

**DECLARATION OF RESTRICTIVE COVENANTS FOR
SPRINGSTONE MOUNTAIN**

KNOW ALL MEN BY THESE PRESENTS: That:

WHEREAS, Heritage Oaks LLC, ("the **Developer**") has heretofore acquired fee simple title to certain real property containing 132 +/- acres situated in Shelby County, Alabama, (the **Property**) that is described on **Exhibit A** attached hereto, Heritage Oaks LLC intends to subdivide the Property and to develop a residential estate subdivision to be known as Springstone Mountain and in doing so the Developer shall subject the Property to the restrictions and covenants set forth in this Declaration of Restrictive Covenants for Springstone Mountain (herein the "**Declaration**").

WHEREAS, the Developer desire to subject each Tract Owner and Tract as herein defined to membership in the Springstone Mountain Owners Association, Inc. (the "**Association**").

NOW THEREFORE, the Developer does, upon recording hereof, declare and make the Property and each of the Tracts hereafter included in the subdivision of 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 having or acquiring any right, title or interest in the Property, the Tracts, or any part(s) thereof, and shall be for the benefit of each such Owner of a Tract or interest therein, and shall inure to the benefit 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 portion of the Property other than a Road (as hereinafter defined) or easement. A Tract shall be established by meets and bounds description. The Developer may elect to record a record map of the Property showing the Tracts.
- (b) Primary Dwelling means a single family residential dwelling.

- (c) Outbuilding means a guest house, workshop, storage building or other structure which is not intended for permanent occupancy by human beings.
- (d) Structure, means a Primary Dwelling or Outbuilding.
- (e) Owner or Tract Owner means in the aggregate, all of the Owners in the aggregate of fee simple interests in and to any Tract and individually, the owner of a Tract.

Notwithstanding multiple ownership of any Tract, for the purposes of this instrument, no Tract shall be afforded more than the vote(s) to which they are entitled as hereinafter set out for any matters contained in this instrument. If a Tract is owned by more than one person or by an entity (other than a natural person), the Owner (or other natural person, if the Owner is an entity other than a natural person) entitled to cast the vote appurtenant to said Tract shall be designated by the Owners of a majority interest in the Tract. A voting member must be designated as the person entitled to cast the vote for all such owners of that Tract by a statement filed with the Association, in writing, signed under oath by the Owners of a majority interest in the Tract. The designation may be revoked and a substitute voting member designated at any time at least five (5) days prior to any meeting. If a designation of a voting member is not filed at least five (5) days prior to any meeting no vote shall be cast at such a meeting by or for said Tract Owner(s).

(f) Mortgagee, means the holder of any mortgage encumbering any Tract within the Property.

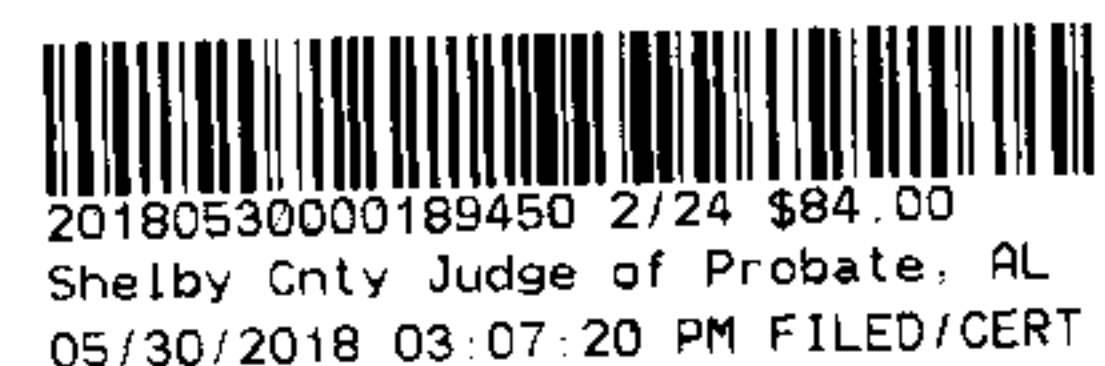
(h) Service Providers, means all providers of services for the maintenance, protection and benefit of the Tracts and Tract Owners including, but not limited to, fire departments, law enforcement agencies, Utility Companies, postal service, garbage collectors and any other provider of service which would benefit the Tracts or Tract Owners.

(i) Utility Companies, means all entities providing utility services to the Property including, but not limited to power, water, gas, telephone and cable television.

(j) Roadway means those roads hereinafter set forth in Article VI of this Declaration.

(k) Future Development Property means any real property contiguous to the Property acquired by the Developer, which Future Development Property is subjected to this Declaration.

(l) **Highway 41 Development, Inc.** is the corporation that controls the operation and maintenance of Springstone Trail and the Gate and Common Facilities all laying within the property and easement providing access to the Property. See the provisions of this Declaration as hereinafter set out in Article V. paragraph (b)



ARTICLE II

Land Use

The Property will be used for residential 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 PRIMARY DWELLING. No Tract shall contain more than one Primary Dwelling and no Primary Dwelling shall be erected on any Tract if such dwelling contains less than 3,000 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. Primary Dwelling or Outbuilding exterior materials shall be submitted for approval by the Architectural Committee as set out in ARTICLE IV.
- (c) DRIVEWAYS. All driveways servicing any Tract shall be asphalt, black colored concrete, brick pavers, or approved colors of stamped concrete as approved by the Committee (as herein defined).
- (d) BUILDING LOCATION. No Structures, other than fences, shall be located any closer than 150 feet from any Road nor shall any Structure other than fences be located any closer than 40 feet from any non-Road Tract line.
- (e) FENCING. The Committee shall have the right to approve any proposed fencing material and location of fencing. Wooden fencing, iron, wrought iron, or fencing approved by the Committee will be allowed. Certain types of wire or vinyl fencing may be allowed if not easily visible from the roads.
- (f) TEMPORARY STRUCTURES AND OUTBUILDINGS. Guest houses or other outbuildings may not be used for permanent residence. Guest houses and other outbuildings shall, subject to the approval of the Committee be allowed.
- (g) DESIGN CRITERIA The objective of the Committee hereinafter established is to provide for the quality development of all of the Tracts within the Subdivision.
- (h) 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 adjoining Tract or


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property line. No sewer or drainage lines shall be constructed or laid which shall empty on or become a nuisance to an adjoining Tract, property line or Road.

(i) WINDOWS. Only wood, vinyl clad or aluminum clad wooden windows are permitted unless specifically approved by the Committee.

(j) THE ROOF. Pitch on any Structure shall not be less than 9 and 12 unless first approved in writing by the Committee.

(k) ALL Primary Dwellings will have brick, stone, architectural precast or approved stucco material on all four sides of the foundation. All Structures are to be approved in writing by the Committee.

(l) ~~Deleted~~

(m) GARAGES. Garage doors shall not be permitted on the front of Primary Dwellings. In cases where it is unavoidable due to terrain, the garage interior shall be of approved material and painted, unless located on the side or rear of the Primary Dwelling. The Committee shall determine any exceptions because of design factors or terrain.

(n) CONSTRUCTION OF IMPROVEMENTS. When the construction of any Structure is once begun, work thereon must be prosecuted diligently and continuously and must be completed as soon as is reasonably possible.

(o) All roof vents and pipes shall be painted as near the color of the roof as possible.

(p) Tract Owners will be responsible for any pavement damage to Roads owned by the Association during any construction of Structures or other improvements or repairs on Tract Owners Tract.

(q) There will be NO build out time for the Tracts for the lots purchased at Springstone Mountain. The time to build will be at the discretion of the fee simple owner of the Tract.

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 any Tract, nor shall any existing Structure upon any Tract 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 Committee"). The Committee will be provided with such plans and specifications which will be in a form and shall contain such information, as may be required by the Committee and shall include but no necessarily be limited to:

1. A site plan of the Tract showing the location, height, and exterior design (including a


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summary of all proposed materials together with samples of exterior material and paint colors) of all Structures and improvements proposed to be constructed on the Tract; paint colors preferably should be earth tone. Bright colors are discouraged and will be denied;

2. A grading, and drainage plan for the Tract; and
3. Any remodeling, reconstruction, alterations or additions to an existing Structure shall require the written approval of the Committee.

(b) COMPOSITION OF THE COMMITTEE. The Committee (the "Committee"), until termination or modified pursuant to Article IV, Paragraph (j) as hereinafter set out shall be composed of Sidney Smyer III and a residential design consultant appointed by the Developer until Developer has sold all of the Property. The Developer may elect to substitute Sidney Smyer III with one (1) Tract Owner prior to selling all the Property. At such time as the Developer has sold all of the Property, the Committee shall be comprised of one or an odd number of individuals (1 or 3) individuals who are Tract Owners who are elected by a majority of the fee simple Owners of the Tracts within the Property and at such time, the affirmative vote of a majority of the members of the Committee shall be required in order to issue any permit and authorization set forth herein.

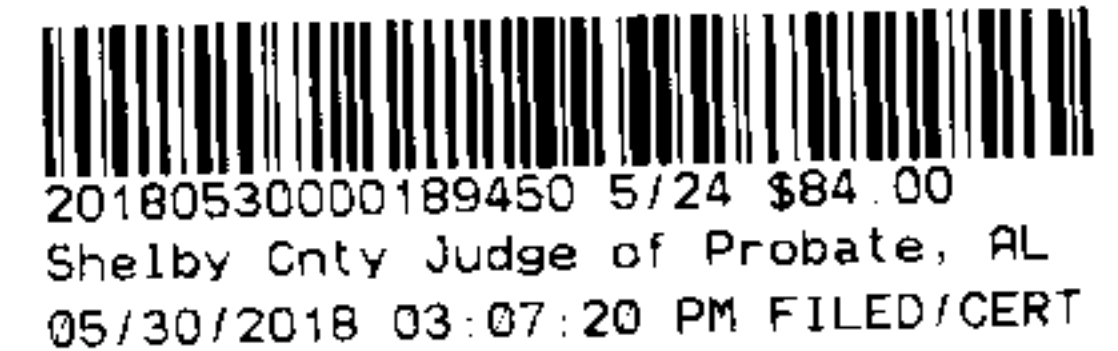
(c) EVIDENCE OF APPROVAL. The approval of the Committee shall be evidenced by written permit executed by one or more of the members of the Committee and counter-signed by the applicant therefore. The written permit shall be executed in duplicate with one copy to be retained by the applicant.

(d) BASIS FOR DISAPPROVAL OF PLANS:

1. The scope of review by the Committee shall be limited to appearance and improvement location only. The purpose of the Committee is to promote quality development on the Tracts and not necessarily to impose requirements concerning the type of Structure or the design of such Structures on the Tracts. THE COMMITTEE 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.

2. The Committee shall have the right to disapprove any plans and specifications submitted for approval for any of the following reasons:

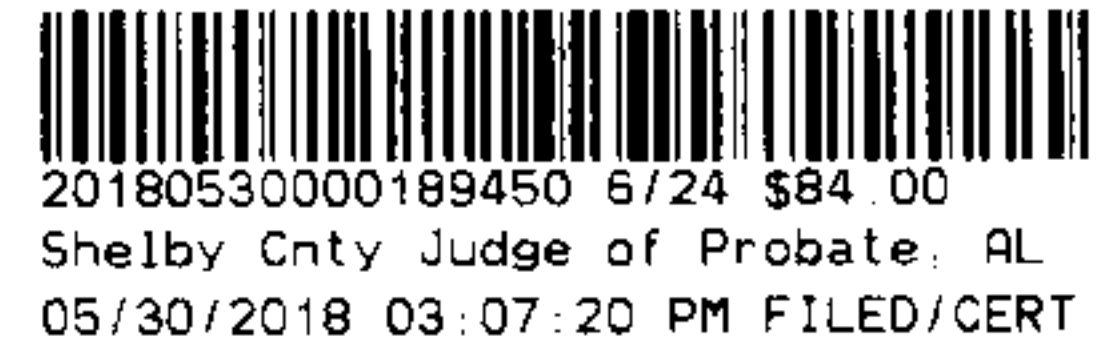
- (A) failure of such plans and specifications to comply with the covenants and restrictions herein set forth;
- (B) failure to include information in such plans and specifications as may have



been reasonably requested by the Committee;
(C) reasonable objection to the exterior design, appearance or materials proposed to be used in any proposed Structure;
(D) incompatibility of use of any proposed Structure or improvement with existing Structures or uses upon other Tracts in the Property;
(E) reasonable objection to the site plan, clearing plan or drainage plan;
(F) failure of plans to take into consideration the particular topography, vegetative characteristics, and natural environs of the Tract; and
(G) any other matter which, in the judgment of the Committee, would render the proposed Structure, improvement, or uses inharmonious with the general plan of improvement of the Property or with Structures, improvements, or uses located upon Tracts in the Property.

3. In any case where the Committee shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, the disapproval shall be accompanied by a statement of the grounds upon which such actions were based. If no response is made by the Committee within a thirty

(30) day period after submission of such plans and specifications, it shall be deemed that such plans and specifications are approved. In any such case the Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.



(e) RETENTION OF COPY OF PLANS. Upon approval by the Committee of any plans and specifications, as approved, shall be deposited for permanent record with the Committee, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same.

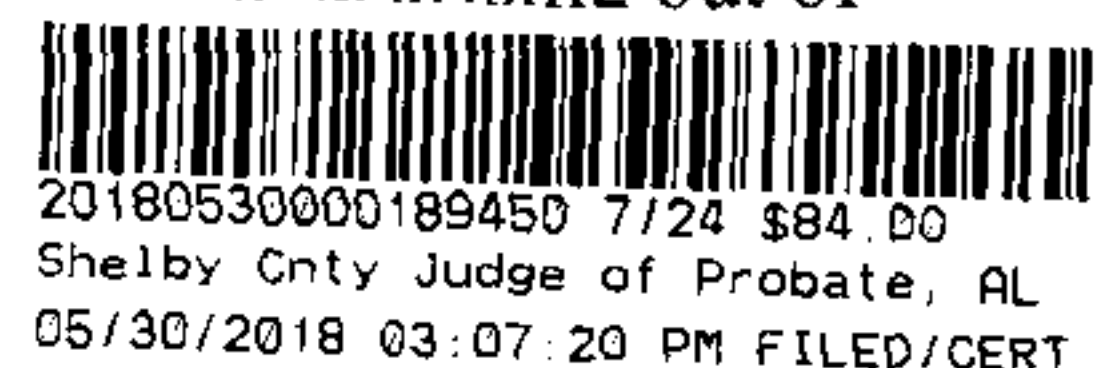
(f) FAILURE TO OBTAIN APPROVAL. If any Structure or improvement shall be altered, erected, placed or maintained upon any Tract, or any new Structure or improvement commenced on any Tract other than in accordance with plans and specifications approved by the Committee pursuant to the provisions of this Article IV, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this covenant, and without the approval required herein, upon written notice from the Committee, any such Structure or improvement as altered, erected, placed or maintained shall be corrected as to extinguish such violation. If fifteen (15) days after the notice of such violation the Owner of the Tract upon which such violation exists shall not have taken reasonable steps toward the removal or correction of the same, the Committee shall have the right, through its agents and employees, to enter upon such Tract and to take such steps as may be necessary to extinguish the violation and the cost thereof shall be a binding, personal obligation of such Owner as well as a lien (enforceable in the same manner as a mortgage) upon the Tract in question. The lien provided in this paragraph shall not be valid as

against a bona fide purchaser (or bona fide mortgagee) of the Tract in question unless a suit to enforce said lien (together with notice of Lis Pendens) shall have been filed in a court of record in Shelby County prior to the recordation among the Land Records of Shelby County of the deed (or mortgage) conveying the Tract in question to such purchaser (or subjecting the same to such mortgage).

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

(h) INSPECTION RIGHTS. Any agent of the Developer or the Committee may at any reasonable time or times enter upon and inspect any Tract or any improvements thereon for the purpose of ascertaining whether the maintenance of such Tract and the maintenance, construction, or alteration of structures and improvements thereon are in compliance with the provisions hereof; and neither the Developer nor the Committee nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

(i) WAIVER OF LIABILITY. Neither the Committee nor any Architect nor agent thereof, nor Owner, nor any partner, agent, or employee of any of the foregoing, shall be responsible in any way for (i) any failure of Structures or improvements to comply with requirements of this Declaration, although a certificate of compliance has been issued; (ii) any defect in any plans and specifications submitted, revised, or approved in accordance with the foregoing provisions; or (iii) any structural or other defects in any work done according to such plans and specifications, and all persons submitting any such plans and specifications, and all persons relying thereon, agree not to sue or claim against the entities and persons referred to in this Section for any cause arising out of



the matters referred to in this Section and further agree to and do hereby release said entities and persons for any and every such cause.

(j) DURATION.

The rights of the Developer as to the Committee shall terminate upon the earlier of:

- (A) the date that the Developer has sold the last Tract it owns within the Property; or
- (B) the resignation or inability of Sidney Smyer III and the Developer to perform on the Committee.

2. After the Developer's involvement with the Committee has ended, the Committee shall be comprised one or an odd number of individuals (1 or 3) who are fee simple Tract Owners who is/are elected by a majority of the Tract Owners.

3. Inactivity of the Committee shall not be deemed a waiver of the rights of the Committee.

ARTICLE V

SPRINGSTONE MOUNTAIN OWNERS ASSOCIATION, INC.

(the "Association").

a. By accepting a deed to a Tract, as an appurtenance to such Tract, an Owner shall become a member of the Springstone Mountain Owners Association, Inc. and be subject to the Certificate of Formation and By-Laws of such Association as they exist and are from time to time amended. So long as Developer owns any portion of the Property, Developer shall have the unilateral right to control all decisions of the Association.

b. HIGHWAY 41 DEVELOPMENT, INC. The Property and the Tracts are subject to the provisions of Covenants & Grants of Easements recorded in Instrument Number 20140612000178900 and Grant of Easements as recorded in Instrument Number 2015081900289410 in the Office of the Judge of Probate, Shelby County, Alabama (collectively the Highway 41 Documents). The Highway 41 Documents run with the land and shall be binding on all persons, firms, or corporations having or acquiring any right, title, or interest in the Property, the Tracts, or any part(s) thereof and shall be for the benefit of each such owner of a Tract or interest therein, and shall endure to benefit of and be binding upon each successor in interest to the owners thereof. The operation and maintenance of the Gate, Common Facilities, and Access Parcel are described and controlled by the Highway 41 Documents.



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ARTICLE VI ROADS

a. Roads within the Property ("Roadways") are PRIVATE. There are three Roads within the Property plus the 182.93 acres of Springstone (Instrument # 20150819000289420 Probate Office of Shelby County, Alabama);

(1) Springstone Trail. All matters with respect to Springstone Trail are covered by the Highway 41 Development Inc. Documents.

(2) Springstone Mountain Trail. Springstone Mountain Trail, described on **Exhibit B**. Any Portion of Springstone Mountain Trail that is not located within the Property is expressly quitclaimed herein and not warranted.

(3) Springstone Run. Springstone Run is described on Exhibit C attached hereto.

b. GRANTS, RESERVATIONS AND CONDITIONS RELATIVE TO SPRINGSTONE MOUNTAIN TRAIL AND SPRINGSTONE RUN. Developer hereby establishes reserves and grants, bargains, sells and conveys:

(1) A non-exclusive, perpetual easement, one hundred (100) feet in width, running with the land for vehicular and pedestrian ingress and egress and for utilities and drainage over, across, above and under (as necessary) the Roadways described in Exhibits B. and to the Owners thereof and their heirs, successors and assigns; and,

(2) To the Service Providers and the Utility Companies, a non-exclusive, perpetual easement for ingress and egress along the Roadways for the purpose of providing services and utilities to all Springstone Mountain Tracts; and,

TO HAVE AND TO HOLD TO THE HEREIN ABOVE GRANTEES, THEIR HEIRS
SUCCESSORS AND ASSIGNS FOREVER.


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c. MAINTENANCE. After the Developer Road Maintenance Period (as herein after defined) has expired, The Roadways shall be maintained for normal maintenance in equal shares by the Owners of all Springstone Mountain Tracts through the Association. Each Tract owner shall be responsible for a percentage of maintenance cost based on a fraction wherein the numerator is the number of acres in a Tract and the denominator is 132.

(1) DEVELOPER ROAD MAINTENANCE PERIOD. The Developer shall maintain the Roadways in the condition as they exist on the date of recording of this Declaration for a period of one year. After the one year period the Roads shall be maintained

by the Springstone Mountain Tract Owners through the Association as set forth herein above.

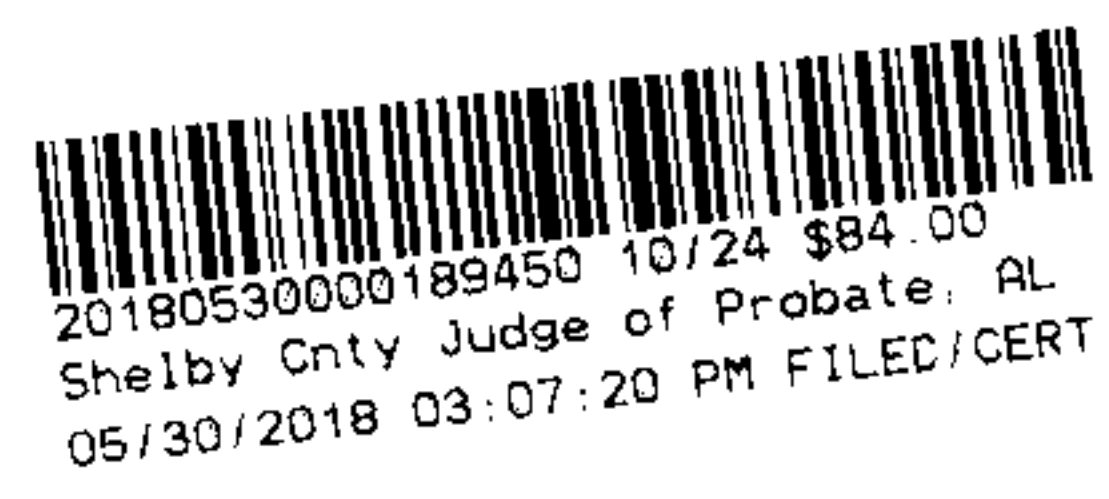
(2) INDIVIDUAL REPAIR. Notwithstanding any of the provisions of this Article V relating to Road maintenance, any Owner of a Tract (their guests, contractors, agents or invitees) that cause(s) extraordinary damage to a Road shall be responsible to immediately repair such damage. Such Owner shall be referred to herein as the Offending Owner. Any damage not repaired by the Offending Owner may be repaid by the Association or the other Owners to which such Road damage applies (after 10 days written notice to the Offending Owner) and the cost of such repair shall be charged to the Offending Owner which charge shall be subject to the provisions of Article VII, Paragraph (o) of these covenants. The Roads are designed for light residential traffic and care must be taken during construction by the Tract Owners not to damage the Roads.

ARTICLE VII

Private Water System

1. The Tracts are served water by BWWB to a BWWB commercial meter located on the Property at the beginning of Springstone Mountain Trail. About 500 feet past the meter is located the Pump House containing two Water Pumps designed to supply water pressure and volume through the Water Lines to each and every Tract. An Alabama Power meter services the Pumps and Pump House. The Association will, after one year from the date of the recording of this instrument, be responsible for all of the costs to maintain, service and repair the Pump House, Pumps, water lines and all associated system parts. Each tract owner will thereon pay for normal maintenance in equal shares by the Owners of all Springstone Mountain Tracts through the Association.

2. Tract Owners will be provided individual water meters for personal water lines to install at Developer specified places. These meters will be read on a quarterly basis and usage will be charged at the same rate per cubic foot as billed by BWWB, plus each Parcel Owner's fractional charge to cover the BWWB master meter base rate.



ARTICLE VIII
Miscellaneous

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- (a) ANIMALS. No dog kennels for commercial purposes will be allowed. No cows, swine, chickens, sheep, or goats will be allowed, and no commercial breeding of any animal will be allowed. Horses will be allowed and only one (1) horse per two (2) acres of well- established pasture. Pasture locations must be approved by Committee. It is recommended that pastures be to the rear or side of residence.
- (b) No obnoxious or offensive activity shall be carried on upon any Tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Property, the other Tracts or Tract Owners, the Roads. Without limiting the generality of the foregoing, it is the intent of the Developer and these covenants to restrict the use of the Property and any Tract therein 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. No Tract shall be used as a dumping ground for rubbish, trash, garbage or other waste and such shall not be kept except in sanitary containers. Each Tract shall be maintained in a neat and orderly fashion at least to the extent of visibility from the Roads, which includes the yard and any shrub beds. No large satellite, microwave dishes or television or radio antennas shall be placed on any Tract unless approved in writing by the COMMITTEE, but in no event shall large satellite, microwave dishes or televisions or radio antennas be visible from the Roads. No Tract shall be cultivated for crops of any sort, except for gardens of reasonable size, which are to be located in the rear of the Primary Dwelling.
- (c) No signs of any kind shall be displayed to the public view on any Tract except one sign of not more than five (5) square feet advertising the Property for sale or rent, or signs used by a builder to advertise the Property during construction and sale period.
- (d) It is the intent of the Developer to preserve for present and future Tract Owners a heavily wooded physical environment in which a maximum amount of existing vegetation is preserved in undisturbed state, and that each Tract Owner in the Property shall observe the following restrictions regarding removal and restoration of vegetation: no more than fifty percent (50%) of the trees per acre may be removed except for areas of pasture. Location of pasture area must be approved by Committee and it is recommended that pastures be at the rear side of residences. NO clear cutting of timber is allowed. If timber is harvested, all tops and stumps must be removed and the property restored to natural setting within 90 days.
- (e) During all construction, all vehicles, including those delivering supplies, must enter the building Tract on the driveway only as approved by the Committee so as not to unnecessarily

damage trees, and Roads. Any damage not repaired by the contractor will be repaired by the Committee (after ten (10) days written notice) and will be charged to the Tract Owner at a reasonable charge for such services, which charge shall constitute a lien upon such Tract enforceable by appropriate proceedings at law or equity. During construction, all Builders must keep the homes, garages, and building site clean. All building debris, stumps, trees, etc., must be removed from each building Tract by the Builder as often as necessary to keep the house and Tract attractive. Such debris will not be dumped in any area of the Property. Best management practices shall be implemented and observed during all construction on any Tract. Tract owners are responsible for obtaining and ADEM permit for their lot before any grading or construction begins and adhering to regulations required by ADEM during any construction on Tract Owner's property. If Tract Owner is notified of an ADEM violation such Owner shall have 15 days after notice to correct any cited problems. If such Owner does not correct the problems the Association may correct the problems and assess the costs to the said Tract Owner and use any other remedies to collect expenditures.

(f) No Tract shall be sold or used for the purpose of extending any public or private road, street, or alley, for the purpose of opening any road, street, or alley, except by the prior written consent of the Association and Highway 41 Development, Inc.

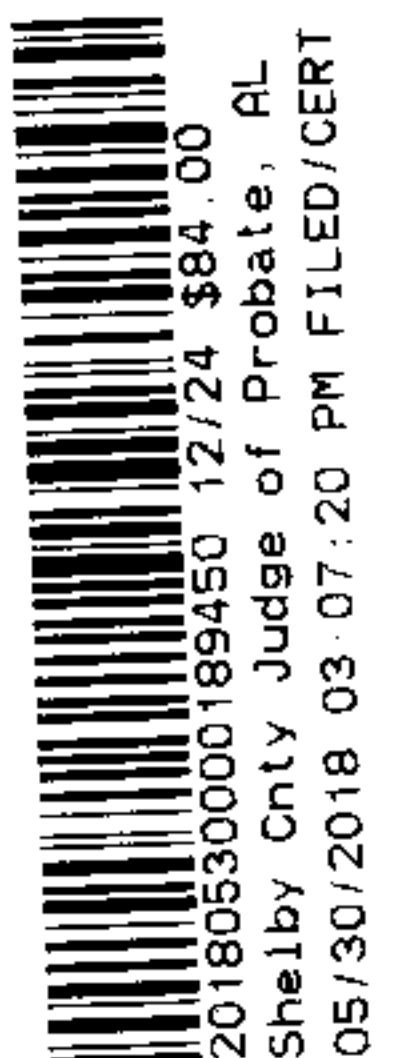
(g) All mailboxes shall be of a standard design and type as determined by the Committee.

(h) No Tract in the Subdivision may be re-subdivided without the express written consent and approval of 75% of the Tract Owners and the appropriate government or municipal agency, except that any Tract of 40 acres or more may be divided provided any such Tract remnant be of 20 or more acres.

(i) 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.

(j) INDEMNITY FOR DAMAGES. Each and every Tract Owner and future Tract Owner, in accepting a deed or contract for any Tract subject to the Declaration, agrees to indemnify the Developer for any reasonable direct damage (but not consequential damages) caused by such Owner, or the contractor, agent, or employees of such Owner, to the Roads.

(k) SEVERABILITY. Every one of the provisions and restrictions is hereby declared to be



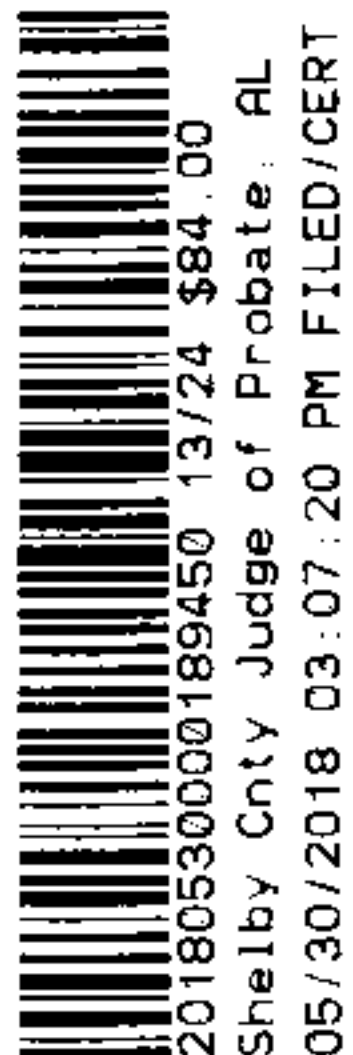
independent of, and severable from the rest of the provisions and restrictions and of and from every other one of the provisions and restrictions and of and from every combination of the provisions and restrictions.

(l) EFFECTS OF VIOLATION ON MORTGAGE LIEN. No violation of any of this Declaration shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the Property, and Tract therein; provided, however, that any mortgagee in actual possession, or any purchaser at any foreclosure sale shall be bound by and subject to this Declaration as fully as any other Owner of any portion of the Property, or any Tract therein.

(m) NO REVERTER. No restriction herein is intended to be, or shall be construed as a condition subsequent or as creating a possibility of reverter.

(n) 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 Committee and the Owner of any Tract included in the Property, their respective legal representatives, heirs, successors and assigns until the 31st day of December, 2026, after which time said restrictions shall be automatically extended for successive periods for ten (10) years. The termination aspects set forth herein do not apply to any Lakes or the maintenance thereof. This Declaration may not be amended in any respect except by the execution of an instrument shall be signed by 2/3 of the Tract Owners, 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. After December 31, 2026, this Declaration may be amended and or terminated in its entirety by an instrument signed by not less than a majority of the Tract Owners, which instrument shall be filed for recording among the Land Records of Shelby County, Alabama, or in such other places of recording as may be appropriate at the time of the execution of such instrument. Notwithstanding the forgoing, so long as Developer owns any portion of the Property, this Declaration may not be amended without the approval of the Developer.

(o) ENFORCEMENT. In the event of a violation or breach of any of these restrictions or any amendments thereto by any Owner of a Tract, or employee, agent, or lessee of such Owner, the other Owner(s) of Tract(s), 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.

(p) NO WAIVER. The failure of any party entitled to enforce any of these restrictions herein contained shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to such violation or breach occurring prior or subsequent thereto;

provided, however, that approval of plans pursuant to Article IV shall be binding on any and all parties as a conclusive determination that such plans are in conformity with these restrictions.

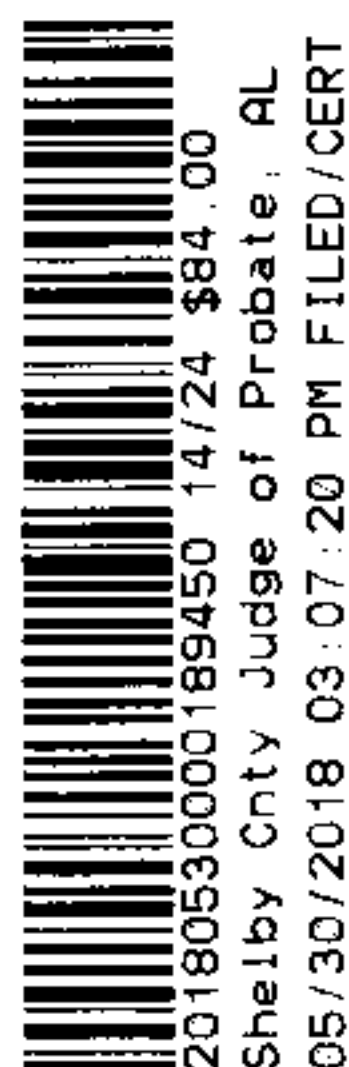
(q) All Tract owners shall maintain their Tract and the improvements thereon in a neat and orderly fashion.

(r) MODIFICATION OF THESE COVENANTS BY DEVELOPER.

Notwithstanding anything to the contrary contained herein, the Developer reserves the right to unilaterally modify these covenants with respect to any portion of the Property owned by Developer at any time without the necessity of obtaining approval from any Tract Owner or Tract Mortgagee. Any such modification shall only apply to real property owned by the Developer which is within the Property.

(s) PROPERTY SOLD AS IS WHERE IS. By accepting a Deed or Mortgage to a Tract, such Owner and/or Mortgagee acknowledges that the Developer has no further responsibility with respect to the Property, the Roads, or improvements located on the Property, it being expressly understood that all Tracts and any improvements including the Road are sold AS IS/WHERE JS, except as expressly limited herein.

(t) ARBITRATION. Any controversy or claim between a Tract Owner and the Developer, 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 in such proportion as the arbitrators shall decide. The successful party shall recover all reasonable attorney's fees incurred by him in connection with the arbitration proceeding or any appeals therefrom. In the event any such controversy or claim is not properly submittable to arbitration, the Tract Owner having such claim or controversy with the Developer irrevocably waives all right to trial by jury in any court in any such action.

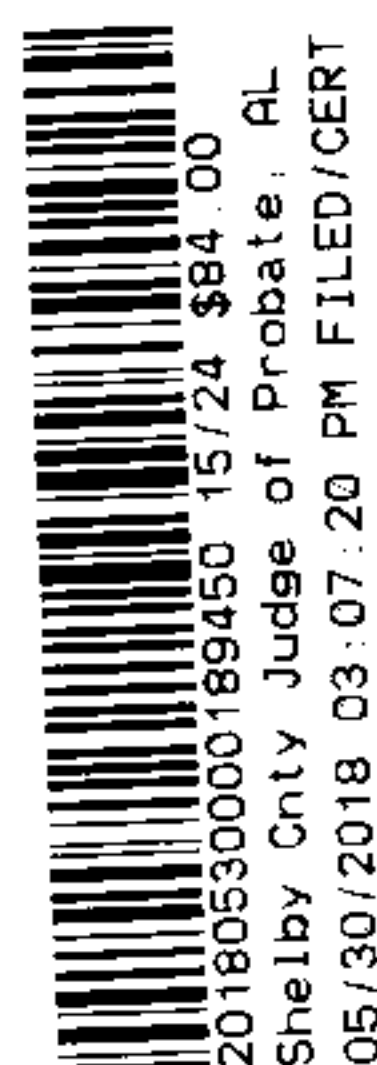
(u) NOTICES. Any notice to be given under these covenants shall be in writing and be sent by certified mail, return receipt requested and shall be effective if given to the Tract Owner to whom such notice is directed at either; 1. The address provided by such Tract Owner to the other; or 2. At the address 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 a Road, 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.

(v) There shall be no subdivision of any portion of the Property that results in a Tract of less than 20 acres. Nothing contained herein is intended to prevent Developer from conveying the 5 acres +/- portion of the Property located northwest corner of the Property (as shown on the Map) so long as the provisions of paragraph 5(t)(3) of Covenants & Grants of Easement recorded in instrument number 20140612000178900, Probate Office of Shelby County are complied with. Also, in the event Developer is able to divide the Property in Tract(s) of less than 20 acres, so long as approved by the appropriate governmental authorities, such division shall be authorized. Any such parcel of land shall be a Tract for all purposes in this Declaration and the Highway 41 Documents. Only the Developer can divide a portion of the Property into a Tract containing less than 20 acres.

(w) No oil drilling, oil development operation, oil refining, quarry or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot.

(x) Assignment of Developer's rights. The Developer has full power and authority to assign all of its rights in the Property and this Declaration.

(y) There shall be no hunting except bow hunting and there shall be no shooting ranges for discharging firearms on the Property.



IN WITNESS WHEREOF, the undersigned, as the Developer of the Property has caused this Declaration to be executed as of the 30 day of MAY, 2018.

Heritage Oaks, LLC

By: _____

Sidney W. Smyer, III, authorized member

STATE OF ALABAMA)

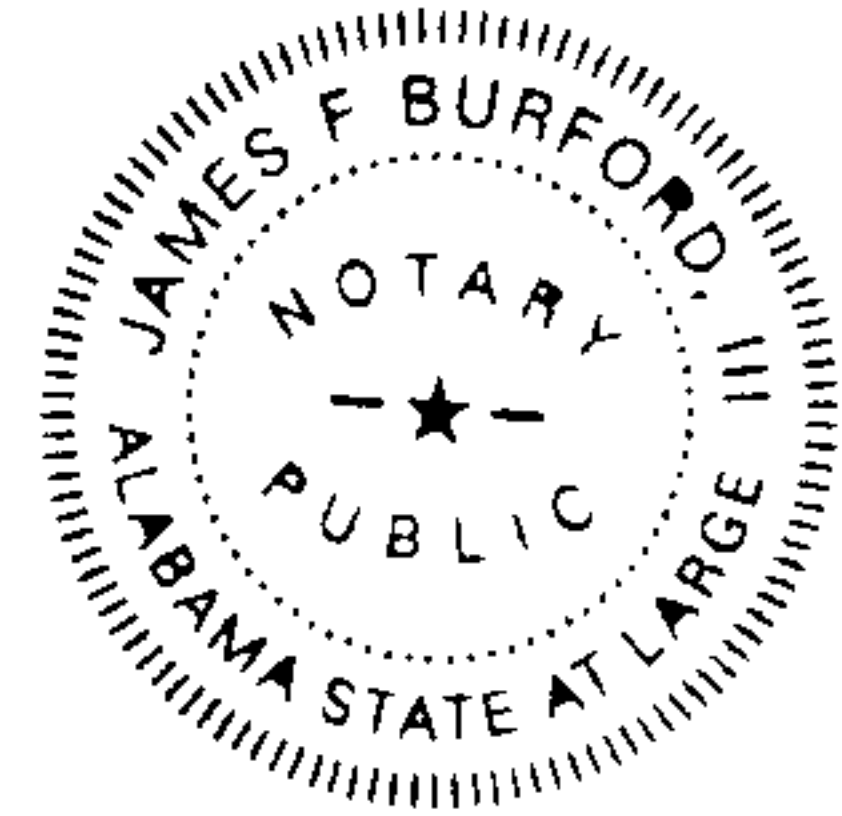
Jefferson COUNTY)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Sidney W. Smyer, III as authorized member of Heritage Oaks, LLC, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, in his capacity as such member, executed the same voluntarily, for and as the act of said limited liability company.

Given under my hand and official seal this 30 day of MAY, 2018.

Notary Public

My Commission Expires: 3.1.22



20180530000189450 16/24 \$84.00
Shelby Cnty Judge of Probate AL
05/30/2018 03:07:20 PM FILED/CERT

SPRINGSTONE MOUNTAIN
EXHIBIT 'A'
PAGE 1 OF 5



STATE OF ALABAMA
SHELBY COUNTY

I, Rodney Y. Shifflett, a Registered Professional Land Surveyor in the State of Alabama do hereby certify that this is a true and correct plot of my survey as shown hereon. That there are no visible encroachments of any kind upon the subject lot except as shown hereon, excluding utility service lines, wires or pipes that serve the subject lot only that are within dedicated easements or rights of way. That steel corners have been found or installed at all lot corners. I further certify that this survey and this plot meet the minimum technical standards for the practice of land surveying in the State of Alabama, the correct legal description being as follows:

A Parcel of land situated in the NW 1/4 of Section 13, Township 18 South, Range 1 West, Shelby County, Alabama, and being more particularly described as follows:

BEGIN at the NW Corner of above said Section, Township and Range, said point being the POINT OF BEGINNING; thence S00°16'47"E, a distance of 2499.28'; thence N36°39'58"E, a distance of 57.63'; thence N50°08'47"E, a distance of 228.78'; thence N48°54'15"E, a distance of 368.30'; thence N38°49'44"E, a distance of 508.85'; thence N33°37'54"E, a distance of 358.48'; thence N30°53'43"E, a distance of 451.63'; thence N16°40'46"E, a distance of 221.04'; thence N01°03'06"W, a distance of 148.32'; thence N07°57'06"E, a distance of 159.71'; thence N28°09'08"E, a distance of 150.83'; thence N25°17'06"E, a distance of 379.39'; thence S89°11'41"W, a distance of 1556.85' to the POINT OF BEGINNING.

Said Parcel containing 55.12 acres, more or less.

I further certify that I have consulted the Federal Insurance Rate Map (F.I.R.M.) Community Panel #010191 0025 B, Zone 'C', dated September 16, 1982, and found that the above described Parcel does not lie in a Flood Hazard Zone.

NOTES:

This survey based in part on a survey completed by R.C. Farmer, AL Reg #14720, dated March 23, 1992.

This Parcel shown and described herein may be subject to setbacks, easements, zoning and restrictions that may be found in the Probate Office of said County.

According to my survey of January 19, 2006

Rodney Y. Shifflett
Rodney Y. Shifflett AL Reg. #21784

SPRINGSTONE
MOUNTAIN
EXHIBIT A
PAGE 2 OF 5



20180530000189450 18/24 \$84.00
Shelby Cnty Judge of Probate, AL
05/30/2018 03:07:20 PM FILED/CERT

TRACT # 1
182.93 ACRES

TRACT # 2

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 13;
TOWNSHIP 18 SOUTH, RANGE 1 WEST AND RUN ALONG THE WEST
LINE OF SAID SECTION N 00 10'44" W 1350.20 FT. TO THE
POINT OF BEGINNING; THENCE RUN N 34 56'17" E 1697.27
FT.; THENCE RUN N 19 11'24" E 78.43 FT.; THENCE RUN
N 56 11'57" E 1400.00 FT.; THENCE RUN N 00 06'17" W
455.21 FT. TO THE SOUTH LINE OF THE NORTHEAST QUARTER
OF THE NORTHWEST QUARTER OF SECTION 13; THENCE RUN
ALONG SAID LINE S 89 02'22" W 751.28 FT. THE SOUTHEAST
CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST
QUARTER; THENCE RUN N 01 41'33" W 976.80 FT., TO THE
CREST (HIGH POINT) OF OAK MOUNTAIN; THENCE RUN ALONG A
MEANDER LINE ON TOP OF RIDGE THE FOLLOWING COURSES;
S 28 12'56" W 150.81 FT.; THENCE RUN S 07 58'59" W
159.73 FT.; THENCE RUN S 00 59'40" E 148.35 FT.; THENCE
RUN S 16 45'34" W 221.01 FT.; THENCE RUN S 30 57'54" W
451.67 FT.; THENCE RUN S 33 42'07" W 358.42 FT.; THENCE
RUN S 38 54'08" W 508.87 FT.; THENCE RUN S 46 58'54" W
368.34 FT.; THENCE RUN S 50 12'59" W 228.70 FT.; THENCE
RUN S 36 46'42" W 57.58 FT. TO THE WEST LINE OF SECTION
13; THENCE RUN ALONG SAID LINE S 00 12'05" E 169.36 FT.
TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF
SECTION 13; THENCE RUN ALONG THE WEST LINE OF SAID
QUARTER S 00 10'44" E 1317.64 FT. TO THE POINT OF
BEGINNING.

CONTAINING 55.41 ACRES MORE OR LESS.
FIELD SURVEY COMPLETED 5/22/2014.

CAPS SET

CHARLES R. HATCHER, No. 26958



N 56 11'57" E
1400.00



20140612000178880 2/2 \$167.00
Shelby Cnty Judge of Probate, AL
06/12/2014 03:49:50 PM FILED/CERT

SPRINGSTONE MOUNTAIN
EXHIBIT A PAGE 3 OF 5

STATE OF ALABAMA)

SHELBY COUNTY)

The East 1/2 of the Southeast 1/4 of Section 14 Township 18 South Range 1 West, Shelby County, Alabama.

LESS AND EXCEPT
SPRINGSTONE MOUNTAIN
EXHIBIT A
PAGES 4 AND 5
ON FOLLOWING SURETIES

20180530000189450 19/24 \$84.00
Shelby Cnty Judge of Probate, AL
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Shelby Cnty Judge of Probate, AL
05/30/2018 03:07:20 PM FILED/CERT

SPRINGSTONE MOUNTAIN
EXHIBIT A
PAGE 4 OF 5
(LESS & EXCEPT THE FOLLOWING)

A TRACT OF LAND SITUATED IN THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 18 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 18 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA; THENCE RUN NORTH 00 DEGREES 00 MINUTES 13 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION FOR 4013.32 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 SECTION 13 TOWNSHIP 18 SOUTH, RANGE 1 WEST; THENCE RUN NORTH 89 DEGREES 14 MINUTES 39 SECONDS EAST FOR 1419.33 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 89 DEGREES 14 MINUTES 39 SECONDS EAST FOR 751.28 FEET; THENCE RUN SOUTH 00 DEGREES 06 MINUTES 00 SECONDS WEST FOR 455.21 FEET; THENCE RUN SOUTH 56 DEGREES 24 MINUTES 17 SECONDS WEST FOR 1117.15 FEET; THENCE RUN NORTH 43 DEGREES 53 MINUTES 21 SECONDS WEST FOR 641.54 FEET; THENCE RUN NORTH 46 DEGREES 06 MINUTES 39 SECONDS EAST FOR 867.07 FEET TO THE POINT OF BEGINNING.

INSERT A

SON COUNTY

SPRINGSTONE MOUNTAIN
EXHIBIT A
PAGE 5 OF 5
(LESS & EXCEPT TITLE FOLLOWING)

DESCRIPTION:

COMMENCE AT THE SOUTHWEST CORNER OF SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 18 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA; THENCE RUN NORTH 00 DEGREES 00 MINUTES 13 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION FOR 345.44 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE AND SAID SECTION LINE FOR 1003.87 FEET; THENCE RUN NORTH 35 DEGREES 08 MINUTES 34 SECONDS EAST FOR 1698.37 FEET; THENCE RUN NORTH 19 DEGREES 23 MINUTES 41 SECONDS EAST FOR 78.43 FEET; THENCE RUN NORTH 56 DEGREES 24 MINUTES 14 SECONDS EAST FOR 282.85 FEET; THENCE RUN NORTH 43 DEGREES 53 MINUTES 21 SECONDS WEST FOR 513.76 FEET; THENCE RUN SOUTH 47 DEGREES 49 MINUTES 47 SECONDS WEST FOR 703.68 FEET; THENCE RUN SOUTH 61 DEGREES 35 MINUTES 19 SECONDS WEST FOR 54.22 FEET; THENCE RUN SOUTH 67 DEGREES 36 MINUTES 50 SECONDS WEST FOR 155.85 FEET; THENCE RUN SOUTH 68 DEGREES 24 MINUTES 40 SECONDS WEST FOR 114.87 FEET; THENCE RUN SOUTH 00 DEGREES 41 MINUTES 37 SECONDS WEST FOR 130.77 FEET; THENCE RUN SOUTH 89 DEGREES 21 MINUTES 37 SECONDS WEST FOR 155.57 FEET; THENCE RUN SOUTH 25 DEGREES 22 MINUTES 46 SECONDS WEST FOR 371.59 FEET; THENCE RUN SOUTH 20 DEGREES 35 MINUTES 53 SECONDS WEST FOR 152.85 FEET; THENCE RUN SOUTH 27 DEGREES 01 MINUTES 34 SECONDS WEST FOR 352.72 FEET; TO A CURVE TO THE LEFT, HAVING A RADIUS OF 750.00 FEET, A CHORD BEARING OF SOUTH 18 DEGREES 27 MINUTES 33 SECONDS WEST, AND A CHORD LENGTH OF 223.45 FEET; THENCE RUN ALONG SAID ARC FOR 224.29 FEET; THENCE RUN SOUTH 09 DEGREES 53 MINUTES 32 SECONDS WEST FOR 12.68 FEET; TO A CURVE TO THE LEFT, HAVING A RADIUS OF 110.00 FEET, A CHORD BEARING OF SOUTH 18 DEGREES 39 MINUTES 04 SECONDS EAST, AND A CHORD LENGTH OF 105.12 FEET; THENCE RUN ALONG SAID ARC FOR 109.60 FEET; TO A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 75.00 FEET, A CHORD BEARING OF SOUTH 37 DEGREES 17 MINUTES 47 SECONDS EAST, AND A CHORD LENGTH OF 25.78 FEET; THENCE RUN ALONG SAID ARC FOR 25.91 FEET; THENCE RUN SOUTH 27 DEGREES 23 MINUTES 54 SECONDS EAST FOR 72.30 FEET; TO A CURVE TO THE LEFT, HAVING A RADIUS OF 75.00 FEET, A CHORD BEARING OF SOUTH 32 DEGREES 51 MINUTES 43 SECONDS EAST, AND A CHORD LENGTH OF 14.28 FEET; THENCE RUN ALONG SAID ARC FOR 14.30 FEET; THENCE RUN SOUTH 38 DEGREES 19 MINUTES 32 SECONDS EAST FOR 147.09 FEET; TO A CURVE TO THE RIGHT, HAVING A RADIUS OF 175.00 FEET, A CHORD BEARING OF SOUTH 17 DEGREES 57 MINUTES 13 SECONDS EAST, AND A CHORD LENGTH OF 121.84 FEET; THENCE RUN ALONG SAID ARC FOR 124.44 FEET; THENCE RUN SOUTH 02 DEGREES 25 MINUTES 05 SECONDS WEST FOR 302.97 FEET; TO A CURVE TO THE LEFT, HAVING A RADIUS OF 600.00 FEET, A CHORD BEARING OF SOUTH 06 DEGREES 43 MINUTES 50 SECONDS EAST, AND A CHORD LENGTH OF 190.79 FEET; THENCE RUN ALONG SAID ARC FOR 191.61 FEET; THENCE RUN SOUTH 15 DEGREES 52 MINUTES 44 SECONDS EAST FOR 145.46 FEET; TO A CURVE TO THE LEFT, HAVING A RADIUS OF 100.00 FEET, A CHORD BEARING OF SOUTH 36 DEGREES 43 MINUTES 42 SECONDS EAST, AND A CHORD LENGTH OF 71.18 FEET; THENCE RUN ALONG SAID ARC FOR 72.78 FEET; THENCE RUN SOUTH 57 DEGREES 34 MINUTES 39 SECONDS EAST FOR 112.04 FEET; THENCE RUN SOUTH 63 DEGREES 37 MINUTES 55 SECONDS EAST FOR 150.50 FEET TO THE POINT OF BEGINNING.

EY W SMYER JR
J150930000341040

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Shelby Cnty Judge of Probate AL
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(GPS OBSERVATION)



SPRINGSTOWN MOUNTAIN
EXHIBIT B
PAGE 1 OF 2

20180530000189450 22/24 \$84.00
Shelby Cnty Judge of Probate, AL
05/30/2018 03:07:20 PM FILED/CERT

THIS SURVEY IS BASED ON DEEDS 20140612000178850, 20140612000178880,
20150930000341040, 20160219000052350, 20160219000052370, A SURVEY OF THE
BIRMINGHAM WATER WORKS PROPERTY PREPARED BY OTHERS AND
MONUMENTS FOUND.

EASEMENT NO.5

AN EASEMENT FOR INGRESS, EGRESS, UTILITIES, AND MAINTENANCE; SAID EASEMENT BEING DESCRIBED AS FOLLOWS; COMMENCE AT THE SOUTHWEST CORNER OF SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 18 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA; THENCE RUN NORTH 00 DEGREES 00 MINUTES 13 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION FOR 345.44 FEET; THENCE RUN NORTH 63 DEGREES 37 MINUTES 55 SECONDS WEST FOR 150.50 FEET; THENCE RUN NORTH 57 DEGREES 34 MINUTES 39 SECONDS WEST FOR 112.04 FEET TO A CURVE TO THE RIGHT, HAVING A RADIUS OF 100.00 FEET, A CHORD BEARING OF NORTH 36 DEGREES 43 MINUTES 42 SECONDS WEST, AND A CHORD LENGTH OF 71.18 FEET; THENCE RUN ALONG SAID ARC FOR 72.78 FEET; THENCE RUN NORTH 15 DEGREES 52 MINUTES 44 SECONDS WEST FOR 145.46 FEET TO A CURVE TO THE RIGHT, HAVING A RADIUS OF 600.00 FEET, A CHORD BEARING OF NORTH 06 DEGREES 43 MINUTES 50 SECONDS WEST, AND A CHORD LENGTH OF 190.79 FEET; THENCE RUN ALONG SAID ARC FOR 191.61 FEET; THENCE RUN NORTH 02 DEGREES 25 MINUTES 05 SECONDS EAST FOR 302.97 FEET TO A CURVE TO THE LEFT, HAVING A RADIUS OF 175.00 FEET, A CHORD BEARING OF NORTH 17 DEGREES 57 MINUTES 13 SECONDS WEST, AND A CHORD LENGTH OF 121.84 FEET; THENCE RUN ALONG SAID ARC FOR 124.44 FEET; THENCE RUN NORTH 38 DEGREES 19 MINUTES 32 SECONDS WEST FOR 147.09 FEET; TO A CURVE TO THE RIGHT, HAVING A RADIUS OF 75.00 FEET, A CHORD BEARING OF NORTH 32 DEGREES 51 MINUTES 43 SECONDS WEST, AND A CHORD LENGTH OF 14.28 FEET; THENCE RUN ALONG SAID ARC FOR 14.30 FEET; THENCE RUN NORTH 27 DEGREES 23 MINUTES 54 SECONDS WEST FOR 72.30 FEET TO A CURVE TO THE LEFT, HAVING A RADIUS OF 75.00 FEET, A CHORD BEARING OF NORTH 37 DEGREES 17 MINUTES 47 SECONDS WEST, AND A CHORD LENGTH OF 25.78 FEET; THENCE RUN ALONG SAID ARC FOR 25.91 FEET TO A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 110.00 FEET, A CHORD BEARING OF NORTH 18 DEGREES 39 MINUTES 04 SECONDS WEST, AND A CHORD LENGTH OF 105.12 FEET; THENCE RUN ALONG SAID ARC FOR 109.60 FEET; THENCE RUN NORTH 09 DEGREES 53 MINUTES 32 SECONDS EAST FOR 12.68 FEET TO A CURVE TO THE RIGHT, HAVING A RADIUS OF 750.00 FEET, A CHORD BEARING OF NORTH 18 DEGREES 27 MINUTES 33 SECONDS EAST, AND A CHORD LENGTH OF 223.45 FEET; THENCE RUN ALONG SAID ARC FOR 224.29 FEET; THENCE RUN NORTH 27 DEGREES 01 MINUTES 34 SECONDS EAST FOR 352.72 FEET; THENCE RUN NORTH 20 DEGREES 35 MINUTES 53 SECONDS EAST FOR 152.85 FEET; THENCE RUN NORTH 67 DEGREES 00 MINUTES 35 SECONDS WEST FOR 50.04 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 64 DEGREES 37 MINUTES 14 SECONDS WEST FOR 25.00 FEET; THENCE RUN NORTH 25 DEGREES 22 MINUTES 46 SECONDS EAST FOR 403.83 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14 TOWNSHIP 18 SOUTH, RANGE 1 WEST; THENCE RUN NORTH 89 DEGREES 21 MINUTES 37 SECONDS EAST ALONG SAID QUARTER LINE FOR 149.13 FEET TO THE SOUTHWEST CORNER OF SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 18 SOUTH, RANGE 1 WEST; THENCE RUN NORTH 00 DEGREES 08 MINUTES 03 SECONDS WEST ALONG SAID QUARTER LINE FOR 100.24 FEET; THENCE RUN NORTH 68 DEGREES 24 MINUTES 40 SECONDS EAST FOR 115.46 FEET; THENCE RUN SOUTH 00 DEGREES 41 MINUTES 37 SECONDS WEST FOR 115.46 FEET; THENCE RUN SOUTH 89 DEGREES 21 MINUTES 37 SECONDS WEST FOR 137.95 FEET; THENCE RUN SOUTH 25 DEGREES 22 MINUTES 46 SECONDS WEST FOR 404.91 FEET TO THE POINT OF BEGINNING.

SPRINGSPRINGS MOUNTAIN
EXHIBIT B
PAGE 2 of 2

FOR 404.91 FEET TO THE POINT OF BEGINNING.

EASEMENT NO.6
AN EASEMENT FOR INGRESS, EGRESS, UTILITIES, AND MAINTENANCE; SAID EASEMENT BEING DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 18 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA; THENCE RUN NORTH 00 DEGREES 00 MINUTES 13 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION FOR 343.44 FEET; THENCE RUN NORTH 63 DEGREES 37 MINUTES 55 SECONDS WEST FOR 150.50 FEET; THENCE RUN NORTH 57 DEGREES 34 MINUTES 39 SECONDS WEST FOR 112.04 FEET TO A CURVE TO THE RIGHT, HAVING A RADIUS OF 100.00 FEET, A CHORD BEARING OF NORTH 36 DEGREES 43 MINUTES 42 SECONDS WEST, AND A CHORD LENGTH OF 71.18 FEET; THENCE RUN ALONG SAID ARC FOR 72.78 FEET; THENCE RUN NORTH 15 DEGREES 52 MINUTES 44 SECONDS WEST FOR 145.46 FEET TO A CURVE TO THE RIGHT, HAVING A RADIUS OF 600.00 FEET, A CHORD BEARING OF NORTH 06 DEGREES 43 MINUTES 50 SECONDS WEST, AND A CHORD LENGTH OF 190.79 FEET; THENCE RUN NORTH 02 DEGREES 25 MINUTES 05 SECONDS EAST FOR 302.97 FEET TO A CURVE TO THE LEFT, HAVING A RADIUS OF 175.00 FEET, A CHORD BEARING OF NORTH 17 DEGREES 57 MINUTES 13 SECONDS WEST, AND A CHORD LENGTH OF 121.84 FEET; THENCE RUN ALONG SAID ARC FOR 124.44 FEET; THENCE RUN NORTH 32 DEGREES 51 MINUTES 43 SECONDS WEST, AND A CHORD LENGTH OF 14.28 FEET; THENCE RUN ALONG SAID ARC FOR 14.30 FEET; THENCE RUN NORTH 27 DEGREES 23 MINUTES 54 SECONDS WEST FOR 72.30 FEET TO A CURVE TO THE LEFT, HAVING A RADIUS OF 75.00 FEET, A CHORD BEARING OF NORTH 18 DEGREES 17 MINUTES 47 SECONDS WEST, AND A CHORD LENGTH OF 25.78 FEET; THENCE RUN ALONG SAID ARC FOR 25.91 FEET TO A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 110.00 FEET, A CHORD BEARING OF NORTH 32 DEGREES 39 MINUTES 04 SECONDS WEST, AND A CHORD LENGTH OF 105.12 FEET; THENCE RUN ALONG SAID ARC FOR 109.60 FEET; THENCE RUN NORTH 09 DEGREES 53 MINUTES 32 SECONDS EAST FOR 12.68 FEET TO A CURVE TO THE RIGHT, HAVING A RADIUS OF 750.00 FEET, A CHORD BEARING OF NORTH 18 DEGREES 27 MINUTES 33 SECONDS EAST, AND A CHORD LENGTH OF 223.45 FEET; THENCE RUN ALONG SAID ARC FOR 224.29 FEET; THENCE RUN NORTH 27 DEGREES 01 MINUTES 34 SECONDS EAST FOR 352.72 FEET; THENCE RUN NORTH 20 DEGREES 35 MINUTES 53 SECONDS EAST FOR 152.85 FEET; THENCE RUN SOUTH 67 DEGREES 00 MINUTES 45 SECONDS EAST FOR 50.05 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 64 DEGREES 37 MINUTES 14 SECONDS EAST FOR 25.00 FEET; THENCE RUN NORTH 25 DEGREES 22 MINUTES 46 SECONDS EAST FOR 350.47 FEET; THENCE RUN SOUTH 89 DEGREES 21 MINUTES 37 SECONDS WEST FOR 27.82 FEET; THENCE RUN SOUTH 25 DEGREES 22 MINUTES 46 SECONDS WEST FOR 338.27 FEET TO THE POINT OF BEGINNING.

ND EGRESS
HWY 41.
000178900
000289410

ONE TRAIL

CEMENT

NT 1, 5, 6

ED PIPE
NER

SPRINGSTONE MOUNTAIN EXHIBIT C

EASEMENT NO.2

A 100 FOOT WIDE EASEMENT FOR INGRESS, EGRESS, UTILITIES , AND MAINTENANCE; SAID EASEMENT CENTERLINE BEING DESCRIBED AS FOLLOWS; COMMENCE AT THE SOUTHWEST CORNER OF SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 18 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA; THENCE RUN NORTH 00 DEGREES 00 MINUTES 13 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION FOR 345.44 FEET; THENCE RUN NORTH 63 DEGREES 37 MINUTES 55 SECONDS WEST FOR 150.50 FEET; THENCE RUN NORTH 57 DEGREES 34 MINUTES 39 SECONDS WEST FOR 112.04 FEET; TO A CURVE TO THE RIGHT, HAVING A RADIUS OF 100.00 FEET, A CHORD BEARING OF NORTH 36 DEGREES 43 MINUTES 42 SECONDS WEST, AND A CHORD LENGTH OF 71.18 FEET; THENCE RUN ALONG SAID ARC FOR 72.78 FEET; THENCE RUN NORTH 15 DEGREES 52 MINUTES 44 SECONDS WEST FOR 145.46 FEET TO A CURVE TO THE RIGHT, HAVING A RADIUS OF 600.00 FEET, A CHORD BEARING OF NORTH 06 DEGREES 43 MINUTES 50 SECONDS WEST, AND A CHORD LENGTH OF 190.79 FEET; THENCE RUN ALONG SAID ARC FOR 191.61 FEET; THENCE RUN NORTH 02 DEGREES 25 MINUTES 05 SECONDS EAST FOR 302.97 FEET TO A CURVE TO THE LEFT, HAVING A RADIUS OF 175.00 FEET, A CHORD BEARING OF NORTH 17 DEGREES 57 MINUTES 13 SECONDS WEST, AND A CHORD LENGTH OF 121.84 FEET; THENCE RUN ALONG SAID ARC FOR 124.44 FEET; THENCE RUN NORTH 38 DEGREES 19 MINUTES 32 SECONDS WEST FOR 147.09 FEET; TO A CURVE TO THE RIGHT, HAVING A RADIUS OF 75.00 FEET, A CHORD BEARING OF NORTH 32 DEGREES 51 MINUTES 43 SECONDS WEST, AND A CHORD LENGTH OF 14.28 FEET; THENCE RUN ALONG SAID ARC FOR 14.30 FEET; THENCE RUN NORTH 27 DEGREES 23 MINUTES 54 SECONDS WEST FOR 72.30 FEET TO A CURVE TO THE LEFT, HAVING A RADIUS OF 75.00 FEET, A CHORD BEARING OF NORTH 37 DEGREES 17 MINUTES 47 SECONDS WEST, AND A CHORD LENGTH OF 25.78 FEET; THENCE RUN ALONG SAID ARC FOR 25.91 FEET TO A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 110.00 FEET, A CHORD BEARING OF NORTH 37 DEGREES 32 MINUTES 47 SECONDS WEST, A CHORD LENGTH OF 36.87 FEET; THENCE RUN ALONG SAID ARC FOR 37.05 FEET TO THE POINT OF BEGINNING OF A 100 FOOT EASEMENT, SAID EASEMENT BEING 50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE RUN SOUTH 46 DEGREES 16 MINUTES 45 SECONDS WEST FOR 102.80 FEET; THENCE RUN SOUTH 33 DEGREES 12 MINUTES 35 SECONDS WEST FOR 83.95 FEET; THENCE RUN SOUTH 15 DEGREES 12 MINUTES 03 SECONDS WEST FOR 138.03 FEET; THENCE RUN SOUTH 23 DEGREES 35 MINUTES 37 SECONDS WEST FOR 124.43 FEET; THENCE RUN SOUTH 22 DEGREES 50 MINUTES 20 SECONDS WEST FOR 203.87 FEET THE END OF SAID EASEMENT CENTERLINE.



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Shelby Cnty Judge of Probate, AL
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