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STATE OF ALABAMA:
COUNTY OF SHELBY:

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

OF

CREEKVIEW SUBDIVISION

THIS DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS (this "Declaration") is made this 3rd day of May, 2019, by D.R. Horton, Inc.-Birmingham, an Alabama corporation ("Declarant", as further defined below).

WITNESSETH:

WHEREAS, Declarant is developing certain real property owned by Declarant, which is located in Shelby County, Alabama and is more specifically described on Exhibit "A" hereto, and wherein Declarant will record in the Office of the Judge of Probate of Shelby County, Alabama, a subdivision plat for Creekview Subdivision ("Plat of Subdivision", as further defined below)..

NOW, THEREFORE, DECLARANT HEREBY DECLARES, that subject to the provisions hereof, all of the Lots (hereinafter defined) shall be held, sold and conveyed by the Owners and the Common Area (hereinafter defined) shall be held by the Association subject to the restrictions, covenants and conditions contained herein for the purposes of protecting the value and desirability of, and which shall run with, the Community Property (hereinafter defined) and be binding on all parties having any right, title or interest in the Community Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner of any portion thereof.

ARTICLE ONE **GENERAL PROVISIONS**

1.01 Restrictive Covenants and Easements Running with the Land. The use of the Community Property shall be in accordance with the provisions and restrictions of this Declaration, all of which are to be construed as restrictive covenants and/or easements, as

applicable, running with the land and with the title to each and every Lot and shall be binding upon all Owners and other persons having interests therein and upon their heirs, personal representatives, successors, grantees and assigns.

1.02 Terminology{tc \12 "Section 12.10 Terminology}. Whenever the context requires, words used in the singular shall be construed to mean or to include the plural and vice versa, and pronouns of any gender shall be deemed to include and to designate the masculine, feminine or neuter gender.

1.03 Definitions. The following terms, when capitalized herein, shall have the meaning set forth in this Section 1.03:

- (a) "Additional Property" shall mean and refer to that certain real property described on Exhibit "B" attached hereto.
- (b) "Adult" means a person of age twenty-one (21) or older.
- (c) "Architectural Review Committee" means the Architectural Review Committee as established by the Board of Directors in accordance with the Bylaws.
- (d) "Certificate of Formation" means the Certificate of Formation of Creekview Owners Association, Inc., an Alabama non-profit corporation, as recorded in the records of the Office of the Judge of Probate of Shelby County, Alabama, as the same may hereafter be amended, altered or repealed from time to time.
- (e) "Association" means Creekview Owners Association, Inc., an Alabama non-profit corporation.
- (f) "Board" or "Board of Directors" means the Board of Directors of the Association, established in accordance with the Certificate of Formation and Bylaws of the Association.
- (g) "Builder" means any commercial home builder or contractor who owns one or more Lots in the Subdivision and is in the business of constructing residential structures to sell to owner-occupants.
- (h) "Bylaws" means the Bylaws of the Association, as the same may hereafter be amended, altered or repealed from time to time.
- (i) "Common Area" means all real property within the Subdivision which is owned or leased by the Association or dedicated for use or maintenance by the Association or its members, regardless of whether title has been conveyed to the Association.
- (j) "Community Property" means all of the Lots and the Common Area, collectively.

- (k) "Declarant" means D.R. Horton, Inc - Birmingham, an Alabama corporation, its successors and assigns which expressly are assigned and assume the Declarant's rights as "Declarant" hereunder.
- (l) "HOA Act" shall mean the Alabama Homeowners' Association Act, currently codified at Chapter 20 of Title 35 of the Code of Alabama (1975), as the same may hereafter be altered, amended, replaced, and/or restated from time to time.
- (m) "House" or "Home" means any single family dwelling unit situated upon a Lot.
- (n) "Lot" means each and every numbered lot shown on the Plat of Subdivision.
- (o) "Member" means every person or entity who is a member of the Association.
- (p) "Mortgagee" means a holder or beneficiary of any mortgage, deed with vendor's lien reserved, or any other form of instrument used for the purpose of encumbering or conveying real property as security for payment or satisfaction of any obligation.
- (q) "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding mortgagees, lien holders, lessees, tenants, and those having such interests solely as security for the performance of an obligation.
- (r) "Person" means any individual, corporation, trust, partnership, joint venture, limited liability company or other entity.
- (s) "Plat of Subdivision" has the meaning ascribed to such term hereinabove and shall also include (i) the plat hereafter recorded and (ii) any additional plat or plats or real property that are hereafter recorded where such real property is annexed to this Declaration in accordance with the terms of Section 10.02 hereof.
- (t) "Subdivision" means Creekview, a subdivision as will be shown on the Plat of Subdivision, including any of the Additional Property made subject to this Declaration in accordance with the terms of Section 10.02.
- (u) "Turnover" means the earlier to occur of (i) Declarant relinquishing control of the Association in a written instrument recorded in the real property records of Shelby County, Alabama; (ii) three (3) months after one hundred percent (100%) of the lots in the Subdivision, including lots to be created out of the Additional Property in accordance herewith, have been conveyed to persons other than Declarant or Declarant's successors or assigns (for avoidance of doubt purposes, the event described in this clause (ii) shall not be deemed to have occurred prior to Declarant's having annexed all of the Additional Property into the Subdivision and having sold all of the Lots therein.) or (iii) January 31, 2049; provided

however, in the event of a conflict between the Alabama law and the foregoing, the applicable Alabama law shall control.

- (v) "Utility" means Pinnacle Wastewater Systems, LLC or its successors or assigns.
- (w) "Wastewater Sewer System" means the sanitary sewer system installed in the Subdivision by the Utility.

ARTICLE TWO **COMMON AREA**

2.01 Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, the Certificate of Formation and the Bylaws, shall be responsible for the exclusive maintenance, management, and control of the Common Area and all improvements thereon, and shall keep the Common Area in good, clean, attractive, and sanitary condition, order, and repair pursuant to the terms and conditions of this Declaration. The Association has the right to restrict the use and govern the operation of the Common Area by promulgating reasonable rules and regulations, including with respect to any Common Area facilities, the right to charge reasonable one-time or monthly fees for the use thereof by the Owners as the Association deems necessary or appropriate. Rules and regulations may be established by the Association to regulate the use of the Common Area.

2.02 Right of Enjoyment. Subject to any rules and regulations promulgated by the Board of Directors and the terms and conditions of the HOA Act and the Bylaws, every Member shall have a right and easement of enjoyment of the Common Area, and such easement shall be appurtenant to and pass with the title to each Lot.

2.03 Lots Subject to Covenants, Restrictions, Limitations and Term. Each Lot that shall be conveyed, held, devised, leased, or demised at any time hereafter shall be subject to all the terms, conditions, covenants, restrictions, and limitations herein contained, and the obligation to observe and perform the same whether or not it be so expressed in the deed or other instrument of conveyance of the Lot or real property, and such shall run with the Lot or real property and be appurtenant thereto as if fully set out in such deed or instrument of conveyance, subject to the terms and conditions hereof.

2.04 Intentionally Deleted.

2.05 Overhead Wires. No Lot shall be served with any overhead electrical or communications service, and no Owner shall erect power poles for such service; provided, however, that nothing herein shall be construed to prohibit overhead street lighting or ornamental yard lighting provided that such lighting is constructed in accordance with the terms and conditions hereof.

2.06 Control of Common Area. The Association may, upon approval by the Board of Directors, sell, subdivide, lease, mortgage, grant easements over or otherwise encumber the Common Area, or exchange all or any portion of the Common Area for Lots or other real

property, or purchase or acquire any additional real property and dedicate the same as Common Area subject to the terms of this Declaration.

2.07 Condemnation. In the event of a taking by eminent domain of any portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements so taken on the remaining Common Area, unless within sixty (60) days after such taking, an alternative plan is approved by at least seventy-five percent (75%) of the voting interests of the Members. The provisions of this Declaration applicable to replacement or restoration of damaged improvements on the Common Area shall also apply to and govern the actions to be taken in the event that the improvements are not restored or replaced after a condemnation.

2.08 Liability. Owners, occupants and their guests shall use and enjoy the Common Area at their own risk and shall assume sole responsibility for their personal belongings used or stored there. The Association, Declarant and their respective officers, directors, employees, representatives and agents shall not be held liable for personal injury to any person, nor for loss or damage to personal belongings used or stored on any of the Common Area. The Association shall not be liable for injury or damage to any person or property (a) caused by the elements or by an Owner or any other person, (b) resulting from any rain or other surface water which may leak or flow from any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association, or (c) caused by any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, utility line, facility or from any portion of the Common Area, the responsibility for the maintenance of which is that of the Association, becoming out of repair. Nor shall the Association be liable to any Owner or occupant for loss or damage, by theft or otherwise, of any property of such Owner or occupant.

ARTICLE THREE

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

3.01 Membership. Each Owner shall be a Member, subject to the terms and conditions of the Certificate of Formation and the Bylaws.

3.02 Voting. Voting by Owners shall be in accordance with the Bylaws.

3.03 Assignment. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance of said Owner's Lot.

ARTICLE FOUR

COVENANT FOR MAINTENANCE ASSESSMENTS

4.01 Personal Obligation of Assessments. Declarant, for each Lot, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments, and (3) any individual assessments, fines or

charges charged against the Lot or Owner, as such assessments are hereinafter established and shall be collected as hereinafter provided (singularly, an "Assessment" and collectively, the "Assessments"), as such Assessments are hereinafter established and shall be collected as hereinafter provided. The annual, special, and individual assessments, together with interest, costs, an administrative late fee not to exceed the greater of twenty-five and no/100 dollars (\$25.00) or five percent (5%) of the amount of each installment that is past due, and reasonable attorneys' fees, shall be a charge on the Lot and shall be a continuing lien upon the property against which each such Assessment is made effective from and relating back to the date on which this Declaration was recorded. Any payment received and accepted by the Association shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney's fees, and then to the delinquent Assessments. Each such Assessment, together with interest, costs, the administrative late fee and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall pass to successors in title.

4.02 Purpose of Assessments. The Assessments levied by the Association shall be used to provide for the operation of the Association and the management, care and maintenance of the Common Area and any improvements constructed thereon, including provision for appropriate insurance against casualty and liability. At the Board's discretion, the Association may establish and maintain a reserve fund with such sums as the Board determines in good faith are necessary and adequate for the periodic maintenance, repair, and replacement of improvements to the Common Area (the "Reserve Account").

4.03 Annual Assessments. To provide the total sum necessary for the insurance purchased by the Association hereunder, the Reserve Account, the maintenance, repair and replacement (as applicable) of any improvements located on the Common Area, and any and all other expenses of the Association (whether pertaining to the ownership, operation, use, maintenance, and/or repair of the Common Areas or otherwise), each Member for each Lot owned shall pay a portion of the total amount necessary for such purposes to the Association. The portion to be paid by each Member for each Lot shall be determined in accordance with Section 4.06 hereof. The amount of the annual Assessment assessed against each Member as provided under the foregoing sentence shall be assessed by the Association as a lien at the beginning of each annual Assessment period.

4.04 Special Assessments for Capital Improvements Upon Common Area. In addition to the annual Assessments authorized above, the Board of Directors 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 and any entrance wall or signage, including fixtures and personal property related thereto; provided, however, that any such special Assessment must be approved by the affirmative vote of the Members holding a majority of the voting rights in the Association.

4.05 Date of Commencement of Annual Assessments and Due Dates. The Assessments provided for herein shall only be assessed against Lots upon which a House has

been constructed, and will commence as to a particular Lot upon conveyance of the Lot to any Owner who is not the Declarant or a Builder. 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 Board of Directors shall determine if annual and special Assessments will be collected annually, quarterly or at some other interval and shall set due dates for Assessment payments. If the Board of Directors does not fix an annual Assessment in advance of any annual Assessment period, the annual Assessment for the period will be the same as for the prior period until the Board fixes a new annual Assessment amount.

4.06 Assessment Shares. Each Member shall be responsible for a portion of any annual or special Assessments levied against the Members equal to a fraction calculated in accordance with the following: the numerator of such fraction shall be the number of Lots owned by such Member and the denominator of which shall be the total number of Lots in the Subdivision at the time such Assessment is levied. The quotient of such fraction shall be multiplied by the total sum of the applicable Assessment, and the resulting figure shall be the portion of such Assessment that is owed by the applicable Member. The total number of Lots in the Subdivision may be increased from time-to-time by Declarant in its sole and absolute discretion in accordance with Section 10.02 hereof, and any such increases in the total number of Lots in the Subdivision shall be taken into account in calculating any Assessments in accordance with this Section.

4.07 Initial Capital Contribution Assessment. An Assessment is hereby levied against, and due upon the closing of the sale of, each Lot in the amount of _____ (____) of the then current annual Assessment against the purchaser of each Lot (whether such Lot has a completed Home located upon it or otherwise) and against each subsequent purchaser of each Lot; provided, however, that in the case of sales of Lots by Declarant to a Builder, the Builder shall be exempt from such Assessment. The proceeds of such Assessments may be used by the Association for any purpose for which the Association is authorized under the Certificate of Formation or this Declaration.

4.08 Reservation of Lien; Effect of Nonpayment of Assessments; and Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest thereon at a rate to be set by the Board of Directors but in no event greater than the maximum percentage rate as may then be permitted under the laws of the State of Alabama. The Association may bring an action at law or in equity against the Owner personally obligated to pay any Assessment, foreclose a lien against the Lot(s) against which the Assessment is applicable, or seek injunctive relief. Furthermore, a lien is hereby reserved in favor of the Association against each Lot in the amount of all Assessments outstanding against such Lot (the "Assessment Lien"). Interest, costs, and reasonable attorneys' fees of any action brought by the Association in respect of an Assessment and/or the Assessment Lien applicable to such Assessment shall be added to the amount of such Assessment and shall be secured by the Assessment Lien. Each such Owner, by his acceptance of a deed to or other conveyance of an interest in a Lot, hereby expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of each Assessment as a debt and to

foreclose the Assessment Lien by all methods available for the enforcement of such liens, including foreclosures by an action brought in the name of the Association in a like manner as a mortgage lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with the Assessment Lien. The Assessment Lien may be foreclosed by the Association in the same manner as real estate mortgages in the State of Alabama. The Association shall have the power to bid for an interest foreclosed under an Assessment Lien 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 by non-use of the Common Area or abandonment of said Owner's Lot. The Board of Directors may also suspend the use rights of any Owner of the Common Area in the event of a failure to pay any Assessment within thirty (30) days of the applicable due date. Furthermore, and without limiting any rights of the Association hereunder, the Association shall have the right to transfer, assign and convey to any third party any debt associated with any unpaid Assessments and the Assessment Lien that is associated therewith.

4.09 Lien Rights under the HOA Act. The lien rights granted and reserved to the Association in accordance with Section 4.08 hereof shall be in addition to, and shall not be in lieu of, the lien rights that are granted to the Association by Section 35-20-12 of the HOA Act. The Association shall have the right, exercisable by the Board of Directors in its sole and absolute discretion, to elect from time to time whether to establish, record, enforce, foreclose or otherwise treat a lien against an Owner's Lot as being (a) an Assessment Lien granted and reserved in accordance with this Declaration or (b) a lien granted to the Association by Section 35-20-12 of the HOA Act. Any lien granted to the Association by Section 35-20-12 of the HOA Act and sought to be enforced by the Association shall be enforced in accordance with the terms and conditions of the HOA Act.

4.10 Election of Remedies. Institution of a suit at law to collect payment of any delinquent Assessments shall not be deemed to be an election by the Association which shall prevent its thereafter seeking enforcement of the collection by foreclosure of any sums remaining owing to it, nor shall proceeding by foreclosure to effect such collection be deemed to be an election precluding the institution of a suit at law to collect any sum then remaining owing to the Association. The Association shall be entitled to bid at any sale held in connection with the foreclosure of the Assessment Lien and may apply as a cash credit against its bid all sums secured by the lien enforced.

4.11 Subordination of the Lien to Mortgages. The Assessment Lien shall be subordinate to the lien of any first mortgage on a Lot. Sale or transfer of any Lot shall not affect the Assessment Lien; provided, however, the sale or transfer of any Lot pursuant to foreclosure of a first mortgage on said Lot or any proceeding in lieu thereof, shall extinguish the Assessment Lien as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the Assessment Lien associated therewith or relieve the prior Owner from any personal liability for any unpaid Assessments occurring prior to said sale or transfer.

4.12 Estoppel Letter. The Association shall, within thirty (30) days after receiving a written request therefor and for a reasonable charge, as established by the Board of Directors,

certify to the amount of any unpaid Assessments constituting a lien on a specified Lot. A certification letter signed by an officer of the Association or the Association's managing agent, if any, as to the amount of Assessments due with respect to a Lot shall be binding upon the Association.

ARTICLE FIVE

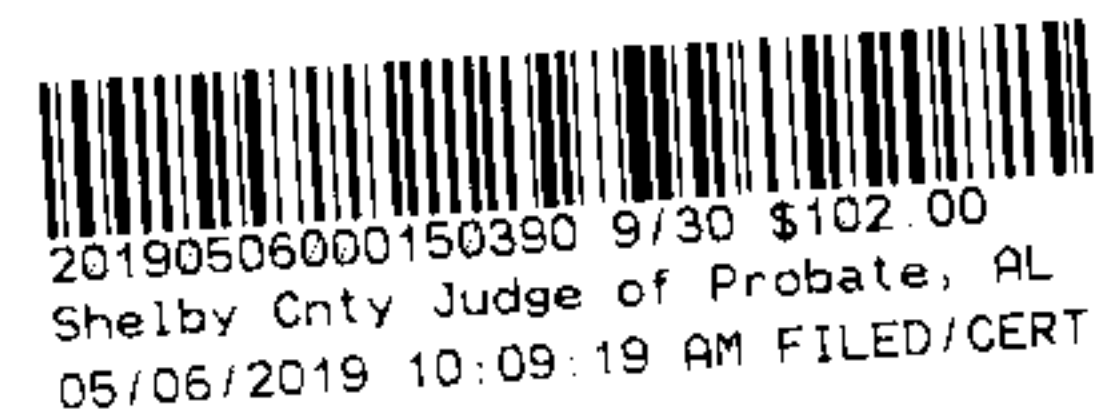
MAINTENANCE AND REPAIR

5.01 Maintenance. The Association shall provide maintenance of the Common Area. In addition, the Association shall have the right, but not the obligation, to maintain other property not owned by the Association, whether within or without the Subdivision and to enter into easement and covenant to share costs agreements regarding such property where the Board has determined that such action would benefit the Owners. Without limiting the foregoing, the Association shall have a reasonable right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Common Area and to carry out its rights and duties set forth in this Declaration. Each Owner shall maintain his or her respective Lot and shall also maintain and repair, at such Owner's sole cost and expense, said Owner's House, patio and yard area keeping the same in good condition and making all structural repairs and maintenance, external and internal, as may be required from time to time, including, but not limited to maintenance and repairs of any enclosed patio area, screens and screen doors, exterior door and window fixtures, glass, and other hardware. Each Owner shall also be responsible for the maintenance and repair of any fence or fences erected on such Owner's Lot and gates appurtenant thereto.

5.02 Failure to Maintain. In the event an Owner shall fail to maintain and repair his Lot and the improvements situated thereon, as provided for herein and provided that the failure to so maintain shall cause damage or injury to the adjoining Lot or to common structural elements which affect an adjoining Lot, the Association, after approval by a majority vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the House and any other improvements erected thereon. The cost of the same shall be added to and become part of the Assessment to which such Lot is subject; provided, however, if a dispute arises concerning the foregoing between the Owner and the Association, the matter may be submitted to arbitration in accordance with the mutual agreement of the parties.

5.03 Damage to Common Area. Notwithstanding anything contained in this Article Five to the contrary, each Owner shall be personally responsible and personally liable for any damage to the Common Area, or any portion thereof, caused by the Owner and/or the Owner's family members, guests, invitees, lessees or licensees as a consequence of the negligence, recklessness or willful misconduct of such person. The cost of repair for any damage so caused by the Owner, the Owner's family members, guests, invitees, lessees or licensees shall be an individual Assessment against the Owner responsible therefor and the Lot of such Owner.

5.04 Management and Maintenance of Stormwater Improvements.



(a) Maintenance of the detention system ponds and outlet control structures located on the Common Areas is critical to the system's functionality. After each rainfall event, the Association shall cause the detention ponds, outlet control structures, and pipes to be inspected. Trash or other debris that accumulates after a rainfall event around the outlet control structures shall be removed by the Association to ensure proper function. At a minimum, the outlet pipes shall be cleaned and inspected on a monthly basis by the Association to ensure they are not clogged with trash, sediment, yard clippings or other debris. Any visible defect or problem related to the detention system shall be reported by the Association to the civil engineer of record immediately. Vegetative growth within the ponds should be kept to a minimum. Grass shall be mowed/trimmed and sapling trees/weeds shall be removed by the Association. Left unchecked, vegetative growth will hinder the performance of the detention ponds.

(b) The Association shall prepare and implement a Post-Construction BMP Inspection Plan in conformance with the City of Helena's Post-Construction BMP ordinance (859-18), as the same may be altered, amended and/or replaced from time to time (the "BMP Ordinance"). The Association shall further prepare and implement a Post-Construction BMP Operation and Maintenance Plan in conformance with the BMP Ordinance.

ARTICLE SIX

ARCHITECTURAL CONTROL

6.01 Submission of Plans and Specifications. No House, building, fence, wall, or other structure or improvement shall be constructed, erected, or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications of the same shall have been submitted by an Owner to and approved in writing as in harmony with this Declaration by the Architectural Review Committee. Two (2) copies of the building or construction plans and specifications (collectively, the "Plans") shall be submitted to the Architectural Review Committee. Prior to commencement of any construction activities on a Lot, an Owner's Plans must be approved by the Architectural Review Committee as to conformity and harmony with this Declaration. The Architectural Review Committee may, from time to time, establish additional written design guidelines for the Subdivision, and a copy of any such guidelines then in effect shall be made available to any Member requesting a copy of same from the Association.

6.02 Approval or Disapproval. The Architectural Review Committee shall indicate its approval or disapproval of such plans and specifications by delivering, in writing, notice of such approval or disapproval to the requesting Owner. In the event the Architectural Review Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval shall be deemed automatically given.

6.03 Right of Inspection. The Architectural Review Committee shall have the right, but not the obligation, to inspect the Owner's Lot and improvements during construction and prior to occupancy to inspect whether construction is proceeding in accordance with the construction plans submitted and approved by the Architectural Review Committee. Failure of

an Owner to comply with the provisions of this Section 6.03, or failure of an Owner to carry out construction in accordance with the provisions of this Article, shall subject such Owner to such remedies as might be available at law or in equity (including, but not limited to, specific performance and injunction, payment of the prosecuting parties' reasonable legal fees and expenses).

6.04 Limited Review. The scope of review by the Architectural Review Committee is limited to appearance only and does not include any responsibility for structural soundness, suitability of construction or materials, compliance with building or zoning codes or standards, this Declaration, or any other similar or dissimilar factors.

6.05 Waiver of Liability. Neither the Architectural Review Committee nor any architect nor agent thereof nor the Association nor any agent or employee of any of the foregoing shall be responsible in any way for the failure of any improvements to comply with the requirements of this Declaration, nor for any defects in any plans and specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications, and all persons relying thereon or benefiting therefrom 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 herein and further agree to and do hereby release said entities and persons for any and every such cause.

ARTICLE SEVEN **USE RESTRICTIONS**

7.01 Residential Use; Commercial Activity. Except as is hereinafter provided in this Section and in Section 10.01(c) hereof, each Lot is hereby restricted to a private, single-family dwelling for residential use. No commercial activities of any kind whatsoever shall be conducted in any Home, any other building located on a Lot, or any portion of any Lot; provided, however, that (a) an Owner may conduct a business entirely within his Home so long as (i) such business uses only ten percent (10%) of the total square footage of such Home, (ii) such business does not result in parking of additional vehicles on the Subdivision streets or Common Areas, (iii) such business is secondary to the use of the Lot for residential purposes, and (iv) such business shall not violate any applicable zoning ordinances, and (b) Builders shall have the right to use a House as a "model home" and to operate a sales office from such model home.

7.02 Subdivision of Lots. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions, and provisions hereof, to easements and rights-of-way, and matters of public record. No Lot may be subdivided into a smaller Lot or Lots unless approved by the Association; provided, however, that an entire Lot may be combined with an entire adjacent Lot and occupied as one Lot but assessed and governed as two Lots.

7.03 Signs. No sign of any kind shall be displayed on any Lot (including, without limitation, any signage within a Home that is visible from the exterior of such Home), except (i) that any Owner actively attempting to sell his Lot may place a "for sale" sign of less than four

(4) square feet on his Lot; (ii) during the building of homes in the Subdivision, Declarant and/or the Builders in the Subdivision may place signs at the entrance and/or on any Lot to advertise the Subdivision and the Lots for sale therein; and (iii) any Owner may display a sign of reasonable size provided by a contractor for security services within 10 feet of any entrance to the home.

7.04 Noxious and Offensive Activity. No noxious or offensive activity shall be carried on, in or upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to any other Owner.

7.05 Design Criteria; Structure. All improvements to be constructed or otherwise located on a Lot by an Owner shall comply with the following requirements:

- (a) Intentionally Deleted.
- (b) No House may exceed three (3) habitable stories above grade.
- (c) All sidewalks shall be constructed along the street right-of-way of each Lot in accordance with a uniform plan established by the Declarant. Accordingly, each site Plan submitted to the Architectural Review Committee shall show the location and material to be used for construction of the sidewalk, all as required and approved by the Architectural Review Committee. Each Owner shall construct or cause to be constructed on his or her Lot the approved sidewalk upon completion of the House on his or her Lot and before occupancy thereof.
- (d) The residential structure may contain a garage or carport; provided however, that no garage or carport may have a flat roof and any such garage or carport shall be in conformity with the general architecture of the primary residential building or structure.
- (e) Air-conditioning and heating units, blowers, towers, condensers or structures related thereto, when erected between the side of any building or structure and the side Lot line of the Lot on which said building or structure is located, shall be enclosed in conformity with the general architecture of the primary residential building or structure, or shielded by shrubbery. No window air-conditioning units shall be permitted on the front or sides of any residence so as to be visible from the front line of such Lot.
- (f) Underground electrical distribution facilities are required and no overhead electrical or similar wiring or lines shall be permitted.
- (g) All outside radio and T.V. antennas (including satellite dishes and other signal receiving/transmitting equipment) shall be installed in such a way as to minimize visibility from the front of the Lot and shall be placed on the back or side of any roof.
- (h) No plumbing or heating vent shall be placed on the front side of any roof.

- (i) Driveways must be made of concrete, unless an alternative surface is approved by the Architectural Review Committee in its sole discretion; provided, however, that in no event may any Driveway be painted, scored or otherwise colored.
- (j) During construction, all vehicles, including those delivering supplies, must be parked so as not to unnecessarily damage trees on a Lot or Common Area.
- (k) All building debris, stumps, trees, etc., must be removed from each Lot by the Owner thereof as often as necessary to keep the House and Lot attractive. Such debris shall not be dumped in any area of the Subdivision.
- (l) Walls or fences constructed or erected on any Lot shall be of ornamental iron, wood, vinyl or masonry construction. No wall or fence shall be constructed from the front property line to 20 feet behind the corner of the house nearest front property line. All Lots shall be grassed in the entire designated yard area by sodding and the yard shall be landscaped upon the completion of construction and before occupancy. It shall be the Owner's responsibility to maintain any landscaping, walls or fences situated on a Lot so that such improvements remain in an attractive, well-kept condition.
- (m) No outside clothes lines shall be permitted.
- (n) Following construction of a Home on a Lot, existing drainage shall not be altered in any manner, and specifically shall not be altered in such a manner as to divert the flow of water onto an adjacent Lot.
- (o) Any roof constructed over any structure on any Lot must be covered with composite shingles or such other types of roof coverings of a higher grade and quality than composite shingles as are approved by the Architectural Review Committee.

7.06 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except that dogs, cats, and other household pets may be kept subject to the rules and regulations adopted by the Association, provided that they are not kept, bred, or maintained for any commercial purpose. Pets must be kept leashed and/or under control at all times.

7.07 Waste. No rubbish, trash, garbage, or other waste material shall be kept or permitted upon any Lot except in sanitary containers located in appropriate area, screened and concealed from view.

7.08 Accessory Structures. Except as otherwise provided for herein, no patio cover, building or storage unit of any kind shall be erected, placed or set on any Lot unless such structure is attached to the House erected on the same Lot and the architecture and character of such structure matches that of said House. Notwithstanding the foregoing, one (1) accessory building may be erected, placed or set on any Lot if such structure is: (a) no more than eight (8)

feet in height; (b) located upon the back yard of such Lot; (c) enclosed on all sides by a wooden fence of at least six (6) feet in height; (d) of the same architecture and character of the House located on such Lot; and, (e) approved by the Architectural Review Committee.

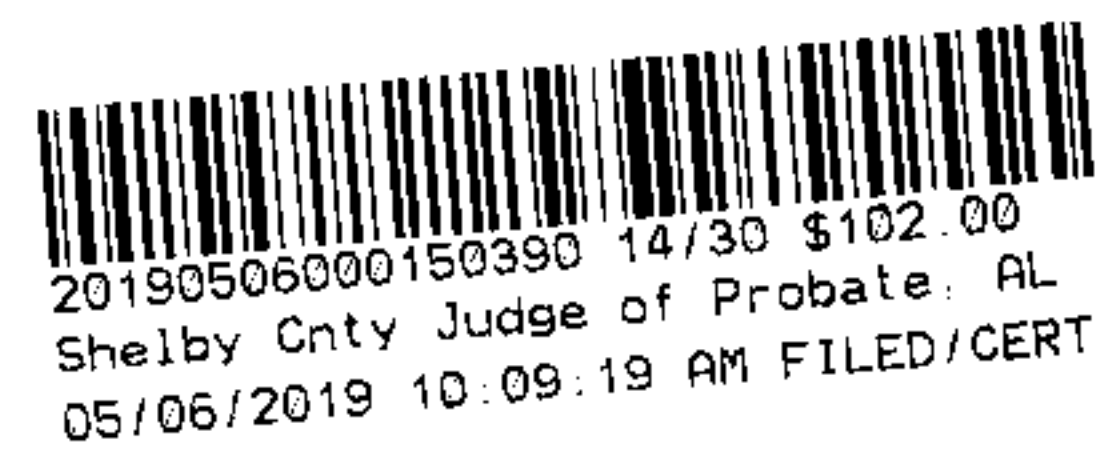
7.09 Temporary Structures. No structure of a temporary character, trailer, mobile home, motor home, modular building unit, basement, tent, shack, garage, barn, or other outbuilding shall be used at any time on the Lots as a residence, either temporarily or permanently.

7.10 Vehicles.

- (a) No inoperative cars, trucks, trailers, boats, campers or other types of vehicles shall be allowed to remain either on or adjacent to any Lot for a period in excess of forty-eight (48) hours; provided, however, this provision shall not apply to any such vehicle being kept in an enclosed garage.
- (b) No trucks larger than a one-ton pickup shall be parked in the Subdivision, except those reasonably necessary to complete approved improvements.
- (c) Recreational vehicles and campers shall not be parked or stored on any Lot. Boats shall be parked in garages or basements or shall be stored out of sight from all neighbors and fully screened by a privacy fence of no less than six (6) feet in height.
- (d) No permanent or long-term parking on streets is allowed. Parking in yards is strictly prohibited.
- (e) There shall be no major repair performed on any motor vehicle on or adjacent to any Lot unless performed inside an enclosed garage.
- (f) No noxiously loud or dangerous vehicles shall be allowed to be operated on any Lot.

7.11 Construction.

- (a) When the construction of any improvement upon any Lot has begun, work thereon shall be pursued diligently and continuously until full completion. All construction sites must be kept clean, and debris shall not be allowed to accumulate. During construction, the use of dumpsters for routine cleaning of construction sites is permitted.
- (b) No residence constructed on any Lot may be occupied prior to its substantial completion.
- (c) Landscaping shall be completed within sixty (60) days after completion of construction.



7.12 Pollution. There shall be no noxious emission of smoke, dust, odor, fumes, glare, noise, vibration, electrical or magnetic disturbance, detectable at the lot line or beyond.

7.13 Outdoor Lighting. No exterior lighting fixture (other than fixtures approved by the Architectural Review Committee) shall be installed within or upon any Lot without adequate and proper shielding of the fixture. No lighting fixture shall be installed that may become an annoyance or a nuisance to Owners or occupants of adjacent properties. No flood lights or security lights shall be allowed on any Lot. No light shall be attached to the soffits of any improvements on the Lot unless the lights are recessed.

7.14 Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste. All storage equipment for such material shall be kept in a clean and sanitary condition.

7.15 Oil and Mining Operations. No activity or hardware used for the purpose of exploration or extraction of minerals, oil, or gas shall be allowed on any Community Property at any time.

7.16 Firearms and Fireworks. The display or discharge of firearms or fireworks on any Lot or any Common Area is prohibited; provided, however, that the display of lawful firearms on the Common Area is permitted by law enforcement officers and also is permitted for the limited purpose of transferring firearms across the Common Area to or from an Owner's Lot. The term "firearms" includes "B-B" guns, pellet guns and other firearms of all types, regardless of size.

7.17 No Hanging of Items. No clothes, sheets, blankets, towels, laundry of any kind or other articles shall be hung out or exposed on any balconies, patios, or railings. Notwithstanding the foregoing, in the event the Association purchases any flags or other decorative items, each Owner shall hang any such flag or other decorative item from the exterior of such Owner's Home at the location, in the manner and at such times as shall be required by the Association in the Association's sole and absolute discretion.

7.18 Hazardous Items. No one shall use or permit to be brought onto any Lot or upon any of the Common Area any flammable oils or fluids such as gasoline, kerosene, naphtha or benzene, or other explosives or articles deemed hazardous to life, limb or property, without the written consent of the Board of Directors; provided, however, that an Owner may store and possess gasoline and other flammable or hazardous materials typically used in the operation and maintenance of a single family residence and yard, in reasonable quantities for personal use upon Owner's Lot without obtaining such written consent. The Board of Directors may require removal of any flammable or hazardous materials from the Subdivision if it determines, in its sole and absolute discretion, that any type or quantity of material is in violation of this Section.

7.19 Water and Sewer Service. The Owner of each Lot shall be required to connect to and use the central water distribution system and central sanitary sewage disposal system serving the Subdivision, and shall be responsible for paying all connection fees and assessments. No septic tanks or wells will be permitted.

7.20 Windows and Window Treatments. Reflective glass shall not be permitted on the exterior of any House or other structure. No foil or other reflective materials shall be installed on any windows or used for sunscreens, blinds, shades or for other purposes. All exterior window styles, materials, and colors must be approved by the Architectural Review Committee; provided, however, that in no event shall burglar bars and/or wrought iron doors be permitted.

7.21 Lots on Wetland Areas, Body of Water. No Lot shall be increased in size by filling in of any wetlands, body of water, creek or any waterway on which it may abut without appropriate governmental permits (if any are required) and prior written approval of the Architectural Review Committee.

7.22 Compliance With Law. In all cases, each Owner shall comply in all respects with all applicable laws, rules and regulations (including, without limitation, applicable zoning ordinances) promulgated by any governmental authority having jurisdiction over the Lots and the Common Area.

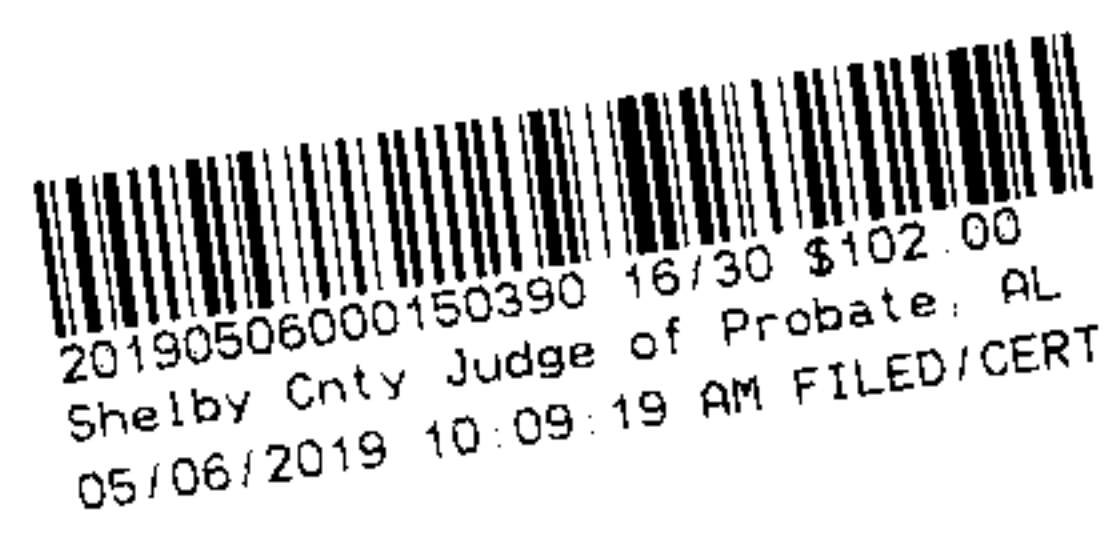
7.23 Swimming Pools. No swimming pools shall be constructed, altered or maintained upon any Lot without the prior written approval of the Architectural Review Committee in accordance with Article Six hereof. Notwithstanding the foregoing, any such swimming pool must also be constructed, equipped, and maintained in accordance with the laws, ordinances, regulations, rules and standards of any city, county, and/or state authorities having jurisdiction over the Subdivision. Any Owner who desires to construct a swimming pool on such Owner's Lot shall also, prior to completion of such swimming pool, construct a fence around such swimming pool, which fence must also be approved by the Architectural Review Committee in accordance with Article Six hereof. Notwithstanding anything contained herein to the contrary, (a) above-ground pools are expressly prohibited, and (b) pools may not be screened.

7.24 Stormwater Drainage Improvements. Owners shall not alter, fill or otherwise change any stormwater improvements made to such Owner's Lot by Declarant in the development of the Subdivision or by any Builder during the construction of a Home on such Owner's Lot, including, without limitation, any drainage ditches and/or swales, without the prior written approval of the Association, which may be withheld by the Association in its sole and absolute discretion.

ARTICLE EIGHT **ADDITIONAL RESTRICTIONS**

8.01 Leasing. Homes and Lots may be leased by an Owner for residential purposes only. Any Owner who leases his Home or any portion thereof shall be responsible for the acts of his tenants, including, without limitation, the violation of this Declaration and/or any rules and regulations promulgated by the Association hereunder.

8.02 Restrictions on Mortgaging Lots. Nothing contained herein shall be construed to place any restrictions on an Owner's right to mortgage his Lot.



8.03 Regulations. Reasonable regulations concerning the use of the Lots and the Common Area may be made and amended from time to time by the Board of Directors.

8.04 Lender's Notices. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Lot number or address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

- (a) Any condemnation or casualty loss that affects either a material portion of the Common Area or the Lot securing its mortgage.
- (b) Any sixty (60) day delinquency in the payment of Assessments or charges owed by the Owner of any Lot on which it holds the mortgage.

ARTICLE NINE

ENFORCEMENT; DURATION; AMENDMENT

9.01 Enforcement. The Association, the Board of Directors, the Architectural Review Committee and/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 imposed by the provisions of this Declaration. Failure by the Association, the Board of Directors, the Architectural Review Committee and/or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

9.02 Enforcement by Owners. An Owner may file a legal action for the violation of this Declaration (the "Complainant"), provided that the following procedure is strictly followed:

- (a) The Complainant must first give the Association written notice of the alleged violation of this Declaration together with a demand seeking that the Association enforce the terms of this Declaration as against said violator; and
- (b) The Association must fail to cause a cure of the alleged violation or, if the alleged violation has not been cured, fail to commence legal proceedings against said violator for the enforcement of the terms and conditions of this Declaration within one hundred twenty (120) days of the date of the Association's receipt of the notice referenced in subsection (a) hereof.

9.03 Attorneys' Fees. In any action (whether in advance of or prior to the initiation of any legal or equitable proceeding, in arbitration, in trial, in any administrative or other similar proceedings, or in any appeal from any of the same) pertaining to any condition, restriction or covenant herein contained (due to their alleged violation or breach) or for the enforcement of any lien against any Lot or against any Person, unless otherwise expressly provided in this Declaration to the contrary for specific instances and conflicts, the prevailing party shall be entitled to recover all costs, including reasonable legal fees and expenses.

9.04 Term. This Declaration is to take effect upon recordation and shall be binding upon the Association and all Owners and all persons and entities claiming title under and through

them for fifty (50) years after the date this Declaration is recorded in the public records, after which it shall be automatically extended for successive ten (10) year periods unless an instrument in writing, signed by Members holding at least eighty percent (80%) of the voting interests in the Association, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

9.05 No Additional Burden. Except as provided in Article Ten, no amendment of this Declaration shall place an additional burden or restriction or requirement on any Lot where the Owner of such Lot does not join in said amending instrument.

9.06 Amendments. Except as provided in Article Ten, this Declaration may be amended by vote of the Members having sixty-seven percent (67%) of the voting interests in the Association, or by a written instrument signed by the same percentage of Members; provided, however, that unless and until Turnover has occurred no such amendment may be effected without the written consent of Declarant to such amendment, which consent may be withheld by Declarant in Declarant's sole and absolute discretion. Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party to amend this Declaration by any instrument in writing duly signed, acknowledged and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or adversely affect the vested property or other rights of any Owner or such Owner's Mortgagee.

ARTICLE TEN **RESERVED DECLARANT RIGHTS**

10.01 General Reserved Rights. Until Turnover, Declarant reserves unto itself, its successors and assigns:

- (a) A right-of-way and easement for ingress and egress and easement for utilities, drainage, maintenance, repairs and other related uses over, along, and across the Common Area for all purposes relating in any manner to the subdividing, developing or aiding in the development of the Subdivision or any parts or parts thereof or additions thereto by Declarant or others.
- (b) The right to grant easements and rights-of-way of ingress and egress and for drainage, utilities, maintenance and repairs along, over, across and under the Common Area to any person, firm, corporation or entity for use as ingress or egress or for drainage, utilities, maintenance and repairs.
- (c) The right to maintain, and grant Builders the right to maintain, a sales office and/or a management office and/or one or more model homes in the Subdivision

and to maintain signs therein advertising the Subdivision and to conduct its business and sales activities pertaining to the Subdivision therein and therefrom.

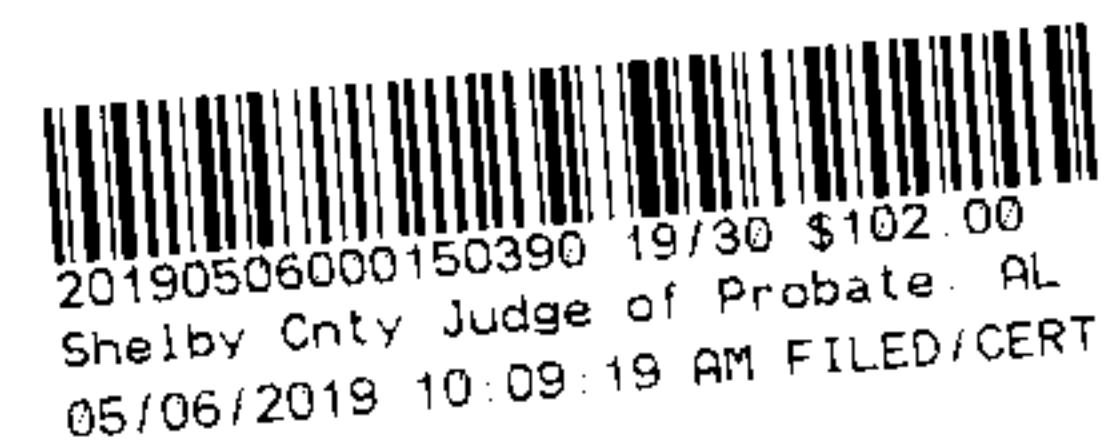
Except as set forth in Section 10.04, all of the above rights and interests reserved by Declarant may be exercised by Declarant without the consent or concurrence of the Association or any Member.

10.02 Right to Annex Property. Declarant hereby reserves the right, exercisable in its sole and absolute discretion, to (a) make any or all of the Additional Property subject to all or any of the terms and conditions of this Declaration and/or (b) permit owners of Additional Property to become Members of the Association. No assurances can be made as to whether any Additional Property will be annexed. Furthermore, Declarant expressly reserves the right to exercise this right on multiple occasions until such time as all Additional Property has been annexed into the Subdivision and made subject to this Declaration. No assurances can be made with respect to the boundaries of any portions of any Additional Property that might be annexed. Declarant's option to annex any Additional Property in accordance with this Section shall expire upon Turnover. The Additional Property may be annexed in accordance with this Section by an amendment to this Declaration, which amendment may be made and entered into by Declarant in its sole and absolute authority and discretion without the consent, approval or signature of the Association or any Member. Notwithstanding anything contained in this Section to the contrary, (a) no Additional Property shall be subject to this Declaration unless and until Declarant executes an amendment to this Declaration affirmatively exercising Declarant's rights hereunder and records such amendment in the office in which this Declaration is recorded, and (b) in the event Declarant exercises its right to annex any Additional Property in accordance with this Section, Declarant shall also have the sole and exclusive right (i) to alter or amend the terms of Article Seven hereof as those terms pertain to any Lots created out of such Additional Property, (ii) exempt any Lots created out of such Additional Property from any or all of the requirements of Article Seven hereof, and/or (iii) impose additional covenants and obligations on any Lots created out of such Additional Property.

10.03 Amendment of Declaration by Declarant. Until Turnover, Declarant reserves unto itself the right, authority and power to amend this Declaration in any manner Declarant deems necessary and appropriate. Any amendment to this Declaration made in accordance with this Section shall require only the signature of Declarant and shall not require the signature of any other Owner or any Mortgagee of any Owner, except as required by Section 10.04.

10.04 Intentionally Deleted

10.05 Turnover. Except as is provided in Section 10.02(c) hereof to the contrary, all rights of Declarant hereunder shall automatically terminate upon Turnover, except those rights that Declarant holds as an Owner and not by virtue of being the declarant under this Declaration, which shall continue as long as Declarant is an Owner.



ARTICLE ELEVEN
INSURANCE; CASUALTY

11.01 Insurance on Common Area. The Association shall obtain the insurance coverage necessary to satisfy the requirements, if any, of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the U.S. Department of Veterans Affairs, and the U.S. Department of Housing and Urban Development, as applicable to the Subdivision. Without limiting the foregoing, the Board shall obtain casualty insurance for all insurable improvements, whether or not located on the Common Area, which the Association is obligated to maintain. This insurance shall provide, at a minimum, fire and extended coverage and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board shall obtain a public liability policy applicable to the Common Area covering the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents, and, if reasonably available, directors' and officers' liability insurance. Policies may contain a reasonable deductible as determined by the Board. In addition to the other insurance required by this section, the Board shall obtain worker's compensation insurance, if and to the extent necessary to satisfy the requirements of applicable laws, and a fidelity bond or bonds on directors, officers, employees and other persons handling or responsible for the Association's funds, if reasonably available. If obtained, the amount of fidelity coverage shall cover the maximum funds that will be in the custody of the Association or its management agent at any time while the policy is in force, or any lesser amount of fidelity coverage allowable under the applicable Fannie Mae guidelines. Fidelity coverage shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation. All such insurance coverage shall be written in the name of the Association. The expense of all insurance coverage obtained by the Association in accordance with this Section shall be a Common Expense.

11.02 Individual Insurance. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner acknowledges that the Association has no obligation to provide any insurance for any portion of individual Lots and each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry all-risk casualty insurance on the Lot and all structures constructed thereon and a liability policy covering damage or injury occurring on a Lot. The casualty insurance shall cover loss or damage by fire and other hazards commonly insured under an all-risk policy, if reasonably available and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The policies required hereunder shall be in effect at all times.

11.03 Damage and Destruction – Insured by Association. Not later than ninety (90) days after damage or destruction by fire or other casualty to any portion of any improvement covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in

applicable building codes. Any damage or destruction to property covered by insurance written in the name of the Association shall be repaired or reconstructed unless, within 120 days after the casualty, a proposal not to repair or reconstruct such property is approved by at least seventy-five percent (75%) of the voting interests of the Members. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed one hundred eighty (180) days. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a special Assessment against the Owner of each Lot. Additional Assessments may be made in like manner, as necessary, at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess shall be deposited to the benefit of the Association. In the event that it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, the property shall thereafter be maintained by the Association in a neat and attractive condition.

11.04 Damage and Destruction – Insured by Owners. The damage or destruction by fire or other casualty to all or any portion of any improvement on a Lot shall be repaired by the Owner thereof within ninety (90) days after such damage or destruction or, where repairs cannot be completed within ninety (90) days, they shall be commenced within such period and shall be completed within a reasonable time thereafter. Alternatively, the Owner may elect to demolish all improvements on the Lot and remove all debris therefrom within ninety (90) days after such damage or destruction.

ARTICLE TWELVE **MISCELLANEOUS**

12.01 Savings. If any provision or provisions of this Declaration, or any article, section, sentence, clause, phrase, or word herein, or the application thereof, is in any circumstances held invalid, the validity of the remainder of this Declaration and the application thereof shall not be affected thereby.

12.02 Captions. The captions in this Declaration are for convenience only and are not a part of this Declaration and do not in any way limit or amplify the terms and provisions of this Declaration.

12.03 Applicable Law{tc \12 "Section 12.05 Applicable Law}. The laws of the State of Alabama shall govern this Declaration. All actions or proceedings in any way, manner or respect, arising out of or from or related to this Declaration shall be litigated only in courts having situs within the county in which the Subdivision is located. Each Owner hereby consents and submits to the jurisdiction of any local, state or federal court located within said county and state and hereby waives any rights it may have to transfer or change the venue of any such

litigation. The prevailing party in any litigation in connection with this Declaration shall be entitled to recover from the other party all costs and expenses, including, without limitation, fees of attorneys and paralegals, incurred by such party in connection with any such litigation.

12.04 Effect of Waiver or Consent{tc \12 "Section 12.11 Effect of Waiver or Consent}. A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations hereunder is not a consent or waiver to or of any breach or default in the performance by that Person of the same or any other obligations of that Person. Failure on the part of a Person to complain of any act or to declare any Person in default hereunder, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default.

12.05 Headings. The headings and captions herein are used solely as a matter of convenience and shall not define, limit or expand any term or provision of this Declaration.

12.06 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a subdivision in accordance with Alabama law. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

12.07 Notice. All notices required or desired under this Declaration to be sent to the Association shall be sent certified mail, return receipt requested, by hand delivery or by a recognized overnight courier who maintains verification of delivery, to the Secretary of the Association, at such address as the Association may designate from time to time by notice in writing to all Owners. All notices to any Owner shall be delivered by hand delivery, by a recognized overnight courier who maintains verification of delivery in person, or sent by first (1st) class mail to the address of such Owner's Lot, or to such other address as he may have designated from time to time, in a writing duly received, to the Association.

12.08 Conflict Between Documents. In the event of any conflict or ambiguity between the terms, provisions, definitions, covenants and conditions set forth herein in this Declaration and the HOA Act, then the provisions of the HOA Act shall at all times control. If there is any conflict or inconsistency between the terms and conditions of this Declaration and the terms and conditions of the Certificate of Formation, the Bylaws or any rules and regulations promulgated hereunder, the terms and conditions of this Declaration shall control. If there is any conflict or inconsistency between the terms and conditions of the Certificate of Formation and the terms and conditions of the Bylaws or any rules and regulations promulgated hereunder, the terms and conditions of the Certificate of Formation shall control. If there is any conflict or inconsistency between the terms and conditions of the Bylaws and the terms and conditions of any rules and regulations promulgated hereunder, the terms and conditions of the Bylaws shall control.

ARTICLE THIRTEEN

WASTEWATER SEWER SYSTEM

13.01 Notice is hereby given to each Owner of a Lot connected to or to be connected to the Wastewater Sewer System owned and operated, or to be owned and operated by the Utility.

that prior to the construction of a residence or other structure requiring sewer service being constructed upon the Lot, an individual plot plan must be, and will be, submitted by the Owner to the Utility (and if required, to the County Health Department) showing the location or proposed location of underground utility lines, driveways, sewage lines, septic tank, house and other structures, location of all surface waters, water storage or flood easements, existing or proposed wells and all setbacks per the Alabama Department of Public Health's Onsite Sewage Treatment and Disposal rules (the "Rules") found in Alabama Administrative Code Chapter 420-3-1. The plan must be drawn to scale, show all drainage plans and other applicable information required by 420-3-1-.17 of the Rules.

13.02 No part of the Onsite Sewer System or the Utility's Wastewater Sewer System for the Lot may be covered or used until the Utility, and if required, the County Health Department, is afforded an opportunity to inspect the system per 420-3-1-.20 of the Rules. No major modification shall be made onsite without the prior approval of the Utility, and if required, the County Health Department having jurisdiction over the Wastewater Sewer System.

13.03 Any proposed installation of any component of the Lot's Onsite Sewer System or of the Wastewater Sewer System to be situated in any public right-of-way shall be submitted to, and approved by, the governmental authority having jurisdiction over the right-of-way.

13.04 If required by the engineered design of the Wastewater Sewer System, the Owner shall provide: (a) a watertight septic tank, (b) a filter at the septic tank, (c) a sewer service discharge line from the septic tank to the point of connection to the common sewer line of the cluster wastewater system, (d) any pumps or force mains required to discharge effluent from the septic tank to the Wastewater Sewer System common collection lines, all of which must be acceptable to the Utility, and (e) a lockable shutoff valve on the Lot side of the water meter to which the Utility is hereby granted access for the purpose of shutting off the water service to the Lot pursuant to Utility's tariff on file with the Alabama Public Service Commission.

13.05 Prior to discharging into the Wastewater Sewer System, the Owner and the Owner's tenant, if any, must enter into a written sewer service contract with the Utility setting forth the terms and conditions upon which the sewer service will be provided by the Utility. Once a sewer service contract is entered into between the Utility and the Owner, the regular monthly or annual sewer service fee shall commence. If the structure is new construction then the sewer service fee shall commence upon the first to occur of (a) the issuing of a certificate of occupancy by the appropriate governmental authority, or (b) the connection is made for permanent water and electricity utility service to the Lot.

13.06 Each Owner, for itself and for its successors and assigns, expressly grants to the Utility and its successors and assigns the right to shut off and deny water service to the Lot in the event the agreement for sewer service is not entered into or is breached by the Owner. The Utility retains exclusive right to extend sewers lines beyond the limits of the Community Property and Wastewater Sewer System to serve other real property so long as such extensions cause no additional expense to the Owner or the Declarant.

13.07 Declarant and each Owner grants Utility, and its agents, contractors, sub-contractors and their personnel, access over and across the Community Property, to construct, inspect, test, maintain, repair, replace or remove the Onsite or Wastewater Sewer System components situated thereon. Each Owner acknowledges and agrees that the Lot's septic tank, if any, should be pumped every third to fifth year or such other interval of time as shall be required by the appropriate governmental authority. Each Owner grants Utility and its personnel, contractors, or subcontractors, access to timely pump the Lot's septic tank, if any.

13.08 Owner, its heirs, personal representatives, successors and assigns, shall refrain from constructing, planting or placing structures, fences, trees, shrubs or landscaping improvements, except grass or mulch, on or over any easement utilized by the Utility, and if any structures, fences, trees, shrubs or landscaping improvements constructed, planted or placed on or over the Utility's easements shall be disturbed or destroyed by the Utility or its personnel, agents, subcontractors or sub-contractors, Owner, its heirs, personal representatives, successors and assigns, shall release and hold Utility, its personnel, agents, subcontractors or subcontractors, harmless from and against any claim of damage or loss arising from installation, maintenance, repair, testing or servicing any component of the Wastewater Sewer System, except the planting of grass or replacing of mulch. In the event the grass, trees, shrubs, structures, and landscaping of the Lot is disturbed by the Utility, the Utility will, at the Utility's expense, use reasonable efforts to restore the same, except that mature trees and shrubs may be replaced with young potted examples of similar species.

13.09 Owner agrees that if Owner discovers a defect or failure of any component, line, filter, pump control or Septic Tank or other component of the Wastewater Sewer System, Owner shall promptly notify the Utility. In the event the Utility does not respond in a timely manner, the Utility hereby agrees that the Owner may correct the condition and charge the reasonable cost thereof to the Utility.

13.10 Owner agrees to pay Utility a fee for connecting to the Wastewater Sewer System (herein referred to as the "Connection Fee") in the amount of \$49.50, as a one-time charge for initial account set-up. This Connection Fee may be changed if and as changes to Utility's tariff are approved by the Alabama Public Service Commission.

13.11 Prior to connecting to the Utility's Wastewater Sewer System, Owner, at its sole cost, shall contract with a licensed contractor approved by the Utility and the appropriate governmental authorities to install the on-site components or to make all necessary improvements and installations to the Owner's present onsite sewer system as required by the Utility and the appropriate governmental authorities.

13.12 Owner shall not discharge any effluent into the Wastewater Sewer System prior to completion of construction of the Wastewater Sewer System. "Completion" will occur when the Utility and any governmental or regulatory authority having jurisdiction thereof, approves the Wastewater Sewer System for use as a sanitary sewer system and certifies same in writing.

13.13 Owner hereby authorizes Utility to give **Public Notice** that the Subdivision, Community Property and Lot described herein are subject to an onsite sewage disposal permit

issued by the appropriate governmental authority. The permit may restrict the use of the Lot or obligate the owners of the Lot and the Utility to special maintenance and reporting requirements.

13.14 The Owner for itself its purchasers, heirs, personal representatives, successors and assigns, as owner of a Lot connected to or to be connected to the Wastewater Sewer System owned and operated, or to be owned and operated by Utility, does covenant and agree to abide by the following rules and prohibitions:

PROHIBITED SUBSTANCES

DO NOT FLUSH

Coffee grinds	Dental floss	kitty litter	Tampons
Disposal diapers	sanitary napkins	Cigarette butts	Condoms
Fats, grease or oil	Paper towels	Paints	Varnishes
Thinners	Motor oil	Pesticides	Fuels
	Photographic solutions		

NO GARBAGE DISPOSALS SHALL DISCHARGE INTO THE SYSTEM

SWIMMING POOLS SHALL NOT DISCHARGE INTO THE SYSTEM

GENERAL:

- A. No storm water from pavements, area roads and ways, roof runoff water, foundation drains, subsurface drains, water from springs, cooling water, basement sump pump discharge, photographic developing or processing chemicals, unpolluted industrial or commercial process water, or other sources shall be admitted to the Utility's sewer system.
- B. The discharge of garbage to the Utility's sewer system is expressly prohibited.

DO NOT DISCHARGE:


- A. No person shall cause or permit to be discharged into the Utility's wastewater sewage system any toxic substance or waste having any of the following characteristics:
- B. Waste containing any gasoline, naphtha, fuel, oil or other liquids, solids or gases which by reason of their nature or quality may cause fire or explosion or be in any other way injurious to persons, the structures of the wastewater sewage system or its operation.
- C. Wastewater containing any photographic developing or processing fluids or chemicals.
- D. Waste having a temperature in excess of 120 degrees fahrenheit or lower than 20 degrees fahrenheit.
- E. Washes having a PH lower than 6.0 or higher than 9.0 having any corrosive property capable of causing damage or hazards to structures, components, equipment or personnel of the Wastewater Sewage System.

- F. Waste containing any noxious or malodorous gas or substance that either singly or by interaction with sewage or other waste is likely, in the opinion of the appropriate governmental authority or the Utility, to create a public nuisance or hazard to life or prevent entry to sewers for their maintenance or repair.
- G. Waste containing ashes, cinders, sand, mud, straw, shavings, metal, paint, glass, rags, feathers, tar, plastic, wood, cotton or other fibers, lime, slurry or any other solid or viscous material of such character or in such quantity as in the opinion of the Utility may cause an obstruction to the flow in sewers or otherwise interfere with the proper operation of the sewer system.
- H. Waste containing insoluble, non-flocculent substances having a specific gravity in excess of 2.65. Waste water containing soluble substances in such concentrations as to cause the specific gravity to be greater than 1.1.
- I. Waste containing any of the following substances in concentrations exceeding those shown in the following tables as measured by an acceptable method:

SUBSTANCE	MAXIMUM PERMISSIBLE CONCENTRATIONS (mg per 1000 gallons)
Phenolic Compounds, e.g.,	
As C ₆ H ₅ OH	1.00
Cyanides as CN	0.00
Cyanates as CNO	0.00
C.B.O.D. (5 day)	300.00
Iron as FE	3.00
Trivalent Chromium as CR plus three	0.05
Hexavalent Chromium as CR plus six	0.05
Nickel as Ni	0.05
Copper as Cu	0.50
Lead as Pb	0.50
Zinc as Zn	0.50
Mercury as Hg	0.00

- J. Waste containing other matter detrimental to the operation of a sewage treatment plant or sanitary sewers causing erosion, corrosion or deterioration in sewers, equipment and structures of a sanitary or sewer plant.
- K. Waste containing more than 100 mg per 1000 gallons by weight of tar, fat, oil or grease.
- L. Waste containing more than 10 mg per 100 gallons of any of the following gases: hydrogen sulfide, sulfur dioxide, nitrous oxide, or any of the halogens.
- M. Waste containing toxic substances in quantities sufficient to injure or interfere with any sewage treatment process, constitute a hazard humans or animals or create any hazard in the sewer system operation and such toxic waste shall include, but not be limited to, waste containing cyanide, chromium and/or copper ions.
- N. Any waste containing toxic substances in quantities sufficient to interfere with biochemical processes of the sewage treatment works or that will pass through the sewage treatment works and exceed the local, state and/or federal requirements in respect thereof.


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Shelby Cnty Judge of Probate, AL
05/06/2019 10:09:19 AM FILED/CERT

IN WITNESS WHEREOF, Declarant has executed this Declaration by and through its duly authorized representative as of the date first set forth above.

DECLARANT:

D.R. Horton, Inc.- Birmingham,
an Alabama corporation


By: 
Name: Andrew Hancock
As Its Division President

STATE OF ALABAMA :
COUNTY OF Shelby :

I, the undersigned Notary Public, in and for said State and said County, hereby certify that Andrew Hancock, whose name as Division President of D.R. Horton, Inc. - Birmingham, an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Division President and with full authority, executed the same voluntarily as and for the act of said corporation on the day the same bears date.

Given under my hand and official notarial seal this the 3rd day of May, 2019.

{SEAL}


NOTARY PUBLIC
My Commission Expires: Nov. 7, 2019



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Shelby Cnty Judge of Probate, AL
05/06/2019 10:09:19 AM FILED/CERT

EXHIBIT "A"
DESCRIPTION OF THE SUBDIVISION PROPERTY

A parcel of land situated in Section 26, Township 20 South, Range 4 West, Shelby County, Alabama, being more particularly described as follows:

Begin at a 3" capped pipe at the SE corner of the SE 1/4 of the NW 1/4 of Section 26, Township 20 South, Range 4 West, Shelby County, Alabama; thence S 89°30'35" W along the south line of said 1/4-1/4 section a distance of 498.17 feet to a rebar capped EDG on the easterly right-of-way of Shelby County Highway 93; thence N 32°40'19" E leaving said 1/4-1/4 line and along said right-of-way a distance of 133.74 feet to a concrete monument at a point of non-tangent curve to the left having a central angle of 76°25'10" and a radius of 624.94 feet, said curve subtended by a chord bearing N 10°05'22" W and a chord distance of 773.10 feet; thence along said right-of-way and the arc of said curve a distance of 833.53 feet to a concrete monument; thence N 49°03'37" W along said right-of-way a distance of 633.38 feet to a point on a curve to the right having a central angle of 88°53'25" and a radius of 205.00 feet, said curve subtended by a chord bearing N 86°30'30" E and a chord distance of 287.09 feet; thence leaving said right-of-way and along the arc of said curve a distance of 318.04 feet to a point; thence N 40°57'13" E a distance of 150.00 feet to a point; thence N 44°34'07" E a distance of 1001.99 feet to a point; thence N 0°32'57" W a distance of 392.86 to a rebar capped Arrington at the SW corner of Lot 23A of Resurvey of Lots 21, 22, and 23 Quail Ridge recorded in Map Book 39 Page 149 in the Office of the Judge of Shelby County, Alabama; thence N 78°23'01" E along the southern line of Lot 23A a distance of 316.32 feet to a rebar capped Arrington; thence N 40°20'20" E along the southeastern line of Lot 23A a distance of 105.24 feet to a rebar capped Arrington; thence N 88°58'31" E along the southern line of Lot 23A a distance of 73.24 feet to a rebar capped Arrington at the SW corner of Lot 24 of Quail Ridge as recorded in Map Book 22 Page 35 in said county and the north line of the NW 1/4 of the NE 1/4 of said section; thence N 89°27'30" E along the south line of Lots 24, 33, 34, and 35 and along the north line of said 1/4-1/4 section a distance of 841.84 feet to a 3" capped pipe at the NE corner of said 1/4-1/4 section; thence S 00°03'53" E a distance of 984.69 feet to a 3" capped pipe; thence S 0°02'02" W a distance of 346.98 feet to a 3" capped pipe at the SE corner of said 1/4-1/4 section; thence S 68°36'52" E a distanced of 1056.89 feet to a 1" open pipe on the northwesterly right-of-way of Shelby County Highway 13, said point being a point on a curve to the right having a central angle of 2°12'02" and a radius of 1392.39 feet, said curve subtended by a chord bearing S 74°41'29" W and a chord distance of 53.47 feet; thence along the arc of said curve and along said right-of-way a distance of 53.48 feet to a concrete monument; thence S 75°47'30" W along said right-of-way a distance of 1007.06 feet to a 1/2" rebar capped EDG at the point of curve to the left having a central angle of 39°26'42" and a radius of 878.48 feet, said curve subtended by a chord bearing S 56°04'09" W and a chord distance of 592.91 feet; thence along the arc of said curve and along said right-of-way a distance of 604.78 feet to a 1/2" rebar capped EDG; thence N 60°15'36" W leaving said right-of-way a distance of 309.55 feet to a axle; thence S 89°44'24" W a distance of 534.79 feet to a 1/2" rebar capped EDG on the east line of the SE 1/4 of the NW 1/4 of said section; thence S 0°06'04" E along said 1/4-1/4 line a distance of 516.94 feet to the POINT OF BEGINNING. Said parcel of land contains 94.74 acres, more or less.

EXHIBIT "B"
DESCRIPTION OF THE ADDITIONAL PROPERTY

A parcel of land situated in the North 1/2 of the NW 1/4 of Section 26, Township 20 South, Range 4 West, Shelby County, Alabama, being more particularly described as follows:

BEGIN at a 1" bolt at the NW corner of the NE 1/4 of the NW 1/4 of Section 26, Township 20 South, Range 4 West, Shelby County, Alabama; thence N 89°16'47" E along the north line of said 1/4-1/4 section a distance of 306.18 feet to the centerline of Hurricane Creek; thence S 09°32'51" E leaving said 1/4-1/4 section line and along said centerline a distance of 8.75 feet to a point; thence S 03°55'40" E along said centerline a distance of 20.45 feet to a point; thence S 21°48'05" E along said centerline a distance of 5.20 feet to a point; thence: thence S 45°33'15" E along said centerline a distance of 13.00 feet to a point; thence S 51°08'06" E along said centerline a distance of 14.51 feet to a point; thence S 72°15'55" E along said centerline a distance of 14.82 feet to a point; thence S 39°38'34" E along said centerline a distance of 5.06 feet to a point; thence S 31°37'15" W leaving said centerline a distance of 608.65 feet to a point; thence S 74°08'38" W a distance of 114.49 feet to a point; thence N 08°01'43" W a distance of 190.50 feet to a point; thence N 48°23'34" W a distance of 399.86 feet to a point; thence S 89°25'02" W a distance of 507.19 feet to a point on the easterly right-of-way of Shelby County Hwy 93, said point also being a point on a non-tangent curve to the right having a central angle of 15°42'52" and a radius of 539.44 feet, said curve subtended by a chord bearing N 03°05'13" W and a chord distance of 147.49 feet; thence along the arc of said curve and along said right-of-way a distance of 147.95 feet to a rebar capped EDG on the north line of NW 1/4 of the NW 1/4 of said section; thence N 89°47'18" E leaving said right-of-way and long said north line a distance of 365.80 feet to a 1/2" rebar capped R Moore; thence N 89°06'48" E along the north line of said 1/4-1/4 section a distance of 555.36 feet to the POINT OF BEGINNING. Said parcel contains 7.74 acres, more or less.

