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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CAMDEN PARK, PHASE ONE SECTOR ONE A SUBDIVISION TO THE CITY OF CALERA, ALABAMA

KNOW ALL MEN BY THESE PRESENTS:

That Birmingham LD, LLC ("Declarant/Developer"), an Alabama limited liability company, being the owner and developer of the following-described property located in the City of Calera, Shelby County, Alabama, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO (the "Property")

said Property having been duly platted as Lots # 1-32, 48-67, and 125-16, Camden Park Phase One Sector One Subdivision, an addition to the City of Calera, Shelby County, Alabama, a copy of said Plat (as defined below) being attached hereto as Exhibit "B", and hereinafter referred to as "Camden Park" ("the Subdivision"), this Declaration of Covenants, Conditions and Restrictions ("Declaration" or "Covenants") being for the benefit of Declarant and each successive owner of any Lot within the Property, and to provide for the efficient preservation and maintenance of the Property and Common Areas (as defined below) contained therein, the Declarant desires to impose upon the Property the covenants, conditions, restrictions, easements, and charges contained in this Declaration and, further, shall create the Camden Park Property Owners Association, Inc. , an Alabama non-profit corporation ("Association") to which will be delegated and assigned the power and obligation of maintaining the Property and Common Areas and other Association business in accordance with the terms of this Declaration.

And the said Declarant, as owner and developer of said Property and Subdivision, does hereby state that these Covenants shall establish covenants running with the land for the period of time hereinafter set forth, as provided by law, and shall be binding upon all purchasers and owners of Lots within the Subdivision, and upon such owners' heirs, personal representatives, successors and assigns, and upon all persons claiming under them.

1. Definitions.

The following words, when used in these Covenants or any amendments or supplements hereto shall have the respective concepts and meanings set forth below:

"**Addition**" or "**Subdivision**" shall mean and refer to the Property described above.

"**Association**" shall mean and refer to "Camden Park Property Owners Association, Inc." established with or after the filing of this Declaration.

"**Board**" or "**Board of Directors**" shall mean and refer to the Board of Directors of the Association elected in accordance with the provisions of the Bylaws of the Association.

"**Builder**" shall mean a residential builder licensed under Alabama law.

"**Bylaws**" shall mean and refer to the Bylaws of the Association, as amended from time to time.

"**City**" shall mean the city of Calera, Alabama.

"**Common Areas**" shall mean and refer to the areas of mutual enjoyment and benefit within the Subdivision as identified on the Plat and to any and all other areas which service the Subdivision and Property or which is intended for or devoted to the common use, service and enjoyment of the Members of the Association, including but not limited to recreational facilities, trails, all sidewalks, easements, perimeter fencing, entry-ways and drainage retention/detention ponds. The Association shall hold such title to the Common Property as shall be consistent with the objectives envisioned herein and subject to the easement rights herein of the Members to use and enjoy the Common Properties or receive the benefits therefrom. The Declarant reserves the right to affect minor redesigns or reconfigurations of the Common Property and execute any open space declarations applicable to the Common Property.

"**Declarant**" and "**Developer**" shall mean and refer to Birmingham LD, LLC an Alabama limited liability company, and its successors and assigns.

"**Lot**" or "**Lots**" shall mean and refer to any plot or tract of land which is properly identified or designated as a lot on the Plat.

"**Member**" or "**Members**" shall mean and refer to each Owner.

"**Owner(s)**" shall mean the owner of a Lot and refer to each and every person or business entity who or which is a record owner or subsequently becomes a record owner of a fee or undivided fee interest in any Lot subject to these Covenants.

"**Plat**" shall refer to the plat of Camden Park Phase One Sector One, filed of record in Shelby County, on December 11, 2020, Map Book 53, Page 65A-65B, and as attached as Exhibit "B".

"**Turnover Date**" shall mean the **later** of (a) five (5) years from the date hereof or (b) the first to occur of the following: *(i)* the date on which Developer and any affiliates of Developer cease to own any portion of the Subdivision or *(ii)* the date on which Developer elects, in its sole and absolute discretion, to relinquish *(1)* all rights to appoint and remove members of the Board pursuant to Section 2(c) and *(2)* all voting rights in the Association reserved to Developer pursuant to Section 2(b).

2. Membership and Voting Rights in the Association; Additions.

(a) Membership. Every Owner of a Lot shall automatically be a member of the Association. In the event the Owner of a Lot is a corporation or partnership, a partner or corporate officer shall be designated to cast the vote on behalf of the partnership or corporation.

(b) Voting Rights. The Association shall have one (1) class of membership for purposes of voting. Owners shall be entitled to one (1) vote for each Lot owned by the Owner. Notwithstanding, the Declarant shall have four (4) votes per Lot on all matters until the Turnover Date (at which time the Declarant shall have one (1) vote per Lot still owned).

(c) Election of Board of Directors. In addition to all other rights and privileges granted to the Declarant under this Declaration, and notwithstanding any provisions of the Bylaws to the contrary, the Declarant shall be entitled to appoint and remove any and all members of the Board of Directors of the Association until the Turnover Date. From and after the Turnover Date, the Owners shall have the exclusive right to appoint and remove any and all of the members of the Board in accordance with the terms and provisions of the Bylaws.

(d) Quorum, Notice and Voting Requirements. The quorum, notice and voting requirements of and pertaining to the Association are set forth within the Bylaws. Subject to the provisions of Section (b) above and any other provision to the contrary set out in these Covenants or the Bylaws, any action by or on behalf of the Association, except for actions allowed to be taken by the Board of Directors alone, may be taken with the assent given in writing and signed by Members who collectively hold or control a majority of the outstanding votes of the Association.

(e) Additions to the Property/Subdivision. Additional tracts of land together with the improvements situated thereon may become subject to this Declaration and Covenants and added to the Subdivision if properly approved by procedures set forth in these Covenants or the Bylaws of the Association, or by the annexation of additional property which can be accomplished by Declarant (or an affiliated corporate owner) at any time without the joinder of any other party by recording a supplemental declaration hereto or by noting such annexation on a separate instrument/declaration for the additional lands to be annexed hereto. Upon doing so, any additional property subjected to this Declaration and added to the Subdivision shall be included in and deemed a part of the Association, subject to all rights, privileges, and obligations associated therewith pursuant to the terms hereof and the Bylaws

3. Assessments.

(a) Assessments; Creation of Lien. Each Owner, except for Declarant, of any Lot, by the acceptance of a deed therefore, whether or not it shall be so expressed in such deed, covenants and agrees to pay the Association (collectively, "Assessments"):

(i) A one-time Initial Assessment, as hereinafter defined, upon receiving a deed for a Lot to supplement Annual Assessments for maintenance, taxes and insurance on Common Areas and other Association expenses.

(ii) Annual Assessments, as hereinafter defined, or charges for maintenance, taxes and insurance on Common Areas as herein set forth and as established by the Association;

(iii) Special Assessments, as hereinafter defined, for capital or other improvements or acquisitions, which assessments are to be established and collected as hereinafter provided;

(iv) Special Individual Assessments, as hereinafter defined, which might be levied against individual Lot Owners to reimburse the Association for extra costs for maintenance and repairs caused by the willful or negligent acts of the individual Owner, his family, guests, or invitees and not caused by ordinary wear and tear; and

(v) Individual Assessments, as hereinafter defined, and fines levied against individual Lot Owners for violation of rules and regulations pertaining to the Association and/or Common Areas.

All Assessments, together with late charges, interest, costs and reasonable attorney's fees required to collect the same, if any, shall be an equitable charge and continuing lien upon each Lot for which the Owner thereof is responsible for the payment of the same, which lien may be enforced in the manner provided in Section 3(i) below. Each Owner shall be personally liable for the payment of Assessments coming due while he or she is the Owner of a Lot and his or her grantee shall take title to such Lot subject to the equitable charge and continuing lien therefor, but without prejudice to the rights of such grantee to recover from his or her grantor any amounts paid by such grantee to the Association which were the legal obligations of the grantor. Assessments shall be made pursuant to the Bylaws of the Association.

(b) Purpose. The Annual Assessments and Special Assessments levied by the Board on behalf of the Association shall be used to enhance the natural environment, appearance and beauty of the Subdivision, promote the health, recreation, safety, and general welfare of the residents, and maintenance, repair and improvement the Common Areas.

(c) Deposit of Assessments. All sums from Assessments or related payments shall be collected and held by the Association and shall be used for the purposes set forth in these Covenants and the Bylaws of the Association.

(d) Initial Assessment. Upon the conveyance and/or closing of any Lot (and for all closings or conveyances of the same Lot thereafter), the new Owner shall pay a one-time initial assessment in the amount of $175.00 (no proration) (the "Initial Assessment"). This Initial Assessment shall be collected at closing by the closing company/agent or shall be paid by the new Owner upon conveyance and/or closing, without additional notice required from the Association. The Board may waive or suspend this requirement but such a decision shall not affect the applicability and validity of future Initial Assessments.

(e) Annual Assessments. The initial Annual Assessment per Lot shall be $225.00. Thereafter, the assessment rate shall be set by a vote of the Board of Directors of the Association. The Board shall give notice to all Members at least thirty (30) days in advance of the date all Annual or Special Assessments are due. All Annual Assessments shall be collected in advance and shall be due on or before January 1 for the year it is due or whatever other date as amended by the Board. As used herein, the term "Annual Assessment" with respect to each Lot shall mean the prorata portion of the Common Expenses payable each calendar year by each Owner in accordance with this Section. As used herein, the term "Common Expenses" shall mean and refer to all expenditures made or incurred by or on behalf of the Association.

(f) Special Assessments. In addition to the Annual Assessments authorized above, the Board may levy in any year a Special Assessment for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of any capital improvements or easements within the Subdivision. As used herein, the term "Special

Assessment" shall mean those assessments made to all Owners pursuant to this Section. The decision to make the Special Assessment and the amount of the Special Assessment shall be made in accordance with the Bylaws of the Association.

(g) Special Individual Assessments. In addition to the Individual Assessments authorized below, the Board may levy in any year a Special Individual Assessment for the purpose of reimbursing the Association for any extra costs for maintenance and repairs caused by the willful or negligent acts of an individual Owner, his family, guests or invitees. As used herein, the term "Special Individual Assessment" shall mean those assessments made to any individual Owner pursuant to this Section.

(h) Individual Assessments. The Board may, in its sole discretion, at any time and from time to time levy and assess as individual assessments (collectively, the "Individual Assessments") against any Lot: (i) fines against an Owner and such Owner's Lot for the violation of rules and regulations pertaining to the Association and/or Common Areas, (b) any costs or expenses, including, without limitation, collection costs, professional engineering and architectural fees and expenses, attorneys' fees and expenses, court costs and any administrative costs and expenses incurred by or on behalf of the Committee or the Association as a result of the failure of any Owner, occupant or their respective family members, agents, guests, servants, employees, invitees and contractors, to at all times observe and perform their respective duties and obligations under this Declaration, (c) any fees, charges and other costs incident to the use of any of the Common Areas for which a charge for the use thereof has been established by the Board, and (d) any costs, charges or other amounts payable by any Owner for any special services which the Association and such Owner may have contracted for which have been or will be provided to such Owner by the Association. The Individual Assessments provided for in this Section shall be levied by the Board and the amount and due date of such Individual Assessment shall be specified by the Board in a notice to such Owner, which due date shall be no earlier than 30 days from the date of such notice or billing invoice for such Individual Assessment.

(i) Effect of Nonpayment.

(i) Each Owner of a Lot is and shall be deemed to covenant and agree to pay to the Association all Assessments provided for herein. If any Assessment or fine or any part thereof is not paid on the dates when due, then (a) the Owner of such Lot shall be deemed in default hereunder, and (b) a late fee in the amount of $25.00 (which amount shall be subject to increase from time to time and at any time, as determined by the Board, in its sole discretion) shall automatically be levied and assessed against such Owner and such Owner's Lot. In addition, if any Assessments or any portion thereof (including late fees) are not paid in full by the due date of the payment of such Assessments, then the unpaid portion of the Assessment shall accrue interest at the lesser of eighteen percent (18%) per annum or the maximum rate allowed under applicable law from and after the due date until the same has been paid in full. In the event the Association employs an attorney or otherwise takes any legal action in attempting to collect any amounts due from any Owner, such Owner agrees to pay all attorneys' fees and expenses, court costs and other expenses paid or incurred by the Association. The lien and equitable charge upon each Lot for Assessments shall also include all late fee charges, interest and all attorneys' fees, court costs and all other expenses paid or incurred by the Association in attempting to collect any unpaid Assessments.

(ii) In the event any Assessments are not paid by any Owner within 30 days following the due date for the payment of such Assessments, then, in addition to all other rights

and remedies provided at law or in equity, the Association, acting through its Board or through any of its officers or authorized representatives, may at any time thereafter undertake any or all of the following remedies:

a. The Association may commence and maintain a suit at law against an Owner for a personal money judgment to enforce such charges and obligations for Assessments and any such judgment rendered in any such action shall include the then applicable late fee charge and interest, together with attorneys' fees and expenses, court costs and all other expenses paid and incurred by the Association in collecting such unpaid Assessments; and/or

b. The Association may enforce the lien created pursuant to Section 3(a) and 3(i)(iii) hereof in the manner hereinafter provided.

(iii) There is hereby created a continuing lien on each Lot, with power of sale, in favor of the Association, which secures the payment to the Association of any and all Assessments levied against or upon such Lot, all late fees or charges, interest and all attorneys' fees and expenses, court costs and all other expenses paid or incurred by the Association in collecting any Assessments. If any portion of any Assessments remains unpaid for more than 30 days following the due date for the payment of such Assessments, then:

a. At any time thereafter, the Association, through the Board or any officer or authorized representative thereof, shall provide written notice of the Assessment and lien to such defaulting Owner, which written notice shall state the date and amount of delinquency and shall be given by personal delivery or first-class United States mail, postage prepaid. Each default shall constitute a separate basis for a demand and claim of lien, but any number of defaults may be included in a single demand; and

b. At least thirty (30) days prior to recording a statement of lien, the Association shall give written notice (the "Lien Notice") to such defaulting Owner stating that the statement of lien will be recorded in the Probate Office. At any time after the expiration of thirty (30) days following the giving of the Lien Notice (but within the twelve (12) months from the date such Assessment was due), the Association shall file a statement of lien and perfect its lien against the Lot of such delinquent Owner, which statement of lien shall be executed by any member of the Board or any officer of the Association having personal knowledge of the facts, contain the following information and be recorded in the Probate Office:

i. The name of the Association;
ii. The name of the defaulting Owner;
iii. The legal description and street address, if any, of the Lot upon which the lien claim is made;
iv. The total amount claimed to be due including the due date of any Assessments, together with late charges, interest, collection costs and attorneys' fees and expenses incurred to date and a statement, if applicable, that such charges and

costs shall continue to accrue and be charged until full payment has been received; and

v. A statement that the claim of lien is made by the Association pursuant to this Declaration and is claimed against such Lot in an amount equal to that stated therein.

The lien provided for herein shall be in favor of the Association and may be foreclosed in the same manner as a foreclosure of a mortgage on real property containing a power of sale under the laws of the State of Alabama, as the same may be modified or amended from time to time. The Association shall have the right and power to bid at any such foreclosure sale and to purchase, acquire, hold, lease, mortgage, convey and sell any such Lot. Each Owner, by acceptance of a deed to any Lot, shall be deemed to *(1)* grant to and vest in the Association and its agents, the right and power to exercise the power of sale granted herein and foreclose the lien created herein, *(2)* grant to and vest in the Association and its agents the right and power to bring all actions against such Owner personally for the collection of all amounts due from such Owner, *(3)* expressly waive any objection to the enforcement and foreclosure of the lien created herein and *(4)* expressly waive the defense of the statute of limitations which may be applicable to the commencement of any such suit or action for foreclosure.

(iv) In addition to the other rights and remedies provided herein, in the event any Owner fails to pay any Assessments within 30 days from the statement billing date for such Assessments, then the Association shall have the right to suspend the privileges of such Owner, his or her occupants, family members, guests and invitees from using any of the Common Areas, if any.

(j) Collection. No set-off shall be allowed to any Lot Owner for repairs or improvements, or for services contracted for by any Lot Owner without the express written authorization of the Board. The Board shall be entitled to collect from the Lot Owner all legal costs, including a reasonable attorney's fee incurred by the Association in connection with or incidental to the collection of such Assessment, or in connection with the enforcement of the lien resulting therefrom.

4. Duties and Powers of Association.

The affairs of the Association shall be conducted by its Board. In addition to the duties and powers of the Association as set forth in the Bylaws, or as hereinabove set forth, and in order to carry out the obligations of the Association, the Board shall have the following rights and powers and may provide for and pay for, out of Assessments, the means to exercise the following rights and powers:

(a) Maintain and otherwise manage all the Common Areas and all improvements and landscaping on the Common Areas and at the entrances to the Subdivision, including provision for taxes, insurance and utilities which pertain to Common Areas.

(b) Hire legal and accounting services to serve the Association.

(c) Obtain and maintain such policy or policies of insurance as the Association may deem necessary or desirable in protecting the interest of the Association and its Members.

(d) Authority to employ a manager or other person under contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the

Association including a yard maintenance service. The manager under contract may be affiliated with the Developer.

(e) Provide materials or other supplies or services which the Board may be required to obtain or pay for pursuant to these Covenants for the benefit of the Association.

(f) To enter into contracts, maintain one (1) or more bank accounts and generally to have all powers necessary or incidental to the operation and management of the Association.

(g) To execute all declarations of ownership for tax assessment purposes as necessary.

(h) To make reasonable rules and regulations for the operation of the Common Areas and to amend these Covenants from time to time.

(i) To request and accept funds from the Developer/Declarant to support and subsidize Association matters and expenses, when necessary, and to reimburse Developer/Declarant for such funds upon receipt of written invoice/request.

5. Initiation of Litigation by Association. The Association shall not initiate any judicial or administrative proceedings unless first approved by the affirmative vote of the Members in "good standing", as defined in the Bylaws, entitled to cast at least seventy-five percent (75%) of the total number of all votes in the Association, except that no such approval shall be required for actions or proceedings involving the following:

(a) Initiated to enforce the provisions of this Declaration, including, but not limited to, collection of Assessments and foreclosure of liens;

(b) Initiated to challenge taxation or condemnation proceedings involving the Common Areas;

(c) Initiated against any contractor, vendor, or supplier of goods or services arising out of a contract for services or supplies; or

(d) To defend claims filed against the Association or to assert counterclaims in proceedings instituted against it.

This Section 5 shall not be amended unless such amendment to this Declaration is approved by the same percentage of votes necessary to institute proceedings.

6. Property Rights in the Common Areas.

(a) Members' Rights. Every Member and their family members has the non-exclusive right to benefit from, use and enjoy the Common Areas subject to all rules and regulations pertaining to the Common Areas and all applicable codes and ordinances, including without limitation the right to benefit from any services, whether utility or otherwise, that the Common Areas offers. Such right is an appurtenance to the Property and passes with the title to every Lot; provided, however, it does not give such person (excluding the Declarant) the right to make alterations, additions or improvements to the Common Areas.

(b) Title to the Common Areas. The Declarant may convey title to the Common Areas to the Association, or in the case where easements constitute part of the Common Areas, Declarant may assign and transfer such easements to the Association, subject to the lien of taxes and Assessments for the current year not yet due and payable, utility easements, pipelines, set-back lines, mineral interests and other restrictions of record. Upon such conveyance, the rights, obligations and liabilities with respect to any such Common Areas shall belong solely to the Association.

(c) Extent of Members' Rights in Common Areas. The rights and easements created hereby shall be subject to the following:

(i) All applicable local, state and federal codes, ordinances and restrictions, with specific regard to construction limitations and maintenance requirements as set forth herein or otherwise.

(ii) The right of the Board to prescribe or to enact regulations governing the use, operation, and maintenance of the Common Areas.

(iii) The right of the Association in accordance with its Bylaws to borrow money for the purpose of improving, maintaining and servicing Common Areas and facilities.

(iv) The right of the Association as may be provided by its Bylaws to suspend the voting rights of any Member and to suspend the right of any individual to use any of the Common Areas for any period during which any Assessment against a Lot owned by such Member remains unpaid, including the right to seek reimbursement or damages from the delinquent Member therefor.

(v) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and upon such conditions as the Board of the Association may determine in its sole discretion.

7. Maintenance of Common Areas.

(a) Association's Responsibility.

(i) Subject to the Association receiving from the Owners necessary Assessments to pay the same, the Association shall maintain and keep in good repair, service, condition and function the Common Areas, including the sidewalks and entrances. The Association shall also maintain any perimeter and/or screen fencing that may surround the borders of the Subdivision or divide parts of the Subdivision from properties (commercial or otherwise) outside of the Subdivision. The maintenance of the Common Areas shall include, without limitation, maintenance, repair, replacement, planting, sodding, and all other necessary maintenance and repairs of whatsoever nature as may be required by city, state or federal code or ordinance with respect to the Common Areas and the facilities related thereto.

(ii) The cost to the Association of maintaining the Common Areas shall be assessed equally among the Members as part of the Annual Assessments (and Special Assessments, if applicable) pursuant to the provisions of these Covenants, except as otherwise stated herein.

8. Easements.

Other than for primary service of the Subdivision and within platted easements, there shall be no above-ground service for utilities except those lines or poles that shall be approved, in writing, by a majority vote of the Board. Each Owner shall be responsible for the protection of underground utilities located on his or her Lot and shall prevent and be precluded from any alteration of grade or construction activity which may interfere with said utilities.

9. Use and Division of Lots.

Developer reserves the right to record, modify, amend, revise and otherwise add to, at any time and from time to time, one or more subdivision plats setting forth such information as Developer may deem necessary with regard to the Property, including, without limitation, the locations and dimensions of all Lots, Common Areas, public or private roads, utility systems, drainage systems, utility easements, drainage easements, access easements, set-back line restrictions, lakes, retention ponds and drainage basins. Except as set forth in the preceding sentence, no Lot may be divided or split. The Subdivision (and each Lot situated therein) shall be constructed, developed, occupied and used as follows:

(a) Residential Lots. Except as otherwise specifically set forth in this Declaration, all Lots within the Subdivision shall be used, known and described as Residential Lots. Only one single family residential dwelling shall be permitted on each Lot. In addition, only customary and usual necessary structures may be constructed on each Lot as may be permitted by the City. No building or structure intended for or adopted to business purposes shall be erected, placed, permitted or maintained on any Lot. This Covenant shall be construed as prohibiting the engaging in or practice of any commerce, industry, business, trade or profession within the Subdivision and/or within any Lot. The restrictions on use herein contained shall be cumulative of and in addition to such restrictions on usage as may from time to time be applicable under and pursuant to the statutes, rules, regulations and ordinances of the City or any other governmental authority or political subdivision having jurisdiction over the Subdivision.

(b) Residential Purposes. By acquisition of any Lot within the Subdivision, each Owner (excluding bona fide home builders) covenants with and represents to the Declarant and to the Association that the Lot is being specifically acquired for the specific and singular purpose of constructing and using a single family residential dwelling thereon, or as a residence for such owner and/or owner's immediate family members.

(c) Submission of Plans. In order to maintain a beautiful and pleasing setting in the Subdivision two (2) sets of building and site improvement plans and specifications must be submitted to the Architectural Control Committee ("Committee") for its approval prior to the commencement of construction. The Committee shall act to enforce the requirements of these Covenants in a reasonable manner. The Committee has the authority to maintain the architectural conformity of the Subdivision, and in consideration thereof shall determine that the proposed construction shall not detract from the development and shall enhance the purpose of the development to provide a beautiful and pleasing setting in the Subdivision. The Committee shall consider such matters as the proposed square footage, location, materials, exterior style

and landscaping, etc. The Committee may adopt rules or bylaws explaining the mechanics of its operation and providing for a twenty-one (21) day maximum time within which plans must be reviewed and approved or disapproved after submission, and if not approved or disapproved in that period, that the same shall be considered as automatically approved. The Board may also exercise the duties of the Committee in the event the Board deems it necessary and efficient to do so.

(d) Minimum Square Footage. The minimum heated and cooled square footage for any single family home construction on the Lot within the Subdivision shall be determined by the Committee.

(e) Architectural Requirements.

(i) Each dwelling shall front a dedicated public street.

(ii) No building shall be located closer to the street than the minimum building or set-back lines shown on the recorded Plat.

(iii) All residences shall have roof shingles that are grey or black in color, preferably Weatherwood. Deviation from this color requires approval from the Committee.

(f) Additions to Existing Structures. All additions shall conform to the basic styling and materials of the dwelling on any Lot. All additions shall fall within the building set-backs on said Lot and shall not be placed over any drainage or utility easement. All improvements shall be constructed in accordance to applicable City codes, rules and regulations. Any additions contemplated by the home owner or lot owner must submit plans prior to construction to the Committee for approval. The Committee has complete and sole discretion to approve, modify, deny or change any request for an addition to an existing structure.

(g) Surface Drainage. Each Lot shall receive and drain in an unobstructed manner the storm and surface waters from Lots and drainage areas of higher elevation and from public streets and easements. No Lot Owner shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across his Lot. The foregoing covenants set forth in this paragraph shall be enforceable by any affected Lot Owner and by the City.

(h) Garage and Detached Structures and Storage Buildings. All residences constructed in the Subdivision shall have a private garage to accommodate a minimum of one (1) automobile. No carports are allowed on the side, rear or front yards of any Lots. Each garage shall be fully enclosed and contain a full-length overhead style door. All garage doors are to be kept closed when not entering or exiting the garage. Any detached structure to be built on a Lot, such as a covered entertainment area, guest house, pool house, storage building, or other structure, shall conform to the basic styling and materials of the residential dwelling. Any detached structure contemplated for construction by any home owner or Lot Owner must, prior to construction, submit acceptable plans to the Committee for approval. The Committee has complete and sole discretion to approve, modify, deny or change any request for an addition to any existing structure.

(i) Temporary Structures. No trailer, mobile home, tent, construction shack, or other outbuilding shall be erected on any Lot in the Subdivision except for temporary use by construction contractors for a reasonable period of time.

(j) Fences. No fence shall be constructed on any said Lot in the area between the front building line of any dwelling and the front lot line of any said Lot. No fence on a corner lot shall be constructed beyond the side set-back line toward the street except for the community entry. Further, the placement/location of any perimeter fencing around the Subdivision as initially installed by the Declarant and/or original developer may not be adjusted, relocated or moved without the prior consent of the Committee and/or the Board. Any privacy fence shall be constructed so that the framing shall be toward the inside of the owner's lot. All fences must be installed by a professional installer and shall be six foot (6') wood privacy fencing with vertical boards (not horizontal) and no chain-link fences, wire, hog wire, or other similar materials shall be permitted. Prior to installation, the fence design and name of the installer must be approved by the Committee.

(k) Mailboxes. All mailboxes shall be approved by the United States Postal Service. The type of construction shall be consistent with the design established by the Developer. Community mailbox is an approved alternative subject to approval of the United States Postal Service.

(l) Signs. No sign of any kind shall be displayed to the public view on any Lot except one professional sign advertising the Property for sale, resale or rent, or signs used by builder or agent to advertise the Property during the construction and sale of a dwelling thereon. In no event shall any such sign stand more than seven (7) feet above ground level, nor be more than five (5) square feet in size, nor be lighted at night. These signage restrictions and requirements shall not apply to Declarant.

(m) Parked Vehicles. All vehicles parked in the front of the front building line must be parked on the driveway. No inoperative vehicles of any nature shall be permitted to remain on any Lot or Lots for a period in excess of one (1) day. It is the intention of the Declarant that, except on special occasions such as holidays or events at an Owner's residence that all parking shall be in driveways and not on a street or on any yard. Accordingly, no vehicle shall be parked on the street for more than two (2) consecutive days and shall not be parked overnight on a street. Any violation of this Section may result in a towing of the vehicle at the owner's expense per municipal regulations. No vehicle maintenance shall be performed on the streets or in the front yards or on parking pads of any Lot.

(n) Appearance of Lot. All Owners shall be required to keep their Lot in a clean and sanitary condition whether or not they have constructed a residence on the Lot. All open areas on Lots shall be kept mowed to a height of not more than six (6) inches. No playgrounds, swing sets, trampolines, swimming pools, picnic tables, or other similar equipment is allowed in the front yards of any Lot. The Board and Committee may promulgate rules and regulations regarding the maintenance of Lots and adequate enforcement mechanisms in the event a Lot is not properly maintained.

Upon failure of the Owner to maintain or landscape the grounds of any Lot in accordance with the provisions above, the Association may, upon 15 days' written notice to the Owner, cause the grass, weeds and vegetation to be cut. The cost of any maintenance required under this section and any enforcement costs shall be assessed to the Owner as an Individual

Assessment, and shall constitute a lien upon the Lot, and may be collected in accordance with Section 3.

(o) Recreational Vehicles and Accessories. No boats, trailers, recreational vehicles, and vehicles used for recreational purposes are allowed in the subdivision unless they will fit entirely into a private garage.

(p) Storage and Construction Materials. Construction materials may only be stored on a Lot for thirty (30) days prior to the commencement of and only during construction of the improvements on the Lot. Thereafter, construction is to be completed within a reasonable period of time. The Declarant shall be allowed to store materials on a Lot in an orderly fashion as long as may be reasonably necessary.

(q) Garbage/Dumping. Dumping is prohibited in the Subdivision. All trash, garbage or other waste shall be kept in sanitary containers that shall be located at the rear of each residential unit or enclosed garages and must be out of sight from the street. All Lots shall be maintained in a neat and orderly condition at all times.

(r) Model Home and Construction Facilities. Model homes for the purposes of home sales are permitted by the Declarant. The garage of model homes may be used as sales offices. One trailer or temporary building may be located on a residential lot by the Declarant and used as a construction office until the Subdivision reaches one-hundred percent (100%) occupancy.

10. Variances. The Committee, in its sole and absolute discretion, shall have the exclusive right to grant variances with respect to any of the provisions of Section 9 above. Any variance request submitted to the Committee shall be in writing and, upon approval of the same by the Committee, shall be evidenced by a written variance executed by either the chairman or vice chairman of the Committee.

12. Nuisances.

No noxious or offensive activity shall be carried on in, upon, or around any residence or Lot or in or upon any Common Areas or easement areas, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the remaining Owners or their tenants or licensees or any of them, which shall in any way interfere with the quiet enjoyment of such of the Owners, tenants, or licensees of his respective residence of Lot or which shall in any way increase the rate of insurance for the Property.

13. Regulations.

Reasonable regulations concerning the use of the Property, including Common Areas and all other areas which the Association maintains, regardless of fee ownership, may be made and amended from time to time by the Association.

14. Enforcement of Obligations; Miscellaneous.

(a) Each Owner shall be governed by and shall comply with the terms of these Covenants and the Bylaws of the Association. Upon failure of an Owner to so comply, the Declarant, the Association, any mortgagees having a first lien, or other Owners shall have the right to institute legal proceedings, and the prevailing party shall be entitled to recover its or his

legal costs, including reasonable attorney's fees. The failure of any of the foregoing named entities or persons to enforce any right, requirement, restriction, covenant, or other provision of the hereinabove named documents, shall not be deemed to be a waiver of the right to seek judicial redress against subsequent noncompliance therewith.

(b) Fines. The Association may levy reasonable charges, as an Individual Assessment, against an Owner and his Lot if the Owner or resident, or the Owner or resident's family, guests, employees, agents, or contractors violate a provision of the Declaration, Bylaws or rules and regulations of the Association. Fines may be levied for each act of violation or for each day a violation continues, and do not constitute a waiver or discharge of the Owners obligations under the Declaration, Bylaws or rules and regulations of the Association.

(c) Any and all of the provisions contained in these Covenants may be changed or amended at any time by a written instrument signed and acknowledged by the Declarant prior to the Turnover Date, or alternatively these Covenants may be amended or terminated at any time by a written instrument signed and acknowledged by the Owners of sixty percent (60%) of the Lots. In the event of any conflict between an amendment or termination properly executed by the Declarant (during its ownership of at least one (1) Lot) and any amendment or termination properly executed by the Owners of sixty percent (60%) of the Lots, the instrument executed by the Declarant shall prevail during the time of the Declarant's ownership of at least one (1) Lot. The provisions of any instrument amending or terminating these Covenants shall be effective from and after the date it is properly recorded.

(d) Notice. Any notice required to be given to any Member or Owner shall deemed to have been properly delivered when deposited in the United States mail, postage pre-paid, addressed to the last-known address of the person who appears as the Member or Owner on the records of the county at the time of such mailing.

(e) Disputes. Matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions of these Covenants shall be determined by the Declarant. These determinations (absent arbitrary and capricious conduct or gross negligence) shall be final and binding upon all Owners.

(f) Subject to Section 14(c), these Covenants shall run with the land and shall be binding on all parties and all persons claiming under the land and the Property for a period of twenty (20) years from the date this instrument is recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then-Owners of the Lots has been recorded agreeing to change said Covenants in whole or in part.

(g) If any provision of this Declaration or any section, clause, phrase, work or application thereof in any circumstance is held to be invalid, the validity of the remainder of these Covenants and of the application of the remaining provisions shall not be affected thereby.

IN WITNESS WHEREOF, Birmingham LD, LLC an Alabama limited liability company, has authority to cause these presents to be duly executed by the undersigned on this 22nd day of December, 2020.

(signature page to follow)

Birmingham LD, LLC

By _____

Title: Manager

ACKNOWLEDGMENT

STATE OF ARKANSAS)
WASHINGTON COUNTY)

I, the undersigned, a Notary Public in and for said county in said State, hereby certify that David Frye whose name as manager of Birmingham LD, LLC, an Alabama limited liability company, 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 officer and with full authority, executed the same voluntarily for and as the act of said manager.

Given under my hand and official seal this 22nd day of December, 2020.

AFFIX SEAL

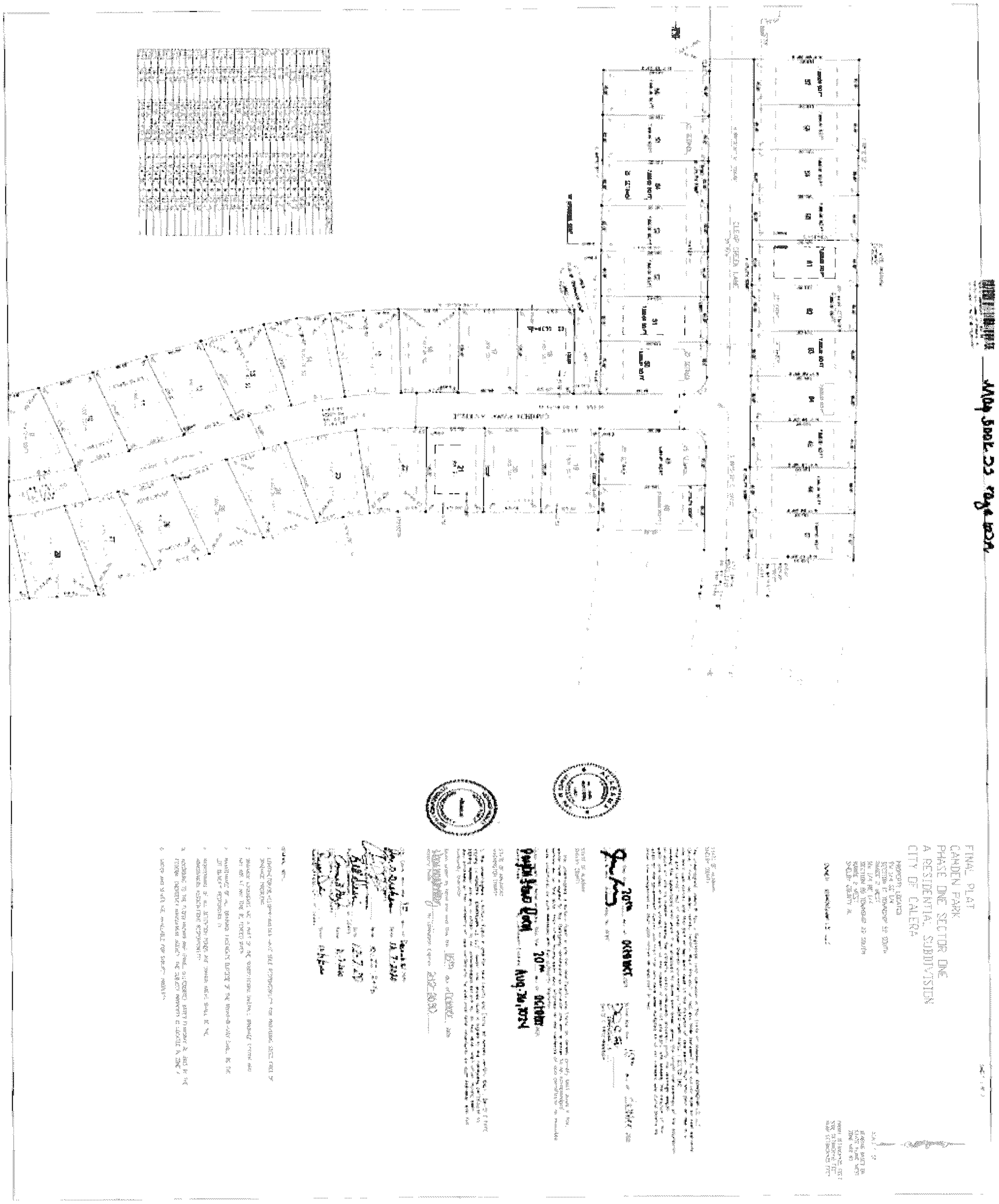
Wendy Martinez
Comm. No.12709821
NOTARY PUBLIC
My Comm. Expires January 27, 2030
Washington COUNTY, ARKANSAS

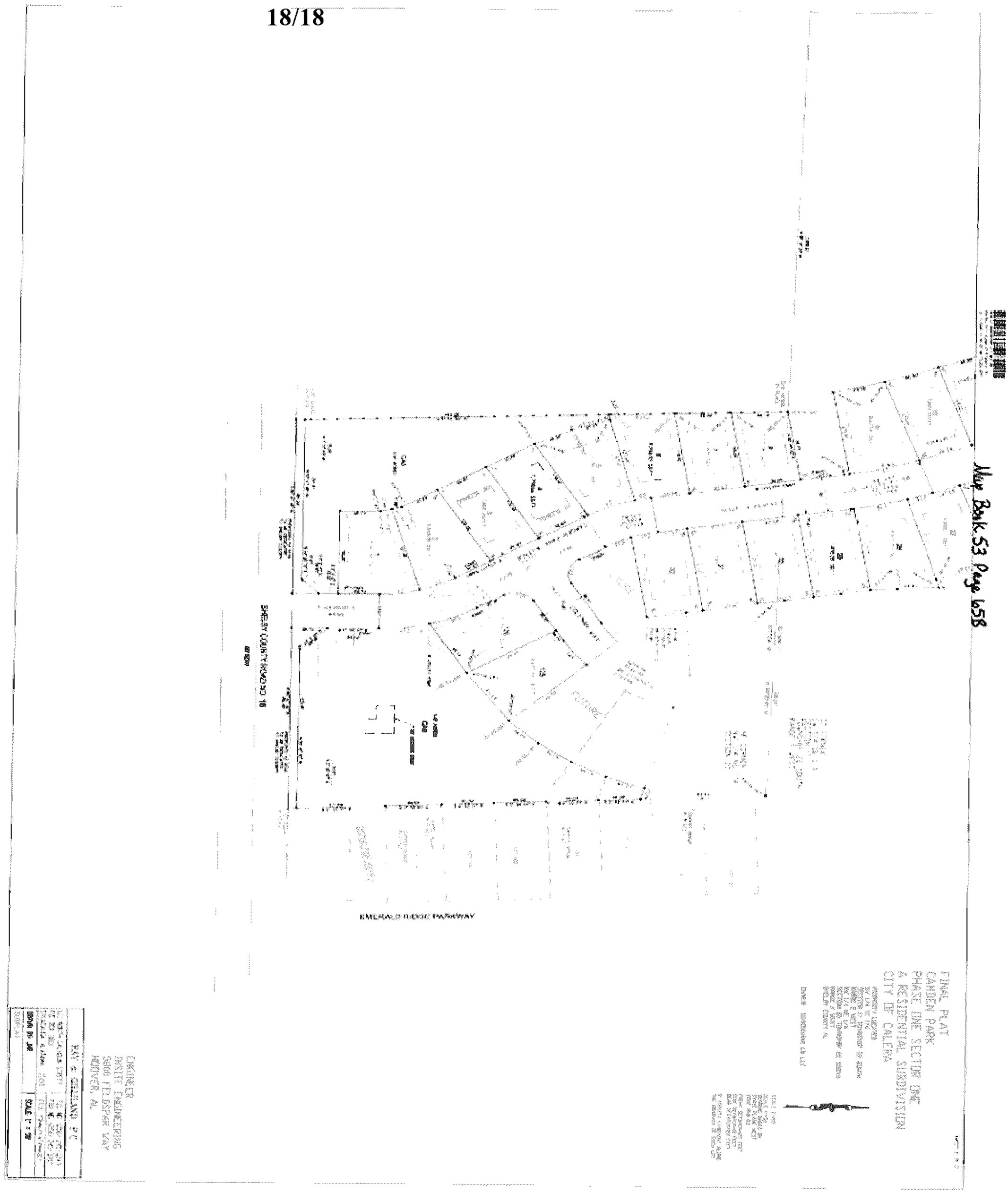
_____
Notary Public

EXHIBIT A

All of the land in Camden Park Phase One Sector One, a subdivision in Shelby County, Alabama, according to the plat thereof recorded at Map Book 53 Pages 65A-65B of the Official Records of Real Property of Shelby County, Alabama.

EXHIBIT B


FINAL PLAT
CAMDEN PARK
PHASE ONE SECTOR ONE
A RESIDENTIAL SUBDIVISION
CITY OF CALERA



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County Clerk
Shelby County, AL
12/30/2020 03:52:21 PM
$73.00 CHARITY
20201230000602400

Alex S. Boyd