

Committee, the Association, the Developer and their respective agents, officers, directors, members and successors and assigns, from all liability of every nature whatsoever arising from damage, loss or expense suffered, claimed, paid or incurred by any Parcel Owner or from any injury to property or injury or death to any person, related in any way to any defects in any Development Plan submitted to or approved by the Architectural Review Committee, any defects resulting in any work done under the Development Plan or other data submitted, or any action taken or not taken by the Architectural Review Committee, Developer or the Association related thereto.

2.8 Variances. The Architectural Review Committee shall have the right, in its sole and absolute discretion, to grant any variances from any of the restrictions contained in this Declaration upon written application to the Architectural Review variance; provided, however, that the grant of a variance to one party shall not vest in any other party a right to receive the same or a similar variance. All variances shall be in writing and signed by the Chairman or Vice-Chairman of the Architectural Review Committee.

2.9 Charges for Review of Plans, Certifications. The Architectural Review Committee shall have the right to establish from time-to-time reasonable charges and fees for the review of any Development Plan, and for issuing any certificate or statement required by, or requested pursuant to, this Declaration. The Architectural Review Committee shall, upon request and at reasonable charges, furnish to any Parcel Owner a written certificate setting forth whether all necessary approvals have been obtained from the Architectural Review Committee in connection with any dwelling or other Improvements on a Parcel.

2.10 Developer's Exemption. Developer and any Parcel or other portion of the Subject Property owned by Developer shall be exempt from the covenants and other requirements of this Article II.

ARTICLE III

GENERAL RESTRICTIONS

3.1 Land Use and Building Type. No Parcel shall be used except for single-family residential purposes. No building shall be erected, placed, or permitted to remain on any Parcel other than one single-family dwelling not to exceed two and one-half stories or forty (40) feet in height, and any additional detached structures as shall be approved by the Architectural Review Committee. No mobile home or modular house may be placed on a Parcel.

3.2 Construction Standards. Except as otherwise specifically approved or required by the Architectural Review Committee with respect to any particular Parcel, each Parcel and the Improvements thereon shall be constructed and maintained in accordance with the following requirements and standards:

(a) The exterior finish of each dwelling shall be brick, stone, horizontal vinyl or wood siding or a combination thereof. The front portion of the dwelling must show brick or stone/vinyl or hardy plank or equal to the extent required by the Architectural Review Committee.

(b) Wood frame, vinyl or painted aluminum windows will be used exclusively on the sides, fronts, and rears of all dwellings. No unpainted or unprimed aluminum windows will be allowed.

(c) No lot shall be used except for single-family residential purposes. No dwellings shall be erected on any Lot containing less than Eleven hundred and Fifty (1150) square feet for a one-story house;): and sixteen hundred (1600) square feet for a two-story house with seven hundred (700) square feet on the first floor.

(d) The Improvements on each Parcel within the Subject Property must include adequate off-street parking to accommodate at least two (2) vehicles.

(e) No concrete block work, including foundations, concrete block steps, walkways, walls, or any other concrete block work, whether painted or otherwise, shall show above ground or from the exterior of any dwelling in excess of eight (8) inches.

(f) No garage may be enclosed and finished as living area

(g) No vertical siding shall be used on the construction of any dwelling.

(h) No window unit air-conditioning shall be placed on any Parcel. Outside air conditioning units may not be located in the front yard of any Parcel or within any side yard adjacent to any street on corner lots.

(i) The roof pitch on any dwelling shall not be less than six to twelve unless otherwise approved in writing by the Architectural Review Committee No solar or other energy collection devise or equipment shall be maintained on any Parcel or dwelling if the same would be visible from the street. No projections of any type shall be allowed above the roof of any dwelling except for chimneys and vent stacks approved by the Architectural Review Committee.

(j) No open carports shall be allowed on any Parcel.

(k) Utility service shall be underground. No utility poles or above ground wires shall be permitted except during the construction phase and except for streetlights as approved by the Architectural Review Committee. The size and location of any propane gas tanks, and similar facilities shall be subject to the approval of the Architectural Review Committee.

(l) No individual water supply system shall be permitted on any Parcel unless the system, in all respects, complies with the requirements and recommendations of all state and local laws and regulations. Approval of any system as installed shall be obtained from all government agencies.

(m) No individual sewage disposal system shall be permitted on any Parcel unless the system, in all respects, complies with the requirements and recommendations of all state and local laws and regulations. Approval of any system as installed must be obtained from all government agencies.

(n) No shrubs or trees shall be planted on street corners or beside driveways that will impede the view or sight of pedestrians or operators of automobiles.

(o) Upon the completion of a dwelling, all front and side yards must be landscaped with sod and other landscaping approved by the Architectural Review Committee. The rear yard must be hayed, seeded or sodded.

(p) No outside radio, television, ham broadcasting, or other electronic antenna, aerial or tower, or any satellite dish or similar structure, shall be erected or maintained on any Parcel, except as approved in writing by the Architectural Review Committee, and none shall be visible from the front of any dwelling.

(q) All driveways must be concrete finish. All Parcel Owners shall install concrete sidewalks on each Parcel parallel with the street.

(r) To ensure the maintenance of the natural beauty, no Parcel Owner shall dam up the creeks, which flow through the Subject Property, nor shall any Parcel Owner change the flow of any creek or any wet weather streams.

(s) Subject to the provisions of Article VII and VIII below and the rights retained below by the Committee, each Lot and any dwelling, building or other structure constructed or placed thereon, other than those in the Riverbend sector, shall be subject to the following minimum setbacks:

Front: (15) Fifteen feet from dedicated road right-of-way; (20) Twenty Feet from the dedicated road right-of-way in the Riverbend Sector
Side: (5) Five feet from each side Lot line; and
Rear: (15) Fifteen feet from the rear Lot line.

3.3 Fences. All fences are subject to the approval of the Architectural Review Committee. All fences must be wood with the finished side on the outside and must be at least six (6) feet in height. No fence, wall, hedge or shrub planting which obstructs sight lines from any roadways within the Subject Property shall be placed or permitted to remain on any Parcel.

3.4 Mailboxes and House Numbers. At the time of construction of a dwelling on each Parcel, there must be erected a mailbox bearing the house number. The design and materials of the mailbox (which must match the house on the Parcel) must be approved by the Architectural Review Committee. All mailboxes and house numbers must be erected by the Parcel Owners in strict conformity with design criteria and Development Plan approved by the Architectural Review Committee, which shall be common for each Parcel within a specific sector of the Subject Property.

3.5 Temporary and Auxiliary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Parcel at any time as a residence, either temporarily or permanently. No auxiliary structures may be placed on a Parcel unless same have been approved by the Architectural Review Committee.

3.6 Storage of Boats, Trailers and Other Vehicles. No automobiles or other vehicles will be stored on any Parcel or Common Area or kept on blocks unless in the basement or garage of a dwelling. Boats, utility trailers, recreational vehicles and travel trailers must either be parked or stored in the basement or garage of a dwelling or within a completely enclosed structure on a Parcel, which structure must be approved by the Architectural Review Committee. No tractor trailer trucks, panel vans or other commercial trucks in excess of one (1) ton classification shall be parked or stored on any Parcel or Common Area, except during initial construction of a dwelling on a Parcel. The prohibitions in this Section shall not apply to temporary parking of trucks and other commercial vehicles providing commercial services to the Parcel or to the efforts and activities of Developer in connection with developing the Subject Property.

3.7 Certain Yard Restrictions. The following shall be located or maintained only at the rear of, or behind, a dwelling: wood piles, articles such as children's toys, jungle gyms, trampolines and other outdoor recreational equipment and appurtenances, statues, water fountains, bird baths, flagpoles, bird feeders, wood carvings, plaques, other home crafts or furniture. Barbecue grills and other outdoor cooking equipment and apparatus shall be located only at the rear of a dwelling and should not be visible from any public street. Freestanding playhouses and treehouses must be approved by the Architectural Review Committee. No aboveground swimming pools shall be located on any Parcel., Outside clothes lines and other facilities for drying or airing of clothes are prohibited. No clothing, rugs or other items shall be hung, placed or allowed to remain on any railing, fence or wall. No rocks, rock walls, fencing or other substance shall be placed on any Parcel as a front or side yard border or to prevent vehicles from parking on or pedestrians from walking on any portion of a Parcel or to otherwise impede or limit access thereto. Seasonal or holiday decorations (Christmas trees and lights, pumpkins, Thanksgiving decorations) shall be removed promptly from any Parcel or dwelling within thirty (30) days following the holiday,

3.8 Completion of Construction. Construction of any dwelling or other Improvement must be completed within twelve (12) months from the date construction commenced and must be prosecuted diligently and continuously. There shall be no occupancy of a dwelling until the dwelling is completed and finally inspected by the appropriate government authority.

3.9 Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying, mining operations of any kind, oil wells, tanks, tunnels, mineral excavation, or shafts shall be permitted upon or in any Parcel. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Parcel.

3.10 Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Parcel, except that dogs, cats, or other household pets, not to exceed two (2) in number, may be kept provided they are not kept, bred, or maintained for any commercial purpose and that the animals do not violate any applicable law, ordinance, or regulation.

3.11 Garbage and Refuse Disposal. No Parcel shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

3.12 Crops, Gardens. No Parcel shall be cultivated for crops of any sort, except gardens of reasonable size, which are to be located at the rear of a dwelling and not visible from any public street.

3.13 Common Area Traffic. Motorized vehicular traffic of any type is prohibited on any Common Area except as may be required or permitted by the Developer or the Association for maintenance or construction.

3.14 Proscribed Uses. No operation or uses shall be permitted or maintained on any Parcel which cause or produce any of the following effects discernible within any portion of the Subject Property except during the period of construction of Improvements thereon:

- (a) Noise or sound that is unusual and inappropriate for the Subject Property and is objectionable because of its volume, duration, intermittent beat, frequency, or shrillness;
- (b) Noxious, toxic, or corrosive fumes or gases;
- (c) Obnoxious odors;
- (d) Dust, dirt or fly ash; or
- (e) Unusual fire or explosive hazards.

3.15 Covenant with Respect to Maintenance of Parcel and Improvements; Liens. Each Parcel Owner shall keep all Parcels owned by the Parcel Owner, and all Improvements therein, thereon or appurtenant thereto, in good order and repair, including the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other Improvements, all in a manner and with such frequency as is consistent with good property management. There shall be no outside burning of wood, leaves, or trash except during construction of a dwelling or with approval of the fire department. If in the opinion of the Association any Parcel Owner fails to perform the duties imposed by the preceding sentence after thirty (30) days' written notice from the Association to the Parcel Owner to remedy the condition in question, the Association shall have the right, through its agents and employees, to enter upon the Parcel in question (or upon the improvements which may be appurtenant thereto) and to repair, maintain, repaint and restore the Parcel or Improvement and the cost thereof shall be a binding, personal obligation of the Parcel Owner as well as a lien (enforceable in the same manner as a mortgage) upon the Parcel in question. Any landscaping approved by the Architectural Review Committee cannot be changed pursuant to this Section.

3.16 Priority of Lien. The lien provided in Section 3.15 hereof shall not be valid as against a bona fide purchaser (or bona fide mortgagee) of the Parcel in question unless a notice of the lien shall have been recorded in the office of the Judge of Probate of Shelby County, Alabama, prior to the recordation in the office of the deed (or mortgage) conveying the Parcel in question to a purchaser (or subjecting the same to such mortgage).

3.17 Insect and Fire Control. In order to implement effective insect and fire control, the

Association and/or Developer and their agents shall have the right to enter upon any Parcel on which a dwelling has not been constructed and upon which no landscaping plan has been approved as set forth herein, such entry may be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Association or Developer detracts from the overall beauty, setting and safety of the Subject Property. Entrance for these purposes shall not be deemed a trespass. The Association and/or Developer and their agents likewise may enter upon any Parcel to remove any trash, which has collected on the Parcel, and the entrance and removal shall not be a trespass. The provisions in this Section shall not be construed as an obligation on the part of the Association or Developer to mow, clear, cut or prune any Parcel nor to provide garbage or trash removal service.

3.18 Signs. No sign shall be nailed or attached to trees. No commercial signs, including "for rent," "for sale," and other similar signs, shall be erected or maintained on any Parcel unless authorized in writing by the Association, except that one sign advertising the Parcel for sale or lease, not in excess of five square feet, and not greater than five feet above ground level, shall be permitted without the consent of the Architectural Review Committee. If permission is granted, the Architectural Review Committee may restrict the size, color, and content of all signs.

3.19 Fireplaces and Chimneys. Cantilever fireplaces or chimneys shall not extend more 48" from the rear vertical wall of the structure.

3.20 Subdivided Parcels. No Parcel shall be subdivided, or its boundary lines changed except with the written consent of Developer and the Architectural Review Committee. However, Developer hereby expressly reserves to itself the right, without the approval of the Architectural Review Committee, (i) to combine any two (2) or more Parcels shown on the plat of any subdivision in order to create a modified Parcel or Parcels; and (ii) to subdivide any Parcel shown on the plat of any subdivision. Developer may take such other steps as are reasonably necessary to make such replatted or subdivided Parcels suitable and fit as building sites, including, but not limited to, the relocation of easements, walkways, and rights-of-way to conform to the new boundaries of the said replatted Parcels.

3.21 Changes to Roadways. Developer reserves the right to make any road or other improvements within the Subject Property, to extend roads and streets, and to change or extend the present road or any street grades, without liability to any Parcel Owner for any claims for damages. Except with the prior written consent of Developer, no Parcel shall be sold or used by a Parcel Owner for the purpose of extending any public or private road, street or alley or to provide a means of access to any other real property situated adjacent to or in close proximity with the Property.

3.22 Developer's Exemption. Developer and any Parcel or other portion of the Subject

Property owned by Developer shall be exempt from the covenants and requirements of this Article III.

ARTICLE IV

LAKE LOTS

4.1 Developer contemplates that portions of the Development may include lakes and water areas. The use of lakes and water areas shall be subject to such rules and regulations which may be adopted and amended from time to time by the Association. Such restrictions may prohibit or limit the type of boating and other recreational activities in or upon such lake areas and may require that any improvements on or adjacent to such lake areas be approved by the Committee.

4.2 THE OWNER OF ANY LOT OR DWELLING ABUTTING ANY LAKE OR WATER AREAS WITHIN THE DEVELOPMENT, FOR HIMSELF, ANY OCCUPANT OF THE SAME AND THEIR RESPECTIVE INVITEES, HEIRS, EXECUTORS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASING PARTIES") BY ACCEPTANCE OF A DEED TO SUCH LOT, DO HEREBY WAIVE ALL CLAIMS AGAINST AND RELEASE DEVELOPER, THE ASSOCIATION AND THE COMMITTEE, THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, SHAREHOLDERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL LIABILITY OF ANY NATURE ARISING OUT OF OR ON ACCOUNT OF ANY LOSS, DAMAGE OR INJURY TO PERSONAL PROPERTY, INCLUDING DEATH AS A RESULT OF ANY ENTRY ONTO THE LAKES OR WATER AREAS BY ANY OF THE RELEASING PARTIES, THE RISE AND FALL OF THE WATER LEVEL OF ANY LAKE OR ANY WATER AREA INCLUDING, WITHOUT LIMITATION, THE FLOW OF WATER ONTO AND OUT OF LAKES WHICH COULD RESULT IN OR CAUSE DAMAGE, BY FLOODING, SOIL EROSION OR OTHERWISE, TO THE LAND OF ANY OWNER, THE IMPROVEMENTS ON ANY LOT OR ANY PERSONAL PROPERTY SITUATED ON ANY PROTION OF ANY LOT OR WHICH WOULD RESULT IN OR CAUSE ANY IMPROVEMENTS SITUATED OR ADJACENT TO THE LAKES OR WATER AREAS TO BE UNUSABLE DUE TO LOW WATER LEVELS. FURTHERMORE, THE RELEASING PARTIES DO HEREBY ACKNOWLEDGE AND AGREE THAT (I) NEITHER DEVELOPER, THE ASSOCIATION OR THE COMMITTEE NOR ANY OF THE RESPECTIVE AGENTS, EMPLOYEES, REPRESENTATIVES, S AND ASSIGNS, SHALL PROVIDE ANY LIFE GUARD OR ANY OTHER SUPERVISORY PERSONNEL OR ASSISTANCE IN THE CONDUCT OF ANY ACTIVITY ON OR ABOUT ANY OF THE LAKES WITHIN THE DEVELOPMENT, (II) THE USE OF THE LAKES AND WATER AREAS WITHIN THE DEVELOPMENT BY ANY OF THE RELEASING PARTIES SHALL BE THE SOLE RISK AND EXPENSE OF THE PERSON OR ENTITY USING THE LAKES OR WATERWAYS AND (III) NEITHER DEVELOPER, THE ASSOCIATION OR THE COMMITTEE NOR ANY OF THEIR RESPECTIVE AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS. SHAL BE OBLIGATED TO TAKE ANY ACTION TO MAINTAIN A SPECIFIC WATER LEVEL FOR ANY OF THE LAKES OR WATERWAYS WITHIN THE DEVELOPMENT.