a Southeasterly direction a distance of 151.43 feet to the point of beginning. Located in the Southwest Quarter of the Southeast Quarter of Section 1, Township 20 South, Range 3 west, Shelby County, Alabama. Subject to easements and restrictions of record.

ATTACHMENT "A" - Page 3

The following property is owned by Declarant. The property set out in Attachment "A", Page 3, is included in the Declaration of Covenants, Conditions and Restrictions and is covered by said Declaration of Covenants, Conditions and Restrictions and is included in this legal description. Also contained in this legal description is additional property adjacent to the property set out in Attachment "A", Page 3, which is owned by Declarant and which may b brought into this Declaration of Covenants, Conditions and Restrictions and the Articles of Incorporation of Chandalar South Townhouse Association, Inc., hereinafter at the option and election of the Declarant, its successors and assigns.

A parcel of land located in the West Half of the SE-1/4 of Section 1, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Commence at the Southeast corner of the SW-1/4 of the SE-1/4 of said Section, thence in a Northerly direction along the East line of said 1/4-1/4 section a distance of 100.05 feet to the point of beginning, said point being on the North line of an Alabama Power Company transmission line right of way; thence 88 degrees 15 min left in a Westerly direction along said right of way line a distance of 404.70 feet, thence 55 degrees 23 min right in a Northwesterly direction along said right a way a distance of 324.9 feet, thence 90 degrees left in a Southwesterly direction a distance of 221.24 feet to the beginning of a curve to the left, said curve having a central angle of 47 degrees 49 min 15 sec and a radius of 195.55 feet, thence



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along arc of said curve a distance of 163.21 feet to the end of said curve, then continue in a Southwesterly direction a distance of 25.0 feet to the Northerly right of way line of Chandalar Drive, thence 90 degrees right in a Northwesterly direction along said right of way line of Chandalar Drive a distance of 25.0 feet to the beginning of a curve to the right, said curve having a central angle of 47 degrees 49 min 15 sec and a radius of 255.55 feet to the end of said curve, thence continue in a Northeasterly direction a distance of 221.24 feet to a point, said point being on the North line of an Alabama Poser Company transmission line right of way; thence 90 degrees left in a Northwesterly direction a distance of 355.09 feet, more or less, to a point on the Easterly bank of Bishop Creek, thence in a general Northeasterly direction a meandering line along said East bank to the intersection of the East line of said West Half of said SE-1/4, thence in a Southerly direction along said East line a distance of 2,234 feet, more or less to the point of beginning.

ATTACHMENT "A" - Page 4

Easement for Ingress and Egress

The Declarant herein, W.M. Humphries Development Company, Inc., does herewith reserve to himself, his heirs and assigns, a non-exclusive easement for ingress and egress along and upon the following described parcel:

60' Wide Right of Way for Ingress and Egress: Commence at the Southeast corner of said 1/4 - 1/4 of said Section, thence in a Northerly direction along the East line of said 1/4-1/4 Section a distance of 100.05 feet, thence 88 degrees 06 min 15 sec in a Westerly direction a distance of 404.70 feet, thence 55 degrees 23 min right in a Northwesterly direction a distance of 324.91 feet to the point of beginning; thence 90 degrees right in a Northeasterly direction a distance of 85.0 feet to the beginning of a curve to the right, said curve having a central angle of 90 degrees and a radius of 25 feet, thence along arc of said curve a distance of 39.27 feet to the end of said curve, then in a Southeasterly direction a distance of 126.43 feet, thence 90 degrees left in a Northeasterly direction a distance of 60.0 feet, thence 90 degrees left in a Northwesterly direction a distance of 341.43 feet, to the beginning of a curve to the right, said curve having a central angle of 90 degrees a radius of 48.05 feet, thence along arc of said curve a distance of 75.48 feet to the end of said curve, thence in a Northeasterly direction a distance of 86.08 feet to the beginning of a curve to the right, said curve having a central angle of 8 degrees 04 min 30 sec and a radius of 310.64 feet, thence along arc of said curve a distance of 43.78 feet, thence 90 degrees left, measured from tangent of said curve in a Northwesterly direction a distance of 60.0 feet, thence 90 degrees left, measured from tangent of a curve to the left, said curve having a radius of 370.64 feet and a central angle of 6 degrees 04 min 30 sec, thence along arc of said curve in a Southwesterly direction a distance of 52.2 feet to end of curve, thence continue in a Southwesterly direction a distance of 86.08 feet to the beginning of a curve to the left, said curve having a radius of 108.05 feet and a central angle of 90 degrees, thence in a Southeasterly direction a distance of 105.0 feet to the beginning of a curve to the right, said curve having a central angle of 90 degrees and a radius of 25 feet to end of said curve, thence in a Southwesterly direction a distance of 106.24 feet to the beginning of a curve to the left, said curve having a central angle of 47 degrees 49 min 15 sec and a radius of 255.55 feet, thence along arc of said curve a distance of 213.29 feet to end of said curve, thence continue in a Southwesterly direction

a distance of 25.0 feet to the Northerly right of way line of Chandalar Drive, thence 90 degrees left in a Southeasterly direction along said right of way a distance of 60.0 feet, thence 90 degrees left in a Northeasterly direction a distance of 25.0 feet to the beginning of a curve to the right said curve having a central angle of 47 degrees 49 min 15 sec and a radius of 195.55 feet, thence along arc of said curve a distance of 163.21 feet to the end of said curve, thence in a Northeasterly direction a distance of 221.24 feet to the point of beginning. Located in the Southwest Quarter of Section 1, Township 20 South, Range 3 West, Shelby County, Alabama. more or less, to a point on the Easterly bank of Bishop Creek, thence in a general Northeasterly direction a meandering line along said East bank to the intersection of the East line of said West Half of said SE-1/4, thence in a Southerly direction along said East line a distance of 2,234 feet, more or less to the point of beginning. Southeast corner of said 1/4-1/4 Section, thence.



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IN WITNESS WHEREOF, for the purpose of revising the Declarations and Covenants of the Chandalar South Townhouse Association, Inc., under the laws of the State of Alabama, we, the undersigned, constituting the Board of Directors of this Association, in accordance with the guidelines set forth within this document, have hereunder set our hands this 13th day of August, 2012.

William R. Yancey

William R. Yancey

Brenda Stratton

Brenda Stratton

Gillian Waybright

Gillian Waybright

Cathy G. Klingensmith

Cathy G. Klingensmith

Keith Knowles

Keith Knowles

