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Document Prepared By:
Raymond P. Fitzpatrick, Jr.
1200 Corporate Drive, Ste. 105
Birmingham, AL 35242

AMENDED AND RESTATED
HIGH HAMPTON RESIDENTIAL
ASSOCIATION, INC.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
(CORRECTED)

THIS AMENDED AND RESTATED HIGH HAMPTON DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made as of the 11th day of October 2018 by the resolution of approval by a majority of the owners of the lots within the High Hampton subdivision and a majority of the lots in each sector of the four sectors of the High Hampton subdivision.

RECITALS:

On February 20, 1995, developer Savannah Development, Inc. signed the High Hampton Sector One Declaration of Protective Covenants which were recorded as Instrument No. 1995-04501 in the Office of the Judge of Probate of Shelby County, Alabama. On December 11, 1996, developer Savannah Development, Inc. signed the High Hampton Sector Two Declaration of Protective Covenants which were recorded as Instrument No. 1996-41127 in the Office of the Judge of Probate of Shelby County, Alabama. On December 11, 1996, developer Savannah Development, Inc. signed the High Hampton Sector Three Declaration of Protective Covenants which were recorded as Instrument No. 1996-41129 in the Office of the Judge of Probate of Shelby County, Alabama. On July 11, 2000, developer Savannah Development, Inc. signed the High Hampton Sector Four Declaration of Protective Covenants which were recorded as Instrument No. 2000-23411 in the Office of the Judge of Probate of Shelby County, Alabama. The covenants for the forgoing four sectors are collectively referred to as the "Prior Covenants." The High Hampton Residential Association was formed in 1995 and incorporated in 2000. Nothing in this amended declaration constitutes an election to the governed by Ala. Act 2015-292, section 3 (Code §35-20-3(a)). Developer has sold or transferred all of the lots in the subdivision and has taken no role in the association for a number of years. In accord with Section VI of the Prior Covenants, a majority of the current lot owners of each sector (collectively referred to herein as the "Declarants") desire to amend and restate the Prior Covenants in their entirety and in a single document by the terms and provisions of this Declaration and authorize this amendment by resolution annexed hereto as Exhibit B.

NOW, THEREFORE, the Declarants do hereby declare that all of that certain real property situated in Shelby County, Alabama which is more particularly described in Exhibit A attached hereto and incorporated herein by reference shall be held, developed, improved, transferred, sold, conveyed, leased, occupied and used subject to the following easements,

covenants, conditions, restrictions, charges, liens and regulations, which shall be binding upon and inure to the benefit of all parties acquiring or having any right, title or interest in any portion of the Property described in Exhibit A attached hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.

DECLARANTS DO FURTHER DECLARE AND AGREE THAT THE PRIOR COVENANTS ARE HEREBY CANCELLED AND TERMINATED, SHALL BE OF NO FURTHER FORCE OR EFFECT AND THE TERMS AND PROVISIONS OF THIS DECLARATION SHALL BE DEEMED TO SUPERSEDE AND REPLACE IN THEIR ENTIRETY ALL OF THE TERMS AND PROVISIONS OF THE PRIOR COVENANTS.

ARTICLE I

DEFINITIONS

As used throughout this Declaration, the following terms shall have the meanings set forth below, which meanings shall be applicable to both the singular and plural forms and tenses of such terms:

1.1 Articles of Incorporation. The term "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association as filed in the Office of the Probate Court of Shelby County on October 26, 2000 and all amendments thereto.

1.2 Assessment. The term "Assessment" shall mean, collectively, the annual and special assessments, the individual assessments and/or any other charges assessed against an Owner by the Association pursuant to the terms of this Declaration.

1.3 Association. The term "Association" shall mean High Hampton Residential Association, Inc., an Alabama nonprofit corporation.

1.4 Board. The term "Board" shall mean and refer to the Board of Directors of the Association and their duly elected successors as may be provided in the Articles of Incorporation and Bylaws. The Board shall have all powers of the Association as set forth in this Declaration.

1.5 Bylaws. The term "Bylaws" shall mean and refer to the bylaws of the Association, as the same may be amended from time to time.

1.6 Common Areas. The term "Common Areas" shall mean and refer to all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners. The Common Areas shall also include (a) all public or private roadways or easements within the boundaries of the Property upon which public or private roadways providing ingress to and egress from the Property for use by all owners of the Property have been constructed. (b) all signage, street lights, lighting, walkways, sidewalks.

paths, bicycle and jogging paths and lanes, gates, walls, fences, guardhouses, improvements, landscaping and landscaped or other areas immediately adjacent to any public or private roadways, including all medians within any public or private roadways, whether the same are located within the boundaries of the Property or on any public or private roadways which may be adjacent to or in close proximity with the Property which provide ingress to and egress from any portion of the Property (other than any such areas located solely within the boundary lines of any Lot or Dwelling), (c) the Hampton Lake common area, all water features, storm drains and sewers, drainage and/or watershed protection or retention ponds, lakes, basins or other areas and facilities located within the Property (other than such areas located solely within the boundary lines of any Lot or Dwelling), (d) all utility lines, pipes, ducts, conduits, equipment, machinery and other apparatus and appurtenances which are located in or serve any portion of the Common Areas and (e) all parks, nature trails, recreational facilities and areas and any other areas or Improvements on or within the Property which are designated by the Association as Common Areas from time to time.

1.7 Common Expenses. The term "Common Expenses" shall mean and refer to all expenses made or incurred by or on behalf of the Association, including, without limitation, those expenses described in Section 8.3(c) below, together with all funds assessed for the creation or maintenance of reserves pursuant to the provisions of this Declaration.

1.8 Declaration. The term "Declaration" shall mean and refer to this Amended and Restated High Hampton Declaration of Covenants, Conditions and Restrictions, together with all amendments thereto.

1.9 Dwelling. The term "Dwelling", with an initial capital letter, shall mean and refer to any improved Lot with a completed single-family detached residential housing unit.

1.10 Governmental Authority. The term "Governmental Authority" shall mean any city, county, state and federal governmental or quasi-governmental agencies, bureaus, departments, divisions or regulatory authorities having jurisdiction over any portion of the Property.

1.11 Improvement. The term "Improvement", with an initial capital letter, shall mean all Dwellings, any building, structure or device constructed, erected or placed upon any Lot or Common Area which significantly affects the exterior appearance of any Lot, Dwelling or Common Area. Improvements shall include, by way of illustration and not limitation, buildings, sheds, foundations, covered patios, underground utilities, roads, driveways, walkways, paving, curbing, parking areas, trees, shrubbery, landscaping, fences, screening, walls, signs and any other artificial or man-made changes or alterations to the natural condition of any Lot or Dwelling. "Improvements" shall also mean any grading, any excavation or fill, the volume of which exceeds eight (8) cubic yards.

1.12 Lake. The term "Lake" shall mean and refer to Hampton Lake.

1.13 Deleted.

1.14 Lot. The term "Lot" shall mean and refer to any unimproved portion of the Property upon which it is intended that a Dwelling be constructed thereon. Each lot indicated on the recorded subdivision plat for the Property thereon shall be deemed a Lot for purposes of this Declaration. A parcel of land shall be deemed unimproved and thus considered to be a Lot, rather than a Dwelling, until the Improvements constructed thereon are sufficiently complete to reasonably permit habitation thereof. Upon such completion, such Lot and the Improvements thereon shall collectively be considered to be a Dwelling for purposes of this Declaration.

1.15 Mortgage. The term "Mortgage", with an initial capital letter, shall mean and refer to any mortgage, deed of trust or other security device encumbering a Lot or Dwelling or any interest therein and which shall have been duly and properly recorded in the Probate Office of Shelby County, Alabama.

1.16 Mortgagee. The term "Mortgagee", with an initial capital letter, shall mean and refer to the holder of any Mortgage.

1.17 Occupant. The term "Occupant" shall mean and include any Owner, the family members, guests, tenants, agents, servants, employees and invitees of any Owner and their respective family members, guests, tenants, agents, servants, employees, invitees and any other person who occupies or uses any Lot or Dwelling within the Property. All actions or omissions of any Occupant is and shall be deemed the action or omission of the Owner of such Lot or Dwelling.

1.18 Owner. The term "Owner", with an initial capital letter, shall mean and refer to the record owners of fee simple title to any Lot or Dwelling, whether a corporation, partnership, proprietorship, association or other entity of any nature, including natural persons, but shall not include (i) any Mortgagee unless and until such Mortgagee has foreclosed on its Mortgage and purchased such Lot or Dwelling Area at the foreclosure sale held with respect to the foreclosure of such Mortgage or (ii) any lessee, purchaser, contract purchaser or vendor who has an interest in any Lot or Dwelling solely by virtue of a lease, contract, installment contract or other agreement.

1.19 Prior Covenants. The term "Prior Covenants" shall mean and refer to the High Hampton Declaration of Protective Covenants: (1) dated February 20, 1995, which were recorded as Instrument No. 1995-04501; (2) dated December 11, 1996, which were recorded as Instrument No. 1996-41127; (3) dated December 11, 1996, which were recorded as Instrument No. 1996-41129; and (4) dated July 11, 2000, which were recorded as Instrument No. 2000-23411, all in the Office of the Judge of Probate of Shelby County, Alabama, as amended to date. The Prior Covenants are superseded in their entirety by the terms of this Declaration, are hereby cancelled and terminated and shall be of no further force or effect.

1.20 Property. The term "Property", with an initial capital letter, shall mean and refer to that certain real property situated in Shelby County, Alabama which is more particularly described in Exhibit A attached hereto and incorporated herein by reference.

ARTICLE II

PROPERTY SUBJECT TO THE DECLARATION

2.1 General Declaration. Declarants hereby declare that the Property is and shall be subject to the easements, covenants, conditions, restrictions, charges, liens and regulations of this Declaration and the Property, any part thereof and each Lot, Dwelling and Common Area thereof shall be held, owned, sold, transferred, conveyed, hypothecated, encumbered, leased, occupied, built upon and otherwise used, improved and maintained subject to the terms of this Declaration, which easements, covenants, conditions, restrictions, charges, liens and regulations shall run with the title to the Property and shall be binding upon and inure to the benefit of all Owners and Occupants of the Property and any Lot, Dwelling and Common Area thereof.

2.2 Mutuality of Benefit and Obligation. The provisions of this Declaration are made (a) for the mutual and reciprocal benefit of each Lot, Dwelling and Common Area within the Property and are intended to create mutual, equitable servitudes upon and in favor of each Lot and Dwelling, (b) to create reciprocal rights and obligations between the respective Owners and all future and subsequent Owners of any Lot or Dwelling within the Property and (c) to create a privity of contract and estate between the Owners, their respective heirs, successors and assigns.

ARTICLE III

EASEMENTS

3.1 Grant of Non-Exclusive Easements to Owners.

(a) Common Areas. Subject to the terms and conditions of Section 3.3 below, each Owner and Occupant is granted the non-exclusive right, privilege and easement of access to and the use and enjoyment of the Common Areas in common with all other Owners, Occupants and other parties having any rights or interest therein. The easement and rights granted pursuant to this Section 3.1(a) are and shall be permanent and perpetual, are non-exclusive, are appurtenant to and shall pass and run with title to each Lot and Dwelling.

(b) Grant of Easement to Governmental Authorities. Each branch, bureau, department and agency of the Governmental Authorities and their respective agents, employees and representatives is granted a permanent, perpetual and non-exclusive easement over, across, through and upon any and all public or private roadways within the Property forming a part of the Common Areas for the purposes of performing such duties and activities related to law enforcement, fire protection, trash and ref-use collection, building inspection services, mail and package delivery, medical and emergency services and any other functions or duties to be performed by the Governmental Authorities as shall be required or appropriate from time to time.

3.2 Reservation of General Access Easement.

The Association does hereby establish and reserve for itself and its agents, employees, representatives, invitees, successors and assigns, a permanent and perpetual non-exclusive easement appurtenant over, across, through and upon each Lot and Dwelling for the purpose of providing ingress to and egress from each Lot and Dwelling for (i) inspecting each Lot and Dwelling (exterior only when a valid Certificate of Occupancy is in place) and any Improvements thereon in order to determine compliance with the provisions of this Declaration and (ii) the performance of the respective duties of the Association hereunder, including, without limitation, taking any action required or permitted to be taken by the Association pursuant to any of the terms or provisions of this Declaration.

3.3 Reservation of Easements With Respect To Common Areas.

(a) Easement Upon Common Areas. The Association and its respective agents, employees, representatives, invitees, successors and assigns, is granted a permanent and perpetual non-exclusive easement appurtenant, over, across, under, through and upon all of the Common Areas for the purpose of installing, maintaining, repairing and replacing any Improvements to the Property or to the Common Areas, including, without limitation, sidewalks, walkways, signage and traffic directional signs and doing all other things reasonably necessary and proper in connection therewith; provided, however, that in no event shall the Association have any obligation to undertake any of the foregoing.

(b) Changes in Common Areas. The Association is granted the permanent right to change, modify and realign the boundaries of any of the Common Areas (other than the Hampton Lake Common Area) so long as the boundaries of any Lot are not changed.

3.4 Reservation of Easement for Utilities. The Association is granted, a permanent and perpetual non-exclusive easement appurtenant over, across, under, through and upon all portions of the Common Areas and all Lots and Dwellings which are reasonably necessary for the purpose of installing, erecting, replacing, relocating, maintaining and operating master television and/or cable systems, security and similar systems and all utilities necessary or convenient for the use of any portion of the Property, including, without limitation, publicly or privately owned and operated electrical, gas, telephone, water and sewer services, storm drains and sewers, drainage systems, retention ponds, lakes, basins and facilities, lines, pipes, conduits, equipment, machinery and other apparatus and appurtenances necessary or otherwise reasonably required in order to provide any utility service to any portion of the Property. The easements established and reserved herein shall include the right to cut and remove trees, undergrowth and shrubbery, to grade, excavate or fill and to otherwise take all other action reasonably necessary to provide economical and safe installation, maintenance, repair, operation and replacement of all such utility services and the systems, equipment and machinery used to provide the same. Notwithstanding anything provided in this Section 3.4 to the contrary, (i) the utilization of any of the easements and rights established and reserved pursuant to this Section 3.4 shall not unreasonably interfere with the use or occupancy of any Dwelling situated on any Lot and (ii) the Association shall use good faith efforts to attempt to cause any utility company or other supplier or provider of any utility service which may utilize

any of the easements and rights reserved and established pursuant to this Section 3.4 to take reasonable action to repair any damage caused by such utility company or other supplier or provider of such utility service during the exercise of any rights established and reserved herein.

3.5 Reservation of Maintenance Easement. The Association is granted for itself and its agents, employees, successors and assigns, a permanent and perpetual right and easement to enter upon any Lot or Dwelling (exterior only) for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, stumps or other unsightly growth and removing trash so as to maintain reasonable standards of health, fire safety and appearance within the Property; provided, however, that such easement shall not impose any duty or obligation upon the Association to perform any of the foregoing actions.

3.6 Reservation of Environmental Easement. The Association is granted for itself and its agents, Board, employees, successors and assigns, a permanent and perpetual right and easement on, over, across and upon all Lots and all unimproved portions of any Dwellings for the purpose of taking any action necessary to effect compliance with any watershed, soil erosion or environmental rules, regulations and procedures from time to time affecting or otherwise promulgated or instituted by any Governmental Authorities or the Board. The easement and right established and reserved herein shall include, without limitation, the right to implement erosion control procedures and practices, the right to drain standing water, subject to applicable law and regulations, and the right to take any other action which may be required in order to satisfy the requirements of the applicable watershed, soil erosion or environmental rules, regulations or procedures affecting the Property. Except in the case of an emergency situation or a perceived emergency situation, the exercise by the Association of the rights reserved in this Section 3.7 shall not unreasonably interfere with the use or occupancy of any Dwelling situated on any Lot.

3.7 Establishment of Buffer and Grant of Easement to Lake Common Area.

The Association and the Declarants do hereby establish and declare that the Lake Common Area shall be and remain a natural, undisturbed buffer area. The Association is granted a permanent, perpetual and non-exclusive maintenance and beautification easement appurtenant over, across, through and upon the Lake Common Area and extending thirty feet inward on each Lot for the purpose of maintaining the Hampton Lake Common Area. No permanent structure shall be constructed within said easement area without express authorization by the Board. No gas powered motor boats are permitted on any lake area.

ARTICLE IV

ASSOCIATION

4.1 Membership. The Owner of each Lot or Dwelling shall be a member of the Association. For purposes of determining membership in the Association, each dwelling unit situated on any portion of the Property shall be deemed a separate individual Dwelling. Membership in the Association shall be appurtenant to and may not be separated from

ownership of any Lot or Dwelling; provided, however, that (a) in the event any Lot or Dwelling is owned by more than one (1) person, then the Owner of such Lot shall, by written notice to the Board, designate only one (1) representative to serve as a member of the Association who shall exercise all voting rights attributable to the Lot or Dwelling owned by such Owner and (b) no Mortgagee shall become a member of the Association until such time, if at all, that the Mortgagee becomes an Owner by virtue of foreclosure of its Mortgage and title to such encumbered Lot or Dwelling is vested in Mortgagee pursuant to a duly recorded deed. The transfer or conveyance of fee title to any Lot or Dwelling (other than by a Mortgagee as security for the payment of an obligation), shall automatically include the transfer of all membership rights of such Owner in the Association with respect to the Lot or Dwelling transferred and conveyed, notwithstanding any failure of the transferor to endorse to his transferee any certificates, assignments or other evidence of such membership. Membership or the rights and benefits in the Association may not be transferred, assigned, conveyed or otherwise alienated in any manner separately and apart from the ownership of a Lot or Dwelling. Each member of the Association shall at all times comply with the provisions of this Declaration, the Articles of Incorporation, the Bylaws and all rules and regulations which may from time to time be adopted by the Board or the members of the Association.

4.2 Board. The Board shall have the rights and duties set forth in the Articles of Incorporation, the Bylaws, this Declaration and applicable law, including the authority to exercise all powers of the Association except when specifically provided otherwise.

4.3 Voting Rights. The Owner of each Lot or Dwelling shall be entitled to one (1) vote on any matters submitted to the members of the Association for approval. No Owner, whether one or more persons, shall have more than one membership and one vote per Lot or Dwelling owned. Each Owner, by acceptance of a deed or other conveyance to a Lot or Dwelling, consents and agrees to the dilution of his voting interest in the Association by virtue of the approved resubdivision of any Lot or the submission of any additional property to the terms of this Declaration. In no event, whether as a result of there being multiple ownership interests in any Lot or Dwelling or otherwise, shall more than one vote be allowed for any one Lot or Dwelling. Fractional voting shall not be permitted.

4.4 Duties and Powers of Association. In addition to the rights, duties, responsibilities and obligations of the Association otherwise set forth in this Declaration, the Association shall have the power to do, cause to be done and otherwise perform or cause to be performed any of the duties and powers set forth in the Articles of Incorporation and the Bylaws. The Association may exercise any other right or privilege granted to it expressly by this Declaration or by law, together with every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege. In the event of any conflict, ambiguity or inconsistency between the Code of Alabama, this Declaration, the Articles of Incorporation, the Bylaws or any rules and regulations adopted from time to time by the Association, then the provisions of the Code of Alabama, this Declaration, the Articles of Incorporation, the Bylaws and any rules and regulations adopted by the Association, in that order, shall prevail and each Owner, by acceptance of a deed or other conveyance to a Lot or Dwelling, covenants and agrees to vote in favor of and execute any amendments as may be necessary to remove or alleviate any such

conflict, ambiguity or inconsistency. Except as otherwise specifically provided to the contrary herein, in the Articles of Incorporation or in the Bylaws, the powers and authority granted to the Association may be exercised by the Board, acting through the officers of the Association, without further consent or action on the part of the Owners.

4.5 Agreements. Subject to the conditions, restrictions and other provisions of this Declaration, all agreements, actions and determinations lawfully authorized by the Board shall be binding upon all Owners, their heirs, executors, personal representatives, administrators, successors and assigns and all others having any interest in the Property. In performing its responsibilities hereunder, the Association, through the Board, shall have the right and authority to delegate to such persons of its choice, including third party management companies, such duties of the Association as may be determined by the Board. In addition to the foregoing, the Association may pay for and the Board may hire and contract for such legal and accounting services as are necessary or desirable in connection with the operation of the Property, or the enforcement of this Declaration, the Articles of Incorporation, the Bylaws or any rules and regulations of the Association.

4.6 Rules and Regulations. The Board may establish and enforce reasonable rules and regulations governing the use of all Lots, Dwellings and Common Areas so long as the same do not conflict with, contradict or attempt to supersede any of the terms and provisions of this Declaration or applicable law.

4.7 Indemnification. The Association shall and does hereby agree to indemnify, defend and hold harmless each and every officer, agent, representative and member of the Board of the Association from and against any and all expenses, including court costs and reasonable attorneys' fees, suffered, paid or incurred by any of them in connection with any action, suit or other proceeding (including the settlement of any suit or proceeding to which such person may be made a party by reason of being or having been an officer, agent, representative or member of the Board of the Association). The officers, agents, representatives and members of the Board of the Association shall not be liable for any mistake in judgment, negligence or otherwise except for their own willful misconduct or reckless disregard of duty, as finally determined by a court of competent jurisdiction. The officers, agents, representatives and members of the Board of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Architectural Review Committee as provided in section 5.1, below, or the Association and the Association shall and does hereby indemnify, defend and agree to forever hold each such officer, agent, representative and member of the Board harmless from any and all liability to others on account of any such contract or commitment. The indemnification obligations and rights provided for herein shall not be exclusive of any other rights to which any officer, agent, representative or member of the Board of the Association may be entitled, including anything provided to the contrary contained in the Articles of Incorporation or the Bylaws. The Association shall maintain adequate general liability and, to the extent financially feasible, officers and directors liability insurance in order to fulfill its obligations under this Section 4.7 and the costs of such insurance shall constitute a Common Expense.

ARTICLE V
ARCHITECTURAL REVIEW AND
PROPERTY STANDARDS

5.1 Creation of Architectural Review Committee. The Board shall annually designate an Architectural Review Committee ("ARC") composed of up to three persons, who may also be Board members, to perform the functions stated herein.

5.2 Approval of Plans and Specifications

IN ORDER TO PRESERVE THE ARCHITECTURAL AND NATURAL APPEARANCE AND THE NATURAL SETTING AND BEAUTY OF THE PROPERTY, TO ESTABLISH AND PRESERVE A HARMONIOUS DESIGN FOR THE PROPERTY AND TO PROTECT AND PROMOTE THE VALUE OF THE PROPERTY, THE LOTS, THE DWELLINGS AND ALL IMPROVEMENTS THEREON, NO IMPROVEMENTS OF ANY NATURE SHALL BE COMMENCED, ERECTED, INSTALLED, PLACED, MOVED ONTO, ALTERED, REPLACED, RELOCATED, PERMITTED TO REMAIN ON OR MAINTAINED ON ANY LOT OR DWELLING BY ANY OWNER, WHICH AFFECT THE EXTERIOR APPEARANCE OF ANY LOT OR DWELLING UNLESS PLANS AND SPECIFICATIONS THEREFORE HAVE BEEN SUBMITTED TO AND APPROVED BY THE ARCHITECTURAL REVIEW COMMITTEE ("ARC") IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF SECTION 5.2(b) BELOW. WITHOUT LIMITING THE FOREGOING, THE CONSTRUCTION AND INSTALLATION OF ANY DWELLINGS, SIDEWALKS, DRIVEWAYS, PARKING LOTS, DECKS, PATIOS, COURTYARDS, SWIMMING POOLS, TENNIS COURTS, GREENHOUSES, PLAYHOUSES, AWNINGS, WALLS, FENCES, EXTERIOR LIGHTS, GARAGES, GUEST OR SERVANT'S QUARTERS, GARAGES OR ANY OTHER OUTBUILDINGS, SHALL NOT BE UNDERTAKEN, NOR SHALL ANY EXTERIOR ADDITION TO OR CHANGE OR ALTERATION BE MADE (INCLUDING, WITHOUT LIMITATION, PAINTING OR STAINING OF ANY EXTERIOR SURFACE) TO ANY DWELLING OR IMPROVEMENTS, UNLESS THE PLANS AND SPECIFICATIONS FOR THE SAME HAVE BEEN SUBMITTED TO AND APPROVED BY THE ARC IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF SECTION 5.1(b) BELOW.

(a) Prior to the commencement of any Dwelling or other Improvements on any Lot or Dwelling, the Owner thereof shall submit to the ARC plans and specifications and related data for all such Improvements, which shall include the following:

(i) Two (2) copies of an accurately drawn and dimensioned site development plan indicating the location of any and all Improvements, including the Dwelling to be constructed on said Lot, the location of all driveways, walkways, decks, terraces, patios and outbuildings and the relationship of the same to any set-back requirements applicable to the Lot or Dwelling.

(ii) Two (2) copies of a foundation plan, floor plans and exterior elevation drawings of the front, back and sides of the Dwelling to be constructed on the Lot.

(iii) Two (2) copies of written specifications and, if requested by the ARC, samples indicating the nature, color, type, shape, height and location of all exterior materials to be used in the construction of the Dwelling on such Lot or any other Improvements thereto, including, without limitation, the type and color of all brick, stone, stucco, roofing and other materials to be utilized on the exterior of a Dwelling and the color of paint or stain to be used on all doors, shutters, trim work, eaves and cornices on the exterior of such Dwelling.

(iii) Two (2) copies of the lighting plan, including specifications, for any exterior lighting to be utilized with respect to such Lot or Dwelling.

(iv) Two (2) copies of a landscaping plan prepared in accordance with the provisions of Section 5.3 below.

(vi) One copy of such other plans, specifications or other information or documentation as may be required by the ARC.

(b) The ARC shall, in its sole discretion, determine whether the plans and specifications and other data submitted by any Owner for approval are acceptable. The ARC shall have the right to disapprove any plans and specifications upon any ground which is consistent with the objectives and purposes of this Declaration, including purely aesthetic considerations, any failure to comply with any of the provisions of this Declaration, failure to provide requested information, objection to exterior design, appearance or materials, objection on the ground of incompatibility of any such proposed improvement with the scheme of development proposed for the Property, objection to the location of any proposed Improvements on any such Lot, objection to the landscaping plan for such Lot or Dwelling, objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any Improvement or any other matter which, in the sole judgment of the ARC, would render the proposed Improvement inharmonious with the general plan of development contemplated for the Property. The ARC shall have the right to approve any submitted plans and specifications with conditions or stipulations by which the Owner of such Lot or Dwelling shall be obligated to comply and must be incorporated into the plans and specifications for such Improvements or Dwelling. Approval of plans and specifications by the ARC for Improvements to one particular Lot or Dwelling shall not be deemed an approval or otherwise obligate the ARC to approve similar plans and specifications or any of the features or elements for the Improvements for any other Lot or Dwelling within the Property. Notwithstanding anything provided herein to the contrary, an Owner may make interior improvements and alterations within his Dwelling that comply with all applicable building codes and that do not affect exterior appearance without the necessity or requirement that the review or

approval of the ARC be obtained.

(c) In the event the ARC fails to approve or disapprove in writing any such proposed plans and specifications within thirty (30) days after such plans and specifications have been received, then the plans and specifications so submitted will be deemed to have been approved.

(d) Any revisions, modifications or changes in any plans and specifications previously approved by the ARC must be approved by the ARC in the same manner specified above.

(e) If construction of the Dwelling or the Improvements has not substantially commenced (e.g., by clearing and grading, pouring of footing and otherwise commencing framing and other related construction work) within two (2) years of approval by the ARC of the plans and specifications for such Dwelling or other Improvements, then no construction may be commenced (or continued) on such Lot or Dwelling and the Owner of such Lot or Dwelling shall be required to resubmit all plans and specifications for any Dwelling or other Improvements to the ARC for approval in the same manner specified above.

5.3 Landscaping Approval. In order to preserve, to the extent practicable, the natural landscaping and plant life currently situated on the Property and in order to enhance the aesthetic appearance of the Property, no substantially modified landscaping, grading, excavation or fill work of any nature shall be implemented or installed by any Owner on any Lot or Dwelling unless and until landscaping plans therefore have been submitted to and approved by the ARC.

5.4 Construction Without Approval. If (a) any Improvements are initiated, installed maintained, altered, replaced or relocated on any Lot or Dwelling without approval of the plans and specifications for the same or (b) the ARC shall determine that any approved plans and specifications for any Improvements or the approved landscaping plans for any Lot or Dwelling are not being complied with, then, in either event, the Owner of such Lot or Dwelling shall be deemed to have violated this Declaration and the ARC shall have the right to exercise any of the rights and remedies set forth in Article XI below.

5.5 Inspection. The ARC or any agent, employee or representative thereof may at any reasonable time and from time to time enter upon and inspect any Lot or Dwelling while under construction in order to determine whether the approved plans and specifications therefore are being complied with. Any such entry shall not be deemed to be a trespass or any other wrongful act by the ARC or the Association.

5.6 Subsurface Conditions. The Property may be located in an area which includes underground mines, tunnels, sinkholes and subsurface conditions which may result in sinkholes or other types of ground subsidence. The approval of plans and specifications by the ARC for any Dwelling or other Improvements on a Lot or Dwelling shall not be construed in any respect as a representation or warranty by the ARC or the Association to the Owner submitting such plans or to any of the successors or assigns of such Owner that the surface or

subsurface conditions of such Lot or Dwelling are suitable for the construction of the Improvements contemplated by such plans and specifications. It shall be the sole responsibility of each Owner to determine the suitability and adequacy of the surface and subsurface conditions of any Lot or Dwelling for the construction of any contemplated Improvements thereon.

5.7 Limitation of Liability. Notwithstanding anything provided herein to the contrary, neither the Association, nor any agent, employee, representative, member, shareholder, partner, officer or director thereof, shall have any liability of any nature whatsoever for any damage, loss or prejudice suffered, claimed, paid or incurred by any Owner on account of (a) any defects in any plans and specifications submitted, reviewed or approved in accordance with the provisions of this Article V, (b) any defects, structural or otherwise, in any work done according to such plans and specifications, (c) the failure to approve or the disapproval of any plans, drawings, specifications or other data submitted by any Owner for approval pursuant to the provisions of this Article V, (d) the construction or performance of any work related to such plans, drawings and specifications, (e) bodily injuries (including death) to any Owner, Occupant or the respective family members, guests, employees, servants, agents, invitees or licensees of any such Owner or Occupant, or any damage to any Dwellings, Improvements or the personal property of any Owner, Occupant or the respective family members, guests, employees, servants, agents, invitees or licensees of such Owner or Occupant, which may be caused by, or arise as a result of, any defect, structural or otherwise, in any Dwellings or Improvements or the plans and specifications therefore, or any past, present or future soil and/or subsurface conditions, known or unknown (including, without limitation, sinkholes, underground mines, tunnels and water channels and limestone formations on or under any Lot or Dwelling) and (f) any other loss, claim, damage, liability or expense, including court costs and attorneys' fees, suffered, paid or incurred by any Owner arising out of or in connection with the use and occupancy of any Lot, Dwelling or any Improvements situated thereon.

5.8 Commencement and Completion of Construction. Upon commencement of construction of any Dwelling, construction work thereon shall be prosecuted diligently and continuously and shall be completed within eighteen (18) months of the commencement date of said construction, such completion to be evidenced by a certificate of occupancy issued by the appropriate Governmental Authorities.

5.9 Enforcement and Remedies. In the event any of the provisions of this Article V are violated or are not otherwise being complied with in all respects by any Owner or Occupant or the respective family members, guests, invitees, agents, employees or contractors of any Owner or Occupant, then the Association and the ARC shall each have the right, at their option, to exercise any of the rights and remedies set forth in Article XI below.

5.10 Compliance Certification. The Association or any authorized representative thereof shall upon request and at such reasonable charges as may from time to time be adopted by the Board, furnish to an Owner a certificate in writing setting forth whether all necessary approvals have been obtained and whether any Dwelling or Improvement is in compliance with the provisions of this Declaration.

ARTICLE VI

USE AND PROPERTY RESTRICTIONS

6.1 Use Restrictions. Except as otherwise provided to the contrary in this Section 6.1 each Lot and Dwelling shall be used for detached owner occupied single-family residential purposes only. No trade or business may be carried on in or from any Lot or Dwelling, provided, however, that the use of any portion of a Dwelling as an office by an Owner shall not be considered a violation of this covenant if such use does not create regular customer, client or employee traffic. Any lease or rental of a Dwelling for residential purposes shall not be considered a violation of this covenant so long as the lease (a) is for not less than the entire Dwelling, (b) is for a term of at least six (6) months and (c) is otherwise in compliance with the rules and regulations promulgated and published from time to time by the Association.

6.2 Underground Utilities. All utility lines, pipes, conduits and wiring for electrical, gas, telephone, water, sewer, cable television, security and any other utility service for any portion of the Property shall be installed and maintained below ground.

6.3 Density Limitations. The maximum number of Dwellings to be constructed on any Lot shall be one Dwelling for single family residential purposes.

6.4 Building Requirements.

a. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family dwelling not to exceed 35 feet in height, and a private garage, and other out buildings incidental to and necessary for proper residential use of the lot. Any out building must be in conformity to the standards set forth herein and approved by the ARC.

b. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat or required by applicable zoning laws.

c. No dwelling shall be erected containing less than one thousand eight hundred (1,800) square feet of living (heated) area for one-story buildings exclusive of porches, garages, and basements. A 1 ½ story dwelling must contain at least two thousand two hundred (2,200) square feet of living (heated) area. Any two story dwelling must have at least two thousand four hundred (2,400) square feet of living area.

d. The roof pitch on any residence shall not be less than 8 and 12 unless first approved in writing by the ARC.

e. No residence shall have an open carport or front drive unless

specifically approved in writing by the ARC.

f. All porches on the front and sides of any dwelling shall be supported by the foundation of the structure.

g. All dwellings will have windows that are either wood, aluminum, fiberglass clad or vinyl clad. All dwellings will have brick, stone, or stucco type product on all four sides of the foundation, no exposed block. All homes are to be of traditional styling and approved in writing by the ARC.

h. The use of siding on any dwelling must be specifically approved in writing by the ARC. Siding may not be used on the rear of any dwelling abutting a lake or common area.

i. No cantilevered chimney chases shall be allowed on the front or side of any structure. All chimney chases on the front and side shall be supported by the foundation of the structure and shall be constructed of the same material as used in the foundation. Cantilevered chimney chases may be allowed on the rear by specific approval of the ARC. Bay windows on the front or side of the dwelling must have a bottom return.

j. Garages. Garage doors shall not be permitted on the front of houses. In cases where it is unavoidable due to terrain, electric automatic door closers shall be used and the interior of the garage shall be of sheetrock and painted. Unless excepted in writing by the ARC, all garage doors shall be located in the side or rear of houses.

k. HVAC Equipment. Outside air-conditioning units may not be located in the front yard or any required side yard on corner lot. Such units on the side of an interior lot dwelling must be screened from sight by adequate landscaping.

l. Deleted..

m. Concrete Blocks. No concrete block work, including foundations, concrete block steps, walkways, walls or any other concrete block work, whether painted, stuccoed or otherwise, shall show above ground or from the exterior of any building, except upon approval of the ARC.

n. All roof vent and pipes shall be painted as near the color of the roof as possible, and shall be located on the rear of the structure and not viewed from the street.

o. Upon the completion of a residence all front and side yards which are not left in a natural state will be landscaped with solid sod as provided in the ARC-approved landscaping plan. The rear yard may be sprigged, seeded or solid sod, or

left in a natural state.

6.5 Landscaping and Trees.

(a) Unless located within ten (10) feet of a Dwelling or any driveway or sidewalk, no Owner shall cut, remove or mutilate any tree, shrub, bush or other vegetation having a trunk diameter of eight (8) inches or more at a point of three (3) feet above ground level, without first obtaining the approval of the ARC; provided, however, that the foregoing shall not be deemed to prohibit the cutting and removal of any dead or diseased trees, the trimming of tree limbs to maintain tree health, or prohibit the Association from cutting or removing trees to the extent reasonably required to maintain Common Areas with the Property or install underground utilities within the Property.

(b) Each Owner shall, to the extent practicable, attempt to incorporate into the landscaping plan for his Dwelling the natural plant life existing on such Lot and shall otherwise take such steps which would, to the extent practicable, preserve the existing trees, plant life, wild flowers and natural environment, including natural drainage channels, which exist on such Lot.

6.6 Trash, Rubbish and Nuisances.

a. No trash, garbage, rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon portion of the Property nor shall any nuisance or odors be permitted to exist or operate upon or arise from any Lot or Dwelling which would render any portion thereof unsanitary, unsightly, offensive or detrimental to persons using, occupying or owning any other Lots or Dwellings within the Property. Noxious or offensive activities shall not be carried on in or from any Lot or Dwelling or in any part of the Common Areas, and each Owner and Occupant shall refrain from any act or use of a Lot or Dwelling which could cause disorderly, unsightly or unkept conditions, result in the cancellation of or increase in insurance coverage or premiums for any portion of the Property or be in violation of any law, statute, ordinance, rule, regulation or requirement of any Governmental Authority. Any Owner or Occupant who dumps, places or allows trash or debris to accumulate on his Lot or Dwelling or on any other portion of the Property shall be liable to the Association for all costs incurred by the Association to remove the same.

b. Trash, garbage and any other refuse or waste shall not be kept on any Lot or Dwelling except in sanitary containers or garbage compactor units. Trash cans and containers shall be kept out of sight from the street except as reasonably necessary during the trash collection cycle..

c. Except during initial construction of a Dwelling, no open burning of trash, garbage, leaves, wood, shrubbery or other materials shall be permitted on any Lot or Dwelling. Recreational fires such as an outdoor fireplace or fire pit are permitted when located more than 15 feet from any wooded area or combustible structure, with a pit size 3 feet or less in diameter and 2 feet or less in height, with constant supervision and a readily

available means of extinguishment. No trash or garbage may be burned at any time.

6.7 Above or Below Ground Tanks and Wells. No exposed above-ground tanks for the storage of fuel, water or any other substances shall be located on any Lot, Dwelling, or within any of the Common Areas. No private water wells may be drilled or maintained.

6.8 Temporary Structures. No temporary house, trailer, shack, tent, barn, shed, stable, poultry house or yard, rabbit hut, or other outbuilding or structure of any kind, shall be permitted, constructed, installed or allowed to remain on any Lot or Dwelling without Board approval.

6.9 Construction of Improvements.

a. During the construction of any Improvements or Dwelling, (i) all Lots and Dwellings shall be maintained in a clean condition, free of debris and waste material, (ii) all unused construction materials shall be stored, to the extent practicable, out of view from any public or private roadways providing access to the Property and (iii) all construction trash, debris and rubbish on each Lot shall be properly disposed of outside the Property at least weekly. Used construction materials may be burned on-site so long as such burning is conducted at the rear of such Lot or Dwelling and does not create a nuisance to other Owners or violate the laws, ordinances, codes, statutes, rules or regulations of any applicable Governmental Authority; in no event, however, shall any used construction materials be buried on or beneath any Lot, Dwelling or any other portion of the Property. No construction trucks, equipment or machinery, including any trailers used for the transportation of construction equipment or machinery, shall be parked overnight on any streets or roads within the Property. Upon completion of construction of any Improvements or any Dwelling, all construction machinery, tools and equipment, all unused construction materials and all trash, debris and rubbish shall be immediately removed from the Lot or Dwelling and such Lot or Dwelling shall be kept and maintained in a clean and uncluttered condition. The Board has the authority to require a deposit of up to \$1000 for damages at the time of approval of any newly-constructed Dwelling.

b. All Dwellings and any other Improvements shall be constructed in compliance with all applicable federal, state, county and local laws, ordinances, rules, regulations and zoning and building code requirements. Each Owner shall be solely responsible for obtaining from the appropriate Governmental Authorities all necessary permits and licenses and otherwise paying all required fees for the construction of any Improvements on such Owner's Lot. Each Owner shall also be responsible for strict compliance with all applicable watershed protection, soil erosion and other governmental requirements both during and after completion of construction of any Improvements on such Owner's Lot.

6.10 Subdivision and Interval Ownership. No Lot may be subdivided or resubdivided without the prior written approval of the Board, which may be withheld in its sole and absolute discretion. No Lot or Dwelling shall be sold or owned under any time-sharing, time-interval or similar right-to-use programs.

6.11 Swimming Pools and Tennis Courts. No swimming pools, outdoor hot tubs, reflecting ponds, saunas, whirlpools, lap pools or tennis courts may be constructed, installed and maintained on any Lot or Dwelling without the prior written approval of the plans by the ARC.

6.12 Variances. The Board, in its sole and absolute discretion, shall have the exclusive right to grant variances with respect to the provisions of Article V above and this Article VI with respect to any Lot or Dwelling. Any variance request submitted to the Board shall be in writing and, upon approval of the same by the Board, shall be evidenced by a written variance.

6.13 Enforcement and Remedies. In the event any of the provisions of this Article VI are breached or are not otherwise being complied with in all aspects by any Owner or Occupant or the respective family members, guests, invitees, agents, employees or contractors of any Owner or Occupant, then the Association shall have the right, at its option, to exercise any of the rights and remedies set forth in Article XI below.

ARTICLE VII

MAINTENANCE RESPONSIBILITIES

7.1 Responsibilities of Owners.

- a. The maintenance and repair of all Lots, Dwellings, all other Improvements situated thereon or therein and all lawns, landscaping and grounds on or within a Lot or Dwelling shall be the responsibility of the Owner of such Lot or Dwelling. Each Owner shall be responsible for maintaining his/her Lot and Dwelling in a neat, clean and sanitary condition. Such responsibilities shall include, without limitation, maintaining at all times paint and stain finishes on all Dwellings and other Improvements and reroofing or replacing roofing shingles when the same become worn or would be replaced by a prudent Owner. No exterior changes, alterations or Improvements shall be made to any Lot or Dwelling without first obtaining the prior written approval of the same from the ARC.
- b. Each Lot or Dwelling shall be landscaped in accordance with plans and specifications submitted to and approved by the ARC pursuant to Sections 5.2 and 5.3 above. All areas of any Lot or Dwelling which are not improved by the construction of a Dwelling thereon shall at all times be maintained by the Owner thereof in a fully and well kept landscaped condition utilizing ground cover and/or shrubbery and trees. Grass, hedges, shrubs, vines and any other vegetation of any type on any Lot shall be cut and trimmed at regular intervals at all times in order to maintain the same in a neat, safe and attractive condition. Dead vegetation, stumps, weeds, rubbish, debris, garbage and waste material shall be promptly removed from any Lot and properly disposed of outside of the Property.

- c. No Owner shall, change or otherwise significantly alter the appearance of any portion of the exterior of a Dwelling or the landscaping, grounds or other improvements within a Lot unless such change or alteration is first approved, in writing, by the ARC as provided in Sections 5.2 and 5.3.

7.2 Responsibilities of Association.

(a) The Association shall maintain and keep in good repair and condition all portions of the Common Areas, including, specifically, the Hampton Lake Area. The Association shall not be liable for injuries or damage to any person or property (1) caused by the elements, acts of God or any Owner or other person, (2) resulting from any surface or subsurface conditions which may at any time affect any portion of the Property caused by rain or other surface water which may leak or flow from any portion of the Common Area onto a Lot or Dwelling or (3) resulting from thief, burglary or other illegal entry onto the Property or any Lot or Dwelling thereof. No diminution or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken by or performed by the Association hereunder or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association or from any action taken by the Association to comply with any requirements of the Governmental Authorities.

(b) In the event that the Board of the Association determines that (i) any Owner has failed or refused to discharge properly its obligations with regard to the maintenance, cleaning, repair or replacement of items for which it is responsible hereunder or (ii) any maintenance, cleaning, repair or replacement for which the Association is responsible hereunder is caused by the willful or negligent act of an Owner or Occupant, or their respective family members, guests, servants, employees, invitees or contractors, and the costs of such maintenance, cleaning, repair or replacement are not paid in full from insurance proceeds, if any, received by the Association with respect thereto, then, in either event, the Association, in addition to the exercise of any of the rights and remedies set forth in this Declaration, may give such Owner written notice of the Association's intent to provide such necessary maintenance, cleaning, repair or replacement, at the sole cost and expense of such Owner, and setting forth in reasonable detail what action is deemed necessary. Except in the event of emergency situations, such Owner shall have fifteen (15) days within which to complete the same in a good and workmanlike manner or, if the same is not capable of completion within such fifteen (15) day period, to commence such maintenance, cleaning, repair or replacement and to proceed diligently with the completion of the same in a good and workmanlike manner. In the event of emergency situations or the failure by any Owner to comply with the provisions hereof after such notice, the Association may provide (but shall not be obligated to provide) any such maintenance, cleaning, repair or replacement at the sole cost and expense of such Owner and said cost shall be a personal obligation of such Owner, shall constitute an individual Assessment to such Owner and shall be subject to the lien and foreclosure rights granted pursuant to Section 8.08 below.

7.3 Additional Provisions.

a. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except dogs and/or cats. Other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

b. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become annoyance or nuisance to the neighborhood.

c. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

d. No trash, garbage or other refuse shall be dumped, stored or accumulated on any lot. Trash, garbage or other waste shall not be kept on any lot except in sanitary containers or garbage compactor units.

e. No structure of a temporary character, trailer, basement, tent or shack shall be used at any time as a residence either temporarily or permanently. The interior and exterior of the dwelling shall be promptly completed and a Certificate of Occupancy shall be issued by the City of Pelham.

f. No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than four (4) square feet advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales period. No sign shall be nailed to trees. This provision shall not apply to the Developer or Builders of their assigns during the sales period.

g. No chain link or solid wood fencing shall extend nearer the street than the rear line of the dwelling. In any event, all fences must be approved in advance by the ARC.

h. No automobiles will be stored on any lot or kept on blocks unless in the basement or garage of a structure. Boats, utility trailers, recreational vehicles and travel trailers must either be parked or stored in the basement, garage, or on a separate parking pad located behind the front building line of the residential structure and not visible from the street fronting the structure. No tractor trailer trucks, panel vans or other commercial truck in excess of one (1) ton classification shall be parked or stored on any lot.

i. No satellite, microwave dishes or television or radio antennas exceeding 10 square feet shall be placed on any portion of the subdivision but in no event shall satellite, microwave dishes or television or radio antennas be visible from any street.

j. No individual sewage disposal system shall be permitted on any lot unless such system is designated, located and constructed in accordance with the requirements, standards, and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authority.

k. No lot shall be cultivated for crops of any sort, except for gardens of reasonable size, which is to be located in the rear of any dwelling.

l. No fence, wall hedge or shrub planting which obstructs sight lines at elevations between two (2) and five (5) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at such sufficient heights to prevent obstruction of such sightlines.

m. No basketball goal or similar object may be installed nearer the street than the front building line of the dwelling.

ARTICLE VIII

COMMON AREA ASSESSMENTS

8.1 Assessments and Creation of Lien. Each Owner of a Lot or Dwelling, by acceptance of a deed or other instrument conveying any interest therein, regardless of whether such deed or instrument contains a reference to this Declaration, is hereby deemed to covenant and agree to pay to the Association (i) annual Assessments, as established and to be collected as provided in Section 8.3 below, (ii) special Assessments, to be established and collected as provided in Section 8.4 below, and (iii) individual Assessments against any particular Lot or Dwelling which are established or assessed pursuant to the terms of this Declaration, including, but not limited to, any fines as may be levied or imposed against such Lot or Dwelling in accordance with the provisions of this Declaration. All Assessments, together with late charges and interest as provided in Section 8.8(a) below, and all court costs and attorneys' fees incurred by the Association, as the case may be, to enforce or collect such Assessments shall be an equitable charge and a continuing lien upon each Lot or Dwelling for which the Owner thereof is responsible for the payment of the same. Said lien may be enforced in the manner provided in Section 8.8(c) below. Each Owner shall be personally liable for the payment of all Assessments coming due while he is the Owner of a Lot or Dwelling and his grantee shall take title to such Lot or Dwelling subject to the equitable charge and continuing lien therefor, but without prejudice to the rights of such grantee to recover from his grantor any amounts paid by such grantee to the Association which were the legal obligations of the grantor. All Assessments, together with late charges and interest at the Applicable Rate, as specified in Section 8.8(a) below, court costs and attorneys' fees incurred with respect thereto by the Association shall also be a personal obligation of the person who was the Owner of the Lot or Dwelling at the time such Assessments and other costs and charges were assessed or incurred. In the event of co-ownership of any Lot or Dwelling, all of the co-Owners shall be jointly and severally liable for the entire amount of such Assessments. All other Assessments shall be paid in such manner and on such dates as may be fixed by the Board. All Assessments shall be payable in all events without offset, diminution or abatement by reason of fire or other casualty or any taking as a result of. In lieu of or in anticipation of the exercise of the right of eminent domain, condemnation or by private purchase in lieu thereof with respect to any Lot,

Dwelling, Common Area or any other portion of the Property or any other cause or reason of any nature. All lot pairs, such as 61/62 and 75/76, which only accommodate one Dwelling, shall be assessed as a single Lot under this Article Eight.

8.2 Uniform Rate of Assessments.

(a) Both annual and special Assessments, as described in Sections 8.3 and 8.4 below, shall be assessed against each Lot or Dwelling in the Property at a uniform rate, with the Owner of each Lot or Dwelling being required to pay his pro rata portion of such annual and/or special Assessments, as determined by a fraction, the numerator of which shall be the total Lots or Dwellings owned by such Owner and the denominator of which shall be the total number of Lots and Dwellings in the Property at the time such annual or special Assessment is levied.

(b) Notwithstanding anything provided in Section 8.2(a) above to the contrary, in the event any Additional Property is added to the Property, then the Lots and/or Dwellings within the Additional Property shall be subject to the same annual or special Assessments then being paid by the Owners of all other Lots and Dwellings in the Property, subject to proration for the actual number of day's remaining in the year in which such Additional Property was added to the Property.

8.3 Computation of Annual Assessments.

(a) The Board of the Association shall determine and approve annually an annual budget covering the estimated Common Expenses for the Property for the upcoming year, such budget to include a capital contribution or reserve account if necessary for the capital needs of the Association. The amount set forth in such budget shall constitute the aggregate amount of annual Assessments for the then applicable year and each Owner shall pay his pro rata share of the same as provided in Section 8.02 above. A copy of the budget setting forth the amount of annual Assessments to be levied against the Lots and Dwellings for the following year shall be made available to each Owner.

b. If any budget or the amount of annual Assessments collected by the Association at any time proves to be inadequate or insufficient for any reason to fully pay all costs and expenses of the Association and all Common Expenses, then the Board may call a meeting of the Association for the purpose of approving special Assessments as provided in Section 8.4 below. If the actual amount of annual Assessments collected in any one year exceeds the actual costs incurred for Common Expenses for such year, the excess shall be retained by the Association as a reserve for subsequent years' Common Expenses.

c. The Common Expenses to be funded by the annual Assessments may include, but shall not be limited to, the following:

(i) Compensation paid and out of pocket reasonable expenses reimbursed by the Association for its employees, if any, and any third party contractors;

(ii) Management fees and expenses of administration, including

legal and accounting fees, incurred by the Association;

(iii) Utility charges for any utilities serving any of the Common Areas and for other common services for the Property, including, without limitation, trash collection and security services;

(iv) The costs of any insurance policies purchased for the benefit of the Association as required or permitted by this Declaration, including, without limitation, fire, flood and other hazardous coverage, public liability coverage and such other insurance coverage as the Board determines to be in the best interest of the Association, including errors and omissions insurance, directors and officers liability insurance and any other liability insurance coverage for the benefit of the Association, the members of the Board, any officers, employees, agents or representatives of the Association;

(v) Expenses of maintaining, operating and repairing any other amenities and facilities serving the Property which the Board determines from time to time would be in the best interest of the Association to so maintain, operate and/or repair;

(vi) Ad valorem real and personal property taxes assessed and levied upon any of the Common Areas;

(vii) All other fees, costs and expenses incurred by the Association in accordance with the terms and provisions of this Declaration or which the Board, in its sole discretion, determines to be appropriate to be paid by the Association, including, without limitation, taxes and governmental charges not separately assessed against Lots or Dwellings; and

(viii) The establishment and maintenance of a reasonable reserve fund or funds (1) for inspections, maintenance, repair and replacement of any

portions of the Common Areas for which the Association is responsible to inspect, maintain or repair or replace on a periodic basis, (2) to cover emergencies and repairs required as a result of casualties which are not funded by insurance proceeds and (3) to cover unforeseen operating contingencies or deficiencies arising from unpaid Assessments as well as from emergency expenditures and other matters, all as may be authorized from time to time by the Board.

8.4 Special Assessments. In addition to the annual Assessments authorized in Section 8.1 above and the special Assessments authorized in Sections 9.1(b) and 9.3(a)(i) below, the Board of the Association may levy in any year special Assessments for Common Expenses or any extraordinary costs incurred by the Association; provided, however, that any such special Assessments (other than special Assessments levied pursuant to Sections 9.1(b)

and 9.3(a)(i) below) shall be approved by a majority of the votes of the Owners who are voting in person or by proxy at the meeting called for the purpose of adopting special Assessments. The Board may make such Special Assessments payable in one lump sum or in installments over a period of time which may, in the Board's discretion, extend beyond the then fiscal year in which said special Assessments are levied and assessed.

8.5 Individual Assessments. Any expenses of the Association occasioned by the conduct of less than all of the Owners or by any Owner or Occupant, or the respective family members, agents, guests, servants, employees, invitees or contractors of any Owner or Occupant, shall be specially assessed against such Owners and their respective Lots or Dwellings. The individual Assessments provided for in this Section 8.5 shall be levied by the Board and the amount and due date of such Assessment shall be specified by the Board in a notice to such Owner.

8.6 Notice of Meetings and Quorum. With respect to any meeting of the Members of the Association, including, without limitation, any meetings which are called for the purpose of approving special Assessments pursuant to Section 8.4 above, (a) written notice of such meeting shall be sent to all Owners not less than fifteen (15) days and not more than fifty (50) in advance of such meeting and (b) the presence in person or by proxy of Owners entitled to cast at least fifty (50%) of all of the votes of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement but the required quorum at the subsequent meeting shall be the presence in person or by proxy of Owners entitled to cast at least 25% of the total votes of the Association. At such time as a quorum is obtained, the vote of a majority of the Owners who are voting in person or by proxy shall be required to approve any matter submitted to the members of the Association for Approval.

8.7 Effect of Non-Payment; Remedies of the Association.

(a) Each Owner of a Lot or Dwelling is and shall be deemed to covenant and agree to pay the Association, all annual and special Assessments provided for herein and any individual Assessments levied or assessed pursuant to the terms of this Declaration. In the event any Assessments or any portions thereof are not paid when due, the same shall be subject to a late charge in an amount determined from time to time and uniformly applied by the Board, in the case of annual Assessments, special Assessments and/or individual Assessments, and the Owner of such Lot or Dwelling shall be deemed in default herewith. In the event any Assessments or any portion thereof are not paid within thirty (30) days after the due date of the same, then the unpaid portion of the Assessments shall accrue simple interest at the lesser of twelve percent (12%) per annum or the highest rate which may be charged to said Owner by law (the "Applicable Rate") from and after the thirtieth (30th) day from the due date until the same is 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, court costs and all other expenses paid or incurred by the Association. The lien and equitable charge upon each Lot or Dwelling for Assessments shall also include all *late* charges, interest at the Applicable Rate and all attorneys' fees, court costs

and all other expenses paid or incurred by the Association in attempting to collect any unpaid Assessments.

(b) In the event any Assessments are not paid by any Owner when the same comes due, 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 undertake any or all of the following remedies:

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

(ii) The Association may enforce the lien created pursuant to Section 8.1 above in the manner hereinafter provided.

(c) There is hereby created a continuing lien on each Lot and Dwelling, with power of sale, which secures the payment to the Association of any and all other Assessments levied against or upon such Lot or Dwelling, all late charges and interest at the Applicable Rate assessed and all attorneys' fees, court costs and all other expenses paid or incurred by the Association in collecting any Assessments. If any portion of the Assessments remain unpaid for more than sixty (60) day's, then the Association, through its Board or any officer or authorized representative thereof, as the case may be, may, but shall not be obligated to, make written demand on such defaulting Owner, which demand shall state the date and amount of delinquency. 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. If such delinquency is not paid in full within ten (10) days after the giving of such demand or, even without giving demand, the Association may file a claim of lien and perfect its lien against the Lot or Dwelling of such delinquent Owner, which claim shall be executed by any member of the Board of the Association or any officer of the Association, contain the following information and be recorded in the Probate Office of Shelby County, Alabama:

(iii) The name of the delinquent Owner;

(iv) The legal description and street address of the Lot or Dwelling upon which the lien claim is made;

(v) The total amount claimed to be due including late charges, interest at the Applicable Rate, collection costs and attorneys' fees 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

(vi) A statement that the claim of lien is made by the Association pursuant to this Declaration and is claimed against such Lot or Dwelling 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 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 or Dwelling. Each Owner, by acceptance of a deed to any Lot or Dwelling, shall be deemed to (1) grant to and vest in the Association and/or its respective 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/or its respective 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.

8.8 Subordination of Lien. Notwithstanding anything provided herein to the contrary, the lien for Assessments authorized herein with respect to any Lot or Dwelling in the Property is and shall be subordinate to the lien of any Mortgage held by any Mortgagee, but only to the extent that the Mortgage held by any such Mortgagee is recorded in the Probate Office of Shelby County, Alabama prior to the filing of a claim of lien by the Association pursuant to Section 8.7 above. When a Mortgagee exercises its foreclosure rights provided in its Mortgage and acquires title to or sells to a third party its interest in any Lot or Dwelling, then such Mortgagee or its purchaser or transferee at such foreclosure sale shall (a) not be liable for the then unpaid portion of any Assessments incurred prior to the date of transfer or acquisition of title by foreclosure so long as the Mortgage held by such Mortgagee was recorded in the Probate Office of Shelby County, Alabama prior to the filing of a claim of lien by the Association pursuant to Section 8.7 above, but (b) be liable for all Assessments and other charges levied, assessed or incurred with respect to such Lot or Dwelling from and after the date of such foreclosure sale. The foregoing shall not relieve any Owner whose Lot or Dwelling has been foreclosed from the personal obligation to pay all Assessments levied, assessed or incurred by the Association and the Association shall have the right to pursue all rights and remedies against a defaulting Owner notwithstanding the foreclosure of a Mortgage by Mortgagee on such Owner's Lot or Dwelling.

ARTICLE IX

CASUALTY, CONDEMNATION AND INSURANCE

9.1 Damage or Destruction to Common Areas.

(a) In the event of any damage or destruction to any of the Common Areas by fire or other casualty, then, subject to the terms and provisions of this Article IX, the Association shall repair, replace and restore the damaged portions of the Common Areas.

(b) Notwithstanding anything provided in Section 9.01(a) above, in the event the amount of insurance proceeds, if any, recovered as a result of such damage or destruction is

insufficient to fully repair, replace and restore the damaged portions of the Common Areas, and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, then the Board of the Association may levy a special Assessment against all Owners, without the necessity of a vote of the Owners approving or disapproving the same, which such special Assessments shall be in an amount sufficient to provide funds to pay the remaining costs necessary to repair, replace or restore the Common Areas to the condition as existed immediately prior to such fire or other casualty. Any and all insurance proceeds received by the Association on account of any damage to or destruction of any of the Common Areas or any sums paid to the Association under or by virtue of such special Assessments shall be held by and for the benefit of the Association and shall be disbursed by the Association in payment for the costs of such repair or restoration in such manner as may be determined by the Board of the Association. In no event shall the Owner or Mortgagee of any Lot or Dwelling be entitled to any portion of the proceeds of insurance payable as a result of the damage to or destruction of any portion of the Common Areas.

9.2 Damage or Destruction to Lots or Dwellings. In the event of any fire or other casualty which damages or destroys any portion of any Lot or Dwelling, then the Owner of such damaged Lot or Dwelling shall promptly repair and otherwise restore such Lot or Dwelling to the condition to which the same existed immediately prior to such fire or other casualty; provided, however, that any such restoration or repair shall be subject to compliance with all of the terms and provisions set forth in Article V above and all then applicable rules, regulations, statutes and ordinances of the Governmental Authorities. Any such restoration or repair shall be commenced within one hundred eighty (180) days following the occurrence of such fire or other casualty. In the event an Owner elects not to rebuild a Dwelling or other structure, it shall promptly be demolished with all waste removed from the Lot and the Lot remediated and restored to its natural state.

9.3 Condemnation of Common Areas.

(a) In the event of the taking of all or any portion of any of the Common Areas as a remedy, in lieu of or in anticipation of the exercise of the right of eminent domain, condemnation or by private purchase in lieu thereof, then the award from such taking or sale in lieu thereof shall be paid to the Association and shall be disbursed or held as follows:

(i) To the extent the Common Areas subject to such taking can either be restored or replaced, then, to the extent practicable, the Board of the Association is hereby empowered, authorized and directed to take such action, including the purchase of any remaining lands within the Property or the utilization of any other Common Areas within the Property, to restore, rebuild or replace, as the case may be, those portions of the Common Areas subject to such taking. If the award is insufficient to fully defray the cost of such repair or replacement and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, then the Board of the Association may levy a special Assessment against all Owners, without the necessity of a vote of the Owners approving or disapproving the same, which such special Assessments shall be in an amount sufficient to provide funds to pay the remaining costs of repair, restoration or reconstruction.

(ii) To the extent the Common Areas subject to such taking cannot be restored or

replaced with additional lands within the Property cannot be purchased by the Association in order to repair, replace or restore the Common Areas so taken or if the Board of the Association shall determine that the portions of the Common Areas so taken should not be replaced or restored, then in any such event, the net award from such taking shall be retained by and for the benefit of the Association.

(b) If any portion of the award from any taking remains after restoration or replacement of any of the Common Areas, the remainder of such award shall be retained by and for the benefit of the Association, without any claim thereto by any Owner. Except as specifically provided in Section 9.3(c) below, no Owner or Mortgagee of any Lot or Dwelling shall be entitled to any portion of the award made to the Association as a result of the taking of any portion of the Common Areas.

(c) If any such taking or sale in lieu thereof includes all or any part of a Lot or Dwelling and also includes any part of the Common Areas, then the award from such taking shall be equitably apportioned in accordance with the decision of a court of competent jurisdiction and such award shall be disbursed separately to the Association and to the Owners so affected by such taking; provided, however, that the Owners of any Lot or Dwelling which is subject to any such taking and the Board of the Association may mutually agree on the amount of such apportionment, which mutual agreement shall be binding on all Owners.

9.4 Condemnation of Lots or Dwellings In the event that all or any portion of a Lot or Dwelling is taken as a result of, in lieu of or in anticipation of the exercise of the right of eminent domain, condemnation or by private purchase in lieu thereof, then, to the extent practicable, the Owner of such Lot or Dwelling shall promptly repair, reconstruct, rebuild and otherwise restore the remaining portions of the Lot or Dwelling as nearly as practicable to the condition to which the same existed immediately prior to such taking; provided, however, that any such restoration shall be subject to all of the terms and conditions set forth in Article V above and all then applicable rules, regulations, statutes and ordinances of the Governmental Authorities. In the event the restoration of such Lot or Dwelling is impracticable or would otherwise violate any of the terms and provisions of this Declaration, then such Owner shall promptly clear away any remaining Improvements damaged or destroyed by such taking and shall leave such Lot or Dwelling and any remaining Improvements thereon in a clean, orderly, safe and sightly condition.

9.5 Insurance. Each Owner shall be solely responsible for obtaining and maintaining general liability, property damage, title and all other types of insurance with respect to his Lot, Dwelling and all other Improvements situated thereon. Each Owner, by acceptance of a deed to or conveyance of any interest in a Lot or Dwelling does hereby waive and release the Association and its respective agents, employees, representatives, partners, shareholders, members, officers and directors from any and all liabilities or responsibilities or any other claim by or through such Owner, by way of subrogation or otherwise, for any loss or damage covered by (or which should be covered by) broad form fire and extended coverage insurance (or homeowner's insurance coverage) and comprehensive public or general liability insurance coverage maintained or which should be maintained by any Owner as required herein, even if

such loss or damage is caused by the fault or negligence of the Association or its agents, employees, representatives, partners, shareholders, members, officers and directors.

ARTICLE X

TERM AND AMENDMENTS

10.1 Term. The terms, covenants, conditions and restrictions set forth in this Declaration shall run with and bind all of the Property, shall inure to the benefit of all Owners and Mortgagees and their respective heirs, executors, personal representatives, administrators, successors and assigns, and shall be and remain in effect for a period of fifty (50) years from and after the date hereof, after which time this Declaration shall be automatically renewed and extended for successive and continuous periods of ten (10) years each, unless an agreement executed by the Owners of at least a majority of the Lots or Dwellings within the Property agreeing to terminate or modify this Declaration has been recorded in the Probate Office of Shelby County, Alabama; provided, however, that the rights of way and easements established, granted and reserved in Article III hereof shall continue and remain in full force and effect for the time periods and duration specified therein.

10.2 Amendments. Amendments to this Declaration may be proposed and adopted only by the affirmative vote of (a) a majority of the total votes of the Owners present in person or by proxy at a meeting of the Association called for the purpose of acting on any such proposed amendment. Any other attempt to amend this Declaration shall be deemed null and void. Any amendments which have been approved in accordance with the provisions of this Section 10.2 shall be executed by all parties whose consent to the same has required: provided, however, that the sworn statement of the president of the Association or by the chairman of the Board stating unequivocally that the agreement of the requisite number of Owners in the Association was lawfully obtained may be attached to and incorporated into such Amendment without joinder of any Owners. Any such amendment shall be effective upon recording of the same in the Probate Office of Shelby County, Alabama.

ARTICLE XI

ENFORCEMENT

11.1 Authority and Enforcement. In addition to the rights and remedies provided in Article VIII above, in the event any Owner or Occupant or their respective agents, contractors or invitees, violates any of the provisions of this Declaration, the Articles of Incorporation, the Bylaws or any other rules and regulations adopted by the Board of the Association from time to time, then the Association or the Board shall each, jointly and severally, having the power and right, at their option, to (a) enjoin such violation or noncompliance and/or (b) through their respective designated agents, employees, representatives and independent contractors, enter upon such Lot or the exterior of a Dwelling and take all action necessary to extinguish or correct such violation or breach and/or (c) levy such fines and penalties as may be appropriate which shall be enforceable as a Special Assessment. All costs and expenses incurred by the Association or the Board in enforcing any of the provisions of this Declaration, including, without limitation, attorneys' fees, court costs, costs and expenses of witnesses, engineers, architects, designers, land planners and any other persons involved in the correction of any

noncompliance or the removal of such violation or in any judicial proceeding, together with any other costs or expenses incurred in extinguishing or correcting such violation or breach, shall be paid by such Owner who has violated or breached any of the provisions of this Declaration and all such costs shall be deemed individual Assessments pursuant to Section 8.6 above. Notwithstanding anything provided herein to the contrary, the rights and remedies of the Association or the Board set forth herein shall not be deemed to be exclusive of any other rights or remedies which may be exercised by any of them either at law or in equity in the event of any violation or breach by any Owner or Occupant of any of the terms or provisions of this Declaration.

ARTICLE XII

MISCELLANEOUS PROVISIONS

12.1 Legal Expenses. In addition to the rights and remedies set forth in this Declaration, in the event either the Board or the Association or any of their respective agents and representatives, undertake any legal or equitable action which either of them deem necessary abate, enjoin, remove or extinguish any violation or breach of this Declaration, then all costs and expenses incurred by either of them, including, without limitation, attorneys' fees and court costs, in enforcing any of the terms, provisions, covenants or conditions in this Declaration shall be paid for by the Owner against whom such action was initiated.

12.2 Severability. If any provision of this Declaration or the application thereof to any prior circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Declaration or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision shall be valid and enforceable to the fullest extent permitted by law.

12.3 Captions and Headings. The captions and headings contained in this Declaration are for convenience of reference only and shall not be used in the construction or interpretation of any provisions of this Declaration. The table of contents, cover page and any index to this Declaration are for convenience of reference only and shall not define or limit any of the terms and provisions hereof.

12.4 Pronouns and Plurals. All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, shall include all other genders. The use of the singular tense shall include the plural and the use of the plural shall include the singular.

12.5 Binding Effect. The terms and provisions of this Declaration shall be binding upon each Owner, Occupant and Mortgagee and the respective heirs, executors, administrators, personal representatives, successors and assigns of each Owner, Occupant and Mortgagee, and shall inure to the benefit of the Association, all of the Owners and their respective Mortgagees and their respective heirs, executors, administrators, personal representatives, successors and assigns.

12.6 Conflict or Ambiguity. In the event of any conflict or ambiguity in the terms and provisions of this Declaration, the general rules of construction against one party as a result

of that party having drafted this Declaration are hereby waived by each Owner and, to the fullest extent allowed by law, no conflicts or ambiguity shall be resolved in favor or to the advantage of one party as opposed to another in interpreting any ambiguity or conflict contained herein.

12.7 Interpretation. In all cases, the provisions set forth and provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of the Board, will best effect the intent of the general plan of development for the Property. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication so as to make them fully effective. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance or building codes which are less restrictive. The effective date of this Declaration shall be the date hereof. This Declaration shall be construed under and in accordance with the laws of the State of Alabama.

12.8 Rights of Third Parties. This Declaration shall be recorded for the benefit of Owners and their respective Mortgagees and by such recording, no other adjoining property owner or third party shall have any right, title or interest whatsoever in the Property or its operation and continuation, in the enforcement of any of the provisions of this Declaration or the right to consent to or approve any amendment or modification to this Declaration.

12.9 No Trespass. Whenever the Association and its respective agents, employees, representatives, successors and assigns, are permitted by this Declaration to enter upon or correct, repair, clean, maintain or preserve or do any other action within any portion of a Lot or the exterior of a Dwelling, the entering thereon and the taking of such action shall not be deemed a trespass.

12.10 No Partition. Each Owner hereby waives any right to seek or obtain judicial partition of any portion of the Property.

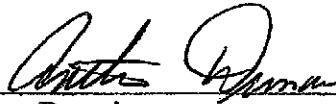
12.11 Oral Statements. Oral statements or representations by the Association or any of its respective employees, agents, representatives, successors or assigns, shall not be binding on the Association.

12.12 Notices. Notices required hereunder shall be in writing and shall be delivered by hand delivery or sent by United States Mail, postage prepaid or sent by electronic mail to an Owners designated email address. All notices to Owners shall be delivered or sent to such

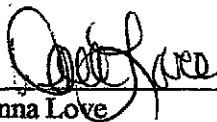
addresses as have been designated in writing to the Association or, if no such address has been so designated, at the address of such Owner's respective Lot or Dwelling within the Property.

12.13 No Waiver. All rights, remedies and privileges granted to the Association pursuant to the terms and provisions of this Declaration shall be deemed to be cumulative and the exercise of any one or more of such rights, remedies or privileges shall not be deemed to constitute an election of remedies nor shall it preclude the party exercising the same, or any other party, from pursuing such other and/or additional rights, remedies or privileges as may be available to such party at law or in equity. The failure at any time to enforce any covenant or restriction set forth herein shall in no event be deemed a waiver of the right thereafter to enforce such covenant or restriction.

IN WITNESS WHEREOF, the Declarants have approved this Declaration by signing the attached Exhibit B and authorized the President and Secretary of the homeowner's association to execute and record this Declaration as of the day and year first above written.



Arthur Dumais
President



Donna Love
Secretary

STATE OF ALABAMA)

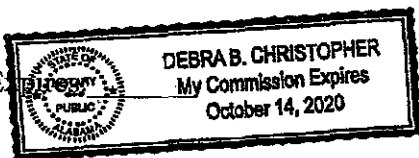
COUNTY OF SHELBY)

I, the undersigned, a notary public in and for said County in said State, hereby certify that Arthur Dumais, whose name is signed as President of High Hampton Residential Association, Inc. 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 with full authority, executed the same.

Debra B. Christopher 10/11/18

Notary Public

My Commission Expires



STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a notary public in and for said County in said State, hereby certify that Donna Love whose name is signed as Secretary of High Hampton Residential Association, Inc. 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, she, as such officer with full authority, executed the same.

Debra B. Christopher 10/11/18

Notary Public

My Commission Expires

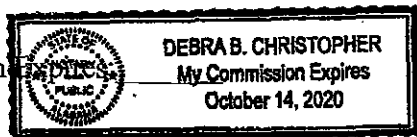


Exhibit A

All of that certain real property consisting of the High Hampton subdivisions as described in the subdivision plats recorded in Map Book 19, page 89, also referenced as Document 19950213000038751; Map Book 22, page 007, also referenced as Document 19961216000411261; Map Book 22, page 008, also referenced as Document 19961216000411281; Map Book 26, page 47, also referenced as Document 19991116000468941, all in the Office of the Probate Judge of Shelby County, Alabama, as amended to date.

Said subdivision currently consists of 76 lots identified as Lot numbers 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 19, 20, 21, 22, 23A, 24, 25A, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61A (originally 61 and 62), 63A, 65, 66, 67A, 68, 69A, 70, 71, 72, 73, 74, 75A (originally 75 and 76), 77, 78A, 80A, 81A, 82A.

Exhibit B

Certification

Arthur Dumais, President of High Hampton Residential Association, Inc., certifies that:

1. Annexed hereto in Exhibit B are the signatures of the owners of 54 lots of the current 76 lots (originally 78 lots) in High Hampton subdivision approving the Amended and Restated Declaration of Covenants, Conditions and Restrictions.
2. A majority of the lot owners in each of the four original sectors of High Hampton have approved the Amended and Restated Declaration of Covenants, Conditions and Restrictions as required by the Prior Covenants.
3. The developer sold all lots in the subdivision over ten years ago and have taken no role in the homeowner's association for over ten years.

This 11th day of October 2018.



Arthur Dumais

Sworn to and subscribed before me
this 11th day of October, 2018.



Notary Public

