

FOREST PARK

RESIDENT PACKET

EDDLEMAN

Tradition of Excellence

NEIGHBORHOOD
MANAGEMENT

2700 Highway 280, Suite 425W
Birmingham, AL 35223
Phone: (205) 877-9480
Fax: (205) 871-7548

EDDLEMAN
Tradition of Excellence.

FOREST PARK HOMEOWNERS ASSOCIATION

Mr./Mrs./Ms. _____

Mr./Mrs./Ms. _____

Property Address _____

Mailing Address _____

(If different from above.)

Rental Property? (Tenant Names) _____

Home Telephone _____

Work Telephone _____

Alt. Telephone _____

E-mail _____

Please complete this form and return it to our office in order to ensure that we have the accurate contact information for sending you Association correspondence.

Eddleman Properties, Inc.
Mountain Brook Center
2700 Highway 280, Suite 425 West
Birmingham, AL 35223
(205) 877-9480
(205) 871-7548 (fax)

ALL REVIEWS MUST BE SUBMITTED TO THE ARC FOR REVIEW

What is needed for ALL Residential Architectural Reviews:

Name, Address/Lot, and Phone number of the Owner/Builder needs to be included on the submittal. Contact person is different than the owner, their name and number. A complete written description as to what the owner/builder wants to do. Include all measurements of changes or additions taking place.

THE ARC DOES NOT HAVE A SET DAY OR TIME FOR MEETINGS SO PLEASE ALLOW AT LEAST 2-3 WEEKS FOR PROCESSING.

A sample or exterior materials color chart of any/all supplies that are going to be used. This includes brick, mortar, paint, stone, canopy materials, etc.

New Homes or Additions: TWO (2) copies of building plans, site plan, color/materials chart and landscaping plan.

Fences: ONE (1) copy of survey with proposed fence drawn or dotted line, indicate gates, height, style and materials to be used.

Decks: ONE (1) copy of survey with proposed deck drawn on it, along with dimensions, materials, colors, how roof will tie into home (if covered), back and side elevations.

Patios: ONE (1) copy of survey with proposed patio drawn on it, along with dimensions, thickness of concrete, and how it will be finished.

Screened in Porch: ONE (1) copy of survey with proposed porch on it; along with dimensions, materials, colors, how roof will tie into home, back and side elevations.

Sunrooms: ONE (1) copy of survey with proposed sunroom on it; along with dimensions, materials, colors, how roof will tie into home, back and side elevations, and detailed information on windows to be installed.

Landscaping: TWO (2) copies of landscaping plans to scale with the changes indicated on the plans along with type of plants to be used and size of plant. EX: 4 inch container/5 foot tree.

Removal of Trees: copy of survey or detailed location showing the trees/tree to be removed and the reason why.

Play set installation, trampolines, sheds, etc.: copy of survey with the proposed item indicated. Include all details such as materials, dimensions, style and colors. Picture of item would be also preferred.

Swimming Pools: copy of survey with pool indicated along with dimensions, and special featured where pool equipment will be and existing or proposed fence.

Paint request: samples with numbers and manufacturer are required.

Retaining walls: copy of survey with the wall indicated in a dark or bold line. Include details such as type of materials, colors, and all dimensions.

Driveways: Copy of survey with driveway showing any changes indicated along with thickness and how it will be finished.

Doors or Window Installation/Replacement: picture or drawing with dimensions, materials, and color of trim.

Lighting, Satellite Dishes, Lawn or Home Ornaments, any changes to the house or property: picture or details with dimensions, colors, location, etc.

ARCHITECTURAL REVIEW COMMITTEE (ARC)
INFORMATION FORM

DATE RECEIVED: _____

NAME OF ASSOCIATION: _____

APPLICANT: _____ TELEPHONE: _____

ADDRESS: _____

SUBDIVISION: _____ LOT: _____

SUBMITTED BY: _____ TELEPHONE: _____

ADDRESS: _____

CALL TO PICKUP OR FAX: (CIRCLE ONE) FAX NUMBER: _____

MAIL REVIEW TO: APPLICANT OR SUBMITTOR (CIRCLE ONE)

MAIL TO DIFFERENT ADDRESS: _____

DESCRIPTION OF PLANS: _____ DESIGNER: _____

EXTERIOR COLORS AND MATERIALS () --- MUST HAVE COLOR CHART OR
SAMPLES WITH MANUFACTURER NUMBER AND NAME.

FENCE () --- MUST HAVE SURVEY WITH FENCE DRAWN ON SURVEY IN DARK
LINE WITH GATES INDICATED, MATERIALS, HEIGHT AND STYLE.

LANDSCAPING () --- MUST HAVE TWO COPIES OF SURVEY OR PLANS WITH
LANDSCAPING INDICATED WITH TYPE AND SIZE OF PLANTS AND/OR TREES.

BUILDING ADDITIONS () --- MUST HAVE TWO COPIES OF SURVEY OR PLANS,
ELEVATIONS, DIMENTIONS AND MATERIALS LIST.

COMMENTS AND/OR ADDITIONAL INFORMATION:

THE ARC BOARD DOES NOT HAVE A SET DAY OR TIME FOR MEETINS SO PLEASE
ALLOW AT LEAST 2-3 WEEKS FOR PROCESSING.

EXTERIOR COLORS AND MATERIALS

CONTRACTOR/HOMEOWNER: _____ PHONE: _____

SUBDIVISION/LOT: _____

COMMUNITY: _____

DESIGNER: _____ DATE: _____

FOR EXTERIOR COLORS PLEASE COMPLETE FORM AND INCLUDE PAINT
CHIPS/SAMPLES

ROOF: _____

BRICK: _____

MORTAR: _____

MORTAR JOINT TYPE: _____

SIDING: _____

TRIM: _____

SHUTTERS: _____

ENTRANCE DOOR: _____

WINDOW AND DOOR CASING TRIM: _____

GUTTERS: _____

OTHER EXTERIOR TRIM: _____

NOTES: _____

THE ARC BOARD DOES NOT HAVE A SET DAY OR TIME FOR MEETINGS SO PLEASE
ALLOW AT LEAST 2-3 WEEKS FOR PROCESSING.

Laurie Boston Sha

ALLISON, MAY, ALVIS, FUHRMEISTER,
KIMBROUGH & SHARP, LLC
1300 CORPORATE CENTER
BIRMINGHAM, AL 35242

ARTICLES OF INCORPORATION

OF

THE HIGHWAY 280 FOREST PARKS RESIDENTIAL ASSOCIATION, INC.

We, the undersigned natural persons acting as incorporators of a corporation under the Alabama Non-Profit Corporation Act, Section 10-3A-1, *et seq. Code of Alabama*, adopt the following Articles of Incorporation for such corporation:

ARTICLE I

NAME

The name of the corporation shall be THE HIGHWAY 280 FOREST PARKS RESIDENTIAL ASSOCIATION, INC., a nonprofit corporation (the "Association").

ARTICLE II

DEFINITIONS

- 2.1 **Association:** THE HIGHWAY 280 FOREST PARKS RESIDENTIAL ASSOCIATION, Inc. its successors and assigns.
- 2.2 **Association Land:** Land which may at any time hereafter be owned by the Association for so long as the Association or successor thereof may be the owner thereof.
- 2.3 **Board:** The Board of Directors of the Association.
- 2.4 **By-Laws:** The duly enacted By-Laws of the Association.
- 2.5 **Common Areas:** Property which has been or will be conveyed to the Association or otherwise defined or designated as Common Areas by notation on a record map or plat.
- 2.6 **Covenants:** Those declarations of protective covenants applicable to the following ten sectors of the Forest Parks Subdivision: 1st Sector (recorded in Instrument #1997-02752); 1st Sector 1st Addition (recorded in Instrument #1997-04563); 1st Sector 2nd Addition (recorded in Instrument #1997-04561); 3rd Sector (recorded in Instrument #1998-23896); 4th Sector 1st Phase (recorded in Instrument #1998-03109); 4th Sector 2nd Phase (recorded in Instrument #1998-06213); 4th Sector 3rd Phase (recorded in Instrument #1998-38885); 6th Sector 1st Phase (recorded in Instrument #1998-03183); 6th Sector 2nd Phase (recorded in Instrument #1998-42210); and 7th Sector (recorded in Instrument #1997-25445), all recorded in the Office of the Judge of Probate

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SHELBY COUNTY JUDGE OF PROBATE

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of Shelby County, Alabama (the "Ten Sectors" referred to collectively as the "Community").

2.7 **Entranceway Improvements:** Those certain improvements, including the Highway 280 entranceway, which serve the common good of the Members.

2.8 **Lot:** Any lot located in the Community designed for a residence and platted of record, where a dwelling has been constructed thereon.

2.9 **Member:** Each person or entity that is or becomes a record owner of fee simple title of any Lot located in the Community who shall elect to become members, their successors and assigns.

2.10 **Lot Owner:** The owner or owners of record title to any Lot.

2.11 **Resident:** Any person or persons occupying the dwelling on a Lot.

ARTICLE III

PERIOD OF DURATION

The period of its duration is perpetual, unless and until hereafter lawfully dissolved.

ARTICLE IV

PURPOSE AND POWERS

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed is to provide for the maintenance, preservation and architectural control of the single family residences and the common areas within that certain development known as Forest Park Subdivision, Highway 280 Sector, and to promote the health, safety and welfare of the users of said Community, and for these purposes, the Association shall have the following powers:

1. The Association shall have all of the powers now conferred or which may be hereafter conferred on a non-profit corporation under the laws of the State of Alabama which are not in conflict with the terms of these Articles.

(a) To estimate the amount of the annual budget and to make and collect assessments against Lot owners in the Community, to defray the costs, expenses and losses of the Community.

(b) To use the proceeds of assessments in the exercise of its powers and duties.

(c) To maintain, repair, replace, sanitize and operate the Community.

(d) To purchase insurance upon the Community and insurance for the protection of the Association and its members, including fidelity bond coverage for all persons having access to the funds of the Association.

(e) To make and amend reasonable rules and Regulations respecting the use of the Community.

(f) To reconstruct improvements after casualty and to further improve the Community.

(g) To contract for the management of the Community as provided for in the Declaration and to delegate to such managing agent all powers and duties of the Association except such as are specifically required by the Declaration to have approval of the board of Directors or the membership of the Association.

(h) To employ personnel to perform the services required for proper operation of the Community.

(i) To make such distributions of any profit, surplus or reserve funds of the Association to the members of the Association at such times and in such manner, and to do such other acts, as may be required to comply with the provisions of Section 501(c)(4) of the Federal Internal Revenue Code, as amended and applicable Revenue Rulings, and other Federal and State statutes providing for an exemption from Federal and State income taxes for non-profit organizations.

(j) To retain legal counsel.

(k) To sue and be sued with respect to all matters applicable to the Community.

(l) Provide for the indemnification of its officers and board and maintain directors' and officers' liability insurance.

(m) Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association.

(n) Exercise any other powers necessary and proper for the governance and operation of the Association.

2. All funds and the title to all properties acquired by the Association and the proceeds thereof shall be paid in trust for members of the Association in accordance with the provisions of the Declaration, these Articles and the Bylaws.

ARTICLE V

MEMBERSHIP

This Association shall issue no shares of stock of any kind or nature whatsoever. Each person or entity who is the sole record owner of a fee or undivided fee interest in any Lot in the Community, shall be a member of the Association. There shall be one member of the Association for each Lot of the Community. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. The members shall enjoy such qualifications, rights and voting rights as may be fixed in the Bylaws of the Association.

ARTICLE VI

REGISTERED AGENT

The address of the initial registered office of the Association is 439 Conroy Circle, Birmingham, Alabama 35147, and the name of the initial registered agent at such address is Jim Lathem.

ARTICLE VII

BOARD OF DIRECTORS

The number of Directors constituting the initial Board of Directors of the Association is five (5), and the names and addresses and term of the persons who are to serve as the initial Directors are:

Jim Lathem
439 Conroy Circle
Birmingham, Alabama 35147

Diane Blake
175 Clairmont Road
Birmingham, Alabama 35147

Charles Watkins
256 Clairmont Road
Birmingham, Alabama 35147

Emily Horton
172 Essex Drive
Birmingham, Alabama 35147

Betsy Carpenter
197 Linwood Road
Birmingham, Alabama 35147

ARTICLE VIII
INCORPORATOR

The name and address of the initial incorporator of the corporation is as follows:

John B. Davis, Jr.
1031 21st Street South
Birmingham, Alabama 35205

ARTICLE IX
DISSOLUTION

The corporation is not organized for pecuniary profit and no part of its net earning shall inure to the benefit of any member, Director, or individual. The corporation shall be dissolved upon the termination of the Community in the manner provided in the as a neighborhood of Single Family Residences, and dissolution in the manner provided by the Laws of Alabama. Upon dissolution of the corporation, the assets of the corporation, if any, and all money received by the corporation from its operations, after the payment in full of all debts and obligations of the corporation of whatsoever kind and nature, shall be used and distributed as then allowed by law.

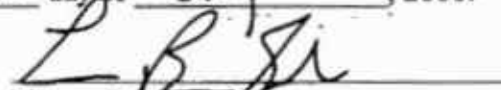
IN WITNESS WHEREOF, the incorporator thereto has hereunto set his hand and seal, this the 20th day of July, 2000.

STATE OF ALABAMA
SHELBY COUNTY



I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that John B. Davis, Jr., whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal, this the 20th day of July, 2000.


Notary Public

My Commission Expires:

May 12, 2003

State of Alabama

SHELBY County

CERTIFICATE OF INCORPORATION

OF

HIGHWAY 280 FOREST PARKS RESIDENTIAL ASSOCIATION, INC.

The undersigned, as Judge of Probate of SHELBY County, State of Alabama, hereby certifies that duplicate originals of Articles of INCORPORATION of HIGHWAY 280 FOREST PARKS RESIDENTIAL ASSOCIATION, INC., duly signed and verified pursuant to the provisions of Section NON PROFIT of the Alabama Business Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as such Judge of Probate, and by virtue of the authority vested in him by law, hereby issues this Certificate of INCORPORATION of HIGHWAY 280 FOREST PARKS RESIDENTIAL ASSOCIATION, INC., and attaches hereto a duplicate original of the Articles of INCORPORATION

GIVEN Under My Hand and Official Seal on this the 1ST day of AUGUST, 2000.

Patricia Geyer Schmieder

Judge of Probate



Inst # 2000-25729

08/01/2000-25729

09:32 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

— 50.00

Handwritten signature and date: 8/1/00

**BY-LAWS
OF
THE HIGHWAY 280 FOREST PARKS RESIDENTIAL ASSOCIATION, INC.**

These Bylaws of THE HIGHWAY 280 FOREST PARKS RESIDENTIAL ASSOCIATION, INC., are promulgated for the purposes of governing, THE HIGHWAY 280 FOREST PARKS RESIDENTIAL ASSOCIATION a not-for-profit corporation ("Association") organized under the provisions of the Alabama Nonprofit Corporation Act, Code of Alabama, 1975, Section 10-3A-1, et seq., as amended, as an association to members of The Highway 280 Forest Parks Residential Association (the "Community").

The provisions of these Bylaws are applicable to the Community and to the use and occupancy thereof. The term "Community" as used herein shall include the land made subject to the Declaration (subject to the easements and restrictions therein set forth or reserved), and all improvements and structures now existing or hereafter placed thereon, all easements, rights or appurtenances thereto, and all personal property now or hereafter provided by Developer and intended for use in connection therewith. Capitalized terms used in these bylaws are defined either in the Articles of Incorporation or in the Declaration of Protective Covenants for Forest Parks Subdivision, applicable to the following ten sectors of the Forest Parks Subdivision: 1st Sector (recorded in Instrument #1997-02752); 1st Sector 1st Addition (recorded in Instrument #1997-04563); 1st Sector 2nd Addition (recorded in Instrument #1997-04561); 3rd Sector (recorded in Instrument #1998-23896); 4th Sector 1st Phase (recorded in Instrument #1998-03109); 4th Sector 2nd Phase (recorded in Instrument #1998-06213); 4th Sector 3rd Phase (recorded in Instrument #1998-38885); 6th Sector 1st Phase (recorded in Instrument #1998-03183); 6th Sector 2nd Phase (recorded in Instrument #1998-42210); and 7th Sector (recorded in Instrument #1997-25445), all recorded in the Office of the Judge of Probate of Shelby County, Alabama.

All present and future owners, mortgagees, lessees and occupants of the Single Family Residences in the Community, and any other persons who may use the facilities of the Community in any manner are subject to these Bylaws, the Declaration, the Rules and Regulations and all covenants, agreements, restrictions and easements of record ("title conditions"). The acceptance of a deed or the occupancy of a single Family Residence on a Lot shall constitute an agreement that these Bylaws and the title conditions, as they may be hereafter amended, are accepted and ratified, and will be complied with.

The address of the office of the Association shall be c/o Jim Lathem 439 Conroy Circle, Birmingham, Alabama 35147.

The fiscal year of the Association shall end on the last day of June of each year, unless otherwise determined by the Board of Directors.

ARTICLE I

MEMBERSHIP AND MEMBERSHIP MEETINGS

1. **Qualifications.** There shall be one member of the Association for each Lot within the Community.

2. **Change of Membership.** Change of membership in the Association shall be established by the recording of the public records of Shelby County, Alabama, of a deed or other instrument establishing a record title to a Lot in the Community, and the delivery to the Association of a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.

3. **Voting Rights.** Voting shall be on a Lot by Lot basis, with each Lot of the Community entitled to one vote. If only one of the multiple owners of a Lot is present at a meeting of the Association, he is entitled to cast all the votes allocated to that Lot. If more than one of the multiple owners are present, the votes allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of the multiple owners. There is majority agreement if any one of the multiple owners casts the votes allocated to that unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Lot.

4. **Annual Meetings.** Annual meetings of members shall be held at a location to be determined by the Board of Directors, on the third Monday in June of each year, at 7:00 P.M., or, if that day is a legal holiday, on the next day following that is not a legal holiday. The annual meeting shall be held for the purpose of electing directors and transacting any other business authorized to be transacted by the members.

5. **Special Meetings.** Special meeting of the members may be called by the Board of Directors, the president or by a member of the Association, for the purpose of considering and acting upon any matters of interest to the Association and its membership, and taking any other action not inconsistent with these Bylaws and the Articles of Incorporation, including the adoption of resolutions declaring the desirability of any further action recommended by the membership.

6. **Notice of Meetings.** Notice of all members' meetings stating the date, time, place and object for which the meeting is called shall be mailed to each member not less than ten (10) nor more than thirty (30) days prior to the date of such meetings. Such notice shall be deemed to be delivered when deposited in the United States Mail addressed to the member at his address as it appears on the records of the Association, postage prepaid. Notice of meeting may be waived either before or after meetings.

7. **Voting in Person or by Proxy.** A member may vote in person or by proxy executed in writing by the member or his duly authorized attorney-in-fact. Votes allocated to a Lot may be cast pursuant to a proxy duly executed by the Lot owner. If a Lot is owned by more than one person, each owner of the Lot may vote or register protest to the casting of votes by the other owners of the Lot through a duly executed proxy. A Lot owner may not revoke a proxy given pursuant to this



section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates one year after its date, unless it specifies a shorter term.

8. **Quorum.** At a meeting of members, a quorum shall consist of persons entitled to cast a simple majority of the votes of the entire membership.

9. **Vote Required to Transact Business.** When a quorum is present at any meeting, the holders of a majority of the voting rights present in person or represented by written proxy shall decide any questions brought before the meeting, unless the question is one upon which, by express provision of law, the Declaration, Articles of Incorporation, or the Bylaws, a different number is required, in which case the express provision shall govern and control the decision in questions.

10. **Consents.** Any action which may be taken by a vote of the members may also be taken by written consent to such action signed by the members required to take such action if such members were present and voting.

11. **Adjourned Meetings.** If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

12. **Order of Business.** The order of business at annual members, meetings and, as far as practical, at all other members, meetings shall be according to the latest addition of Robert's Rules of Order.

ARTICLE II

BOARD OF DIRECTORS

1. **Members.** The Board of Directors of the Association shall consist of either three (3) or five (5) directors, as shall, from time to time, be determined and fixed by the vote of a majority of the voting rights present at any annual meeting of the members. The first Board of Directors named in the Articles of Incorporation of the Association shall serve a one year term. Thereafter, upon the first full election by the Association of the successor Board, the term of each director of the Board shall be staggered so that one director shall have a one (1) year term, a second director shall have a two (2) year term, a third director shall have a three (3) year term, the fourth director a four (4) year term, and the fifth director a five (5) year term. Any responsible person shall be eligible to be a director.

2. **Election.** At each annual meeting of the membership of the Association, one director shall be elected to replace the director whose term has expired. Each member of the Association shall have one vote for each director to be elected.

3. **Removal.** By a two-thirds vote of all persons present in person are entitled to vote



at any meeting of the Lot owners at which a quorum in person is present, may remove any member of board with or without cause, other than a member appointed by the declarant.

4. **Vacancies.** Any vacancy occurring in the Board of Directors, including vacancies occurring from the removal of a director, may be filled by majority vote of remaining members of the Board of Directors at any annual or special meeting.

5. **Annual Meeting.** The annual meeting of the Board of Directors shall be held on the third Monday in September of each year at the offices of the Association. Notice of the place and hour of each such meeting shall be given to each director at least five (5) days prior to each such meeting. Such notice may be given either in writing or by telephone.

6. **Special Meetings.** Special meetings of the Board of Directors for any purpose may be called by the president or upon the written request of any two (2) directors, upon at least five (5) days' notice to each director and shall be held at such place or places as may be determined by the directors, or as shall be stated in the call of meeting. Such notice may be given either in writing or by telephone.

7. **Waiver of Notice.** Any director may waive notice of a meeting either before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

8. **Quorum.** A quorum shall consist of the directors entitled to cast a majority of the votes of the entire Board of Directors. The acts of the Board of Directors approved by a majority of the voters present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of determining a quorum.

9. **Powers and Duties.** The Board of Directors shall have the following powers and duties.

- (a) To elect the officers of the Association as hereinafter provided.
- (b) To administer the affairs of the Association and the Community.
- (c) To estimate the amount of the annual budget and to make and collect assessments, against Lot Owners to defray the costs, expenses and losses of the Community.
- (d) To use the proceeds of assessments in the exercise of its powers and duties.
- (e) To maintain, repair, replace and operate the Beautification and Entranceway Easement Areas.
- (f) To purchase insurance upon the Beautification and Entranceway Easement Areas and insurance, including fidelity bond coverage, for the protection of the Association and its members.

- (g) To reconstruct improvements after casualty and to further improve the Community.
- (h) To make and amend reasonable rules and regulations respecting the use of the Community and the operation of the Community ("Rules and Regulation").
- (i) To contract for the management of the Community and to delegate to such managing agent all powers and duties of the Association except such as are specifically required by the Declaration to have approval of the Board of Directors or the membership of the Association.
- (j) To retain legal counsel.
- (k) To employ personnel to perform the services required for proper operation of the Association and the discharge of its duties.
- (l) Unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority of the members as expressed in the resolution duly adopted at any annual or special meeting of the members.

10. **Compensation.** No director shall be compensated for his services.

ARTICLE III

OFFICERS

1. **Election.** At each annual meeting, the Board of Directors shall elect the following officers of the Association:

(a) A president, who shall be a director and who shall preside over the meetings of the Board of Directors and of the members, and who shall be the chief executive officer of the Association.

(b) A vice-president, who shall, in the absence or disability of the president, perform the duties and exercise the powers of the president.

(c) A secretary, who shall keep the minutes of all meetings of the Board of Directors and of the members, and the minute book wherein resolutions enacted at such meetings shall be recorded, and who shall, in general, perform all the duties incident to the office of secretary.

(d) A treasurer, who shall keep the financial record and books of the account.

(e) Such additional officers as the Board of Directors shall see fit to elect.

(f) Consolidation of different officers is permitted. An officer does have to be a member of the Association.



2. **Powers.** The respective officers shall have the general powers usually vested in such officer of a not-for-profit corporation; provided that the Board of Directors may delegate any specific powers to any other officer or impose such limitation or restrictions upon the powers of any officer as the Board of Directors may see fit.

3. **Term.** Each officer shall hold office for the term of one (1) year and until his successor shall have been elected and qualified.

4. **Vacancies.** Vacancies in any office shall be filled by the Board of Directors at special meetings thereof. Any officer may be removed at any time by a majority vote of the Board of Directors at a special meeting thereof.

5. **Compensation.** No officer shall receive compensation for performance in his office. This provision shall not preclude the Board of Directors from employing a director as an employee of the Association nor preclude the contracting with a director for the management of the Community. The officers shall receive no compensation for their services unless otherwise expressly provided in a resolution duly adopted by the Board of Directors.

ARTICLE IV

BOOKS AND RECORDS

Section 1. Accounting. The Association shall keep correct and complete books and records of accounts and shall keep minutes of the proceedings of the members, Board of Directors and committees thereof and shall keep at its registered or principal office in Alabama a record of the names and addresses of members entitled to vote, directors and officers. The accounting records shall be maintained in accordance with generally accepted accounting principles. All books and records of the Association shall be open to inspection by the members or their authorized representatives for any proper purpose at any reasonable time. Such records shall include:

(a) **Association Accounts.** The receipts and expenditures of the Association shall be credited and charged to the appropriate account as set forth below.

(i) **Current Expenses.** All funds to be expended during the year for the maintenance of the improvements within the Beautification and Entranceway Easement Areas (as defined in the Declaration and on the Plats), payment of the lease fees due on the light poles to Alabama Power Company, and the operation of the Association shall be held in the Common Expense Account (such expenses shall be sometimes hereafter referred to as "Common Expenses"). Any balance in this fund at the end of each year may be used to pay expenses incurred in any successive year or may be placed in the Reserve Fund Account.

(ii) **Reserve Funds.** All funds to be expended for replacement, acquisition and repair or capital improvements shall be held in the Reserve Fund Account.



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(b) Member Accounts. An account for each member shall be maintained setting forth the name and address of the member, the amount of each assessment, the dates and amounts in which the assessments become due, the amounts paid upon the account and the balance due.

Section 2. Budget. Within sixty (60) days prior to the beginning of each fiscal year, the Board of Directors shall adopt a proposed budget for each calendar year that shall include the estimated funds required to defray the Common Expenses and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices. Within thirty (30) days of adoption of the proposed budget, copies of the budget and proposed assessments shall be transmitted to each member of the Association and a date set for a meeting of the Lot owners to consider ratification of the budget, not less than fourteen (14) days nor more than thirty (30) days after delivery of the budget to the Lot owners. Unless at the meeting a majority of all Lot owners present in person or by proxy reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the budget for the last year shall continue in effect until such time as a new budget is ratified.

Section 3. Assessments. Assessments against the members for their share of the budget shall be made for the fiscal year annually in advance on or before June 31, preceding the year for which the assessments are made. Such assessments shall be due in annual, quarterly or monthly installments, as may be determined by the Board of Directors of the Association. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors.

Section 4. Assessments for Emergencies. Assessments for Common Expenses for emergencies that cannot be paid from the annual assessments for Common Expenses shall be made only after notice of the need for such is given to the members concerned, and it shall be due thirty (30) days after such notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

Section 5. Audit of Compilation. An audit or compilation of the accounts of the Association shall be made annually by a certified public accountant if requested by three-fourths (3/4) of the members, and a copy of the audited report shall be made available for review by each member.

Section 6. Bonds. Fidelity bonds shall be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the Board of Directors, but shall not be less than three times the amount of the total annual assessments against members for Common Expenses. The premiums of such bonds shall be paid by the Association.

ARTICLE V

WAVIER OF NOTICE



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Whenever any notice is required to be given to any member or director of the Association under the provisions of these Bylaws, the Articles of Incorporation, the Declaration, the provisions of the Alabama Nonprofit Corporation Act, and any act amendatory thereof, supplementary thereto or substituted therefor, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VI

FISCAL YEAR

The fiscal year of the Association shall be fixed by resolution of the Board of Directors.

ARTICLE VII

INDEMNIFICATION

Section 1. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was lawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. The association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association and except that no indemnification shall be made in respect of any claim, issue or matter- as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view



of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections (a) and (b), or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Any indemnification under Section (1) and (2) above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections (1) and (2). Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in written opinion, or (3) by the membership.

Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this section.

The indemnification provided by this section shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of members or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE VIII

AMENDMENT

Section 1. Amendment to Bylaws. These Bylaws may be amended, altered or repealed in the following manner:

(a) By the Developer until such time as Developer relinquishes its control of the Association; or

(b) By the member at any regular or special meeting upon the affirmative vote of the holders of not less than two-thirds of the outstanding votes.

Section 2. Recordation. No modification or amendment to the Bylaws shall be valid

and effective until the President and Secretary of the Association shall certify as to the adoption of such amendment and shall file their certificate setting forth the text of the amendment with the office of the Judge of Probate of Shelby County, Alabama.

ARTICLE IX
MISCELLANEOUS

Section 1. Seal. The seal of the Association shall be circular in form and shall contain the name of the Association and the year of its creation. Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced otherwise.

Section 2. Bank Accounts. The Board of Directors may, from time to time, by resolution authorize the maintenance of one or more deposit accounts by the Association. All checks, drafts or other orders for the payment of money issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association, and in such manner as shall be determined from time to time by resolution of the Board of Directors.

Section 3. Notice. Whenever any notice or demand is required to be given by these Bylaws or the Declaration, any notice or demands so required shall be deemed sufficient if given by depositing the same in the United States Mail, postage prepaid, addressed to the person entitled thereto at his last known post office address according to the records of the Association, and such notice shall be deemed given on the day of such mailing.

Section 4. Waiver of Notice. Whenever any notice whatsoever is required to be given under the provisions of any law, or under the provisions of the Articles of Incorporation, these bylaws or the Declaration, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto.

IN WITNESS WHEREOF, the Association has duly adopted the foregoing as the Bylaws by their duly authorized officers as of this 8th day of April 2010.

The foregoing are hereby certified by the undersigned officer of the Association to be a true and accurate copy of the initial Bylaws adopted by the Association and to be in full force and effect this date.

Marc Novello, President

Marc Novello

Stan Burt, Vice-President

Stan Burt

Steve Messier, Secretary

Steve Messier

Margot Glenboski, Treasurer

Margot Glenboski

Emily Horton, Secretary

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jim Lathem, Diane Blake, Charles Watkins, and Emily Horton whose names as officers of The Highway 280 Forest Parks Residential Association are signed to the foregoing, and who are known to me, acknowledged before me on this day, that, as officers with proper authority and being informed of the contents of the foregoing they each executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal, this the _____ day of _____, 2000.

Notary Public

My Commission Expires:

STATE OF ALABAMA)
COUNTY OF SHELBY)

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, the undersigned, FOREST PARKS, LLC, an Alabama limited liability company ("Declarant"), is the owner of Forest Parks, 1st Sector, 1st Addition, as recorded in Map Book 22, at Page 39, and Instrument No. 1997-04563 in the Office of the Judge of Probate of Shelby County, Alabama (the "Property" or the "Lots"); and

WHEREAS, in order to preserve and enhance the quality of life for purchasers of Lots, and to protect values of houses constructed on the Lots, Declarant desires to subject the Property to certain restrictions, conditions and limitations.

NOW, THEREFORE, Declarant subjects and commits the Property to the following restrictions, conditions, and limitations relating to the use of the Property, intending them to run with the land:

1. **Single Family Residence.** Each Lot shall be used for a single-family residence, and for no other purpose.
2. **One Family.** Each dwelling shall be occupied by one family unit, only.
3. **Permitted Buildings.** No structure shall be erected, altered, placed or permitted to remain on any Lot other than (1) one detached single-family dwelling which does not exceed 2-1/2 stories and is not more than a maximum of thirty-five (35) feet in height; (2) one garage that will accommodate a maximum of four vehicles and serve the residence located on the same Lot; and (3) other outbuildings incidental and necessary for the use of the residence constructed on the Lot.
4. **Minimum Finished and Heated Living Area.** Each 1-story residential building shall contain a minimum of 2,000 square feet of finished and heated living area. Each 1-1/2 story residential building shall contain a minimum of 2,100 square feet of finished and heated living area. Each 2-story residential building shall contain a minimum of 2,200 square feet of finished and heated living area. Each split-foyer house shall contain a minimum of 2,000 square feet of finished and heated living area. In calculating the minimum areas required under this paragraph, open porches, garages and basements are to be excluded.
5. **No Lot to be Subdivided.** No Lot shall be subdivided so as to create an additional Lot.
6. **No Temporary Residence.** No structure of a temporarily character, no trailer, no recreational vehicle, garage, tent or basement shall be used at any time as a residence, either

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temporary or permanently. No dwelling may be occupied until a certificate of occupancy has been issued by Shelby County.

7. **Obstruction of View at Intersections.** No tree, fence, wall, hedge, shrub or planting which obstructs lines of view at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner Lot. Trees shall be permitted to remain provided the foliage line is kept trimmed so as to prevent obstruction of such lines of sight.

8. **Grassing of Yards.** All front yards are to be sodded. Seeding or sprigging, or a combination, will be permitted on the sides and rear of houses.

9. **Signage.** All signs shall comply with design specifications of the Architectural Control Committee. No sign of any kind shall be displayed on any Lot, except one for sale sign of not more than two (2) square feet, one for sale sign of not more than six (6) square feet during the construction and sale.

10. **No Garage Doors on Fronts of Houses.** Doors to garages must be located only at the rear or at the sides of the houses.

11. **Location of Air Conditioning Units and Vents.** Outside air conditioning units and plumbing and heating vents shall be placed only at the rear or at the sides of houses.

12. **Fencing.** No uncoated, galvanized, bright or reflective chain link fences visible from the front or side street will be permitted. All fences visible from the front or side street must have a wood barrier of bleached or a natural earth tone color. All fences must be approved by the Architectural Control Committee before commencing of construction.

13. **Doors and Window Finishes.** No silver finish metal doors or windows of any kind will be permitted. However, factory painted or anodized finish in natural earth tones may be used.

14. **Antennas.** No radio towers will be permitted. No satellite dish antennas larger than eighteen (18) inches in diameter will be permitted.

15. **Setbacks.** No building shall be located nearer than 35 feet to the front line of any Lot; nearer than 35 feet to a side street; or nearer than ten (10) feet to an interior lot line. No building shall be located on any interior Lot nearer than 35 feet to the rear lot line. For the purpose of this Paragraph 15, eaves, steps and open decks or terraces shall not be construed as part of the building.

16. **Keeping of Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lots, except dogs, cats and other household pets in a reasonable number and provided that they are not kept, bred or maintained for any commercial purpose.

17. **Nuisances.** No noxious or offensive trade or activity shall be carried on upon any Lot; neither shall there be any conduct or activity thereon which constitutes an annoyance or nuisance to the residents of neighboring houses.

18. **Boats, Trailers, Recreational Vehicles.** No boat, trailer, recreational or commercial vehicle or bus, or vehicle of any kind which is not in driveable condition, shall be allowed to be parked or stored on any Lot in a location where it can be seen from a front or side street.

19. **No Dumping.** 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. Garbage containers, if any, shall be kept in clean and sanitary condition and shall be so placed or screened by shrubbery or other appropriate material approved in writing by the Architectural Control Committee so as not to be visible from any road at any time, except during the time that refuse is being collected.

20. **Burning Trash and Leaves Not Allowed.** No burning of wood, leaves, trash, garbage or household refuse shall be permitted, except during the construction period.

21. **Protection of Streets and Curbs.** All vehicles, including those delivering supplies, must enter the building Lot on the driveway only, in order to prevent unnecessary damage to trees, street paving and curbs. Any damage not repaired by the owner of the Lot after ten (10) days' written notice, may, at the discretion of the undersigned or the Homeowners' Association, be repaired and the costs assessed to the Lot owner. This charge will constitute a lien upon the Lot, enforceable by an appropriate proceeding at law or equity.

22. **Lot Owners Responsible for Builders' Acts.** During the construction of houses on the Lots, Lot owners are responsible to keep the homes, garages and building sites clean. All building debris, stumps, trees and the like must be removed to keep the houses and Lots attractive. Owners of the Lots will be financially responsible to clean and restore any areas on which their builders dump debris, trash and the like.

23. **Exterior Construction.** The front and sides of all houses shall consist of brick veneer, dryvit or any other masonry material approved by the Architectural Control Committee.

24. **Diligent Completion of Construction.** It shall be a violation of these Covenants for the construction of any building, once begun, not to be completed within twelve (12) months thereafter.

25. **Architectural Control Committee ("ACC").**

(a) **Authority.** The ACC shall have the power and authority to interpret, apply and enforce these covenants. In addition to the authority to review and approve plans and specifications for the structures to be built on the Lots and to approve the positioning of the structures in accordance with Paragraph (c), below, the ACC is granted the authority to exercise

reasonable discretion in granting exceptions in unique situations and circumstances in connection with Paragraphs 7, 9, 10, and 15.

(b) Composition. The Architectural Control Committee (the "ACC") shall be composed initially of John B. Davis, Jr., H. M. Davis, Jr. and John B. Davis. Should any member of the ACC decline or be unable to serve, the member's replacement will be determined by the remaining two members. The ACC shall be permitted to name one of its members to make the day-to-day decisions. Members of the ACC shall serve without compensation and shall serve until all of the Lots have been sold, at which time, the owners of record of the majority of the Lots shall have the power, upon written notice to the ACC, to change the membership of the ACC.

(c) Approval of Plans and House Location. All plans for any structure or improvements to be erected or moved upon any Lot, together with documentation showing the proposed location on the Lots, the exterior construction material, the roofs (and any changes or additions to the exterior) must be submitted to and approved by the ACC before any work is commenced. No work may be begun until the ACC has issued its Letter of Approval and a copy has been signed by the Lot owner, or the builder, evidencing receipt. Submission shall mean delivered to the offices of Davis & Major, Inc., 1031 21st Street South, Birmingham, Alabama. Required to be submitted are (1) full set of drawings for each structure, (2) a complete summary of the specifications and (3) a list of proposed materials and exterior color selections (together, the "Plans"). Samples of exterior material which cannot adequately be described on the Plans, or materials with which the ACC is unfamiliar, must be submitted with the Plans. An incomplete or partial package will not constitute submission of Plans.

(d) Plans Deemed Approved if ACC Has Not Acted in Ten Days. The ACC shall approve or disapprove the Plans in writing within ten (10) days following submission of the Plans as defined herein. If the ACC has failed to post notice by U. S. Mail of its approval or disapproval within ten (10) business days after receipt of Plans, the Plans shall be deemed to have been approved by the ACC.

(e) No Liability For Failure to Identify Defects in Plans. Neither the ACC nor any architect, engineer or other person examining the Plans and specifications on behalf of the ACC shall incur any responsibility to the Lot owner submitting the Plans, or to any third party, in any respect whatsoever, but specifically, without limitation, the failure to check or to check properly on defects of any kind, whether the defects be structural or otherwise. Neither shall an approval by the ACC be deemed to be a comment on the structural integrity or any structure, but rather the ACC's judgment that the Plans meet the requirements of these Covenants, Restrictions and Limitations.

26. Compliance Agreement and Indemnity for Damages. All Lot owners must comply with Alabama Department of Environmental Management (ADEM) rules, regulations and permits prior to, during and after construction. By accepting delivery of a deed to a Lot, the new owner of the Lot assumes responsibility for all drainage and storm water run-off from the Lot, as well as responsibility to perform all requirements for silt fencing or protection of adjoining

property and property lying below the Lot. Each Lot owner agrees to indemnify Declarant (and Declarant's engineers, agents and representatives) from any and all liability, damages, fines, or loss resulting from the failure of the Lot owner, or the Lot owner's representative, strictly to adhere to or comply with ADEM's rules, regulations and permits. Lot owners further agree to indemnify and hold the Declarant (and the Declarant's engineers, agents and representatives) harmless for any damage caused by Lot owner to roads, streets, gutters, walkways or other aspects of public ways, including all surfacing, or to water, drainage or storm sewer lines, or sanitary sewer lines.

27. **Each Covenant Independent.** Each and every covenant and restriction contained herein shall be considered to be an independent and separate restriction and condition, and in the event one or more condition or restriction shall, for any reason, be held to be invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.

28. **Covenants for Benefit of All Lot Owners.** The covenants and restrictions herein shall be deemed to be covenants running with the land. If any person shall violate or attempt to violate any of such restrictions or covenants, it shall be lawful for the undersigned, or any person or persons owning any Lot in the subdivision: (a) to prosecute proceedings at law for the recovery of damages against the person or persons so violating or attempting to violate any such covenant or restrictions, or (b) to maintain a proceeding in equity against the person or persons so violating or attempting to violate any such covenant or restriction for the purpose of preventing such violation; provided, however, that the remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law.

29. **Temporary Sales and Construction Facilities Permitted.** Until houses have been constructed on all of the Lots, Declarant and purchasers of Lots shall be permitted to maintain construction and sales offices on one or more of the Lots.

Done this 7th day of February, 1997.

Justin A. Davis
Witness

Forest Parks, LLC, an Alabama limited liability company

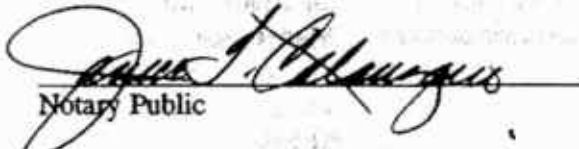
By:

John B. Davis, Jr.
as its Manager

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John B. Davis, Jr., whose name as Manager of Forest Parks, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that, being informed the contents of the instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said Forest Parks, LLC.

Given under my hand and official seal this 7th day of February, 1997.


Notary Public

My commission expires: 1-18-2001

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STATE OF ALABAMA)
COUNTY OF SHELBY)

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, the undersigned, FOREST PARKS, LLC, an Alabama limited liability company ("Declarant"), is the owner of Forest Parks, 1st Sector, 2nd Addition, as recorded in Map Book 22, at Page 38, and Instrument No. 1997-04561 in the Office of the Judge of Probate of Shelby County, Alabama (the "Property" or the "Lots"); and

WHEREAS, in order to preserve and enhance the quality of life for purchasers of Lots, and to protect values of houses constructed on the Lots, Declarant desires to subject the Property to certain restrictions, conditions and limitations.

NOW, THEREFORE, Declarant subjects and commits the Property to the following restrictions, conditions, and limitations relating to the use of the Property, intending them to run with the land:

1. **Single Family Residence.** Each Lot shall be used for a single-family residence, and for no other purpose.
2. **One Family.** Each dwelling shall be occupied by one family unit, only.
3. **Permitted Buildings.** No structure shall be erected, altered, placed or permitted to remain on any Lot other than (1) one detached single-family dwelling which does not exceed 2-1/2 stories and is not more than a maximum of thirty-five (35) feet in height; (2) one garage that will accommodate a maximum of four vehicles and serve the residence located on the same Lot; and (3) other outbuildings incidental and necessary for the use of the residence constructed on the Lot.
4. **Minimum Finished and Heated Living Area.** Each 1-story residential building shall contain a minimum of 2,000 square feet of finished and heated living area. Each 1-1/2 story residential building shall contain a minimum of 2,100 square feet of finished and heated living area. Each 2-story residential building shall contain a minimum of 2,200 square feet of finished and heated living area. Each split-foyer house shall contain a minimum of 2,000 square feet of finished and heated living area. In calculating the minimum areas required under this paragraph, open porches, garages and basements are to be excluded.
5. **No Lot to be Subdivided.** No Lot shall be subdivided so as to create an additional Lot.
6. **No Temporary Residence.** No structure of a temporarily character, no trailer, no recreational vehicle, garage, tent or basement shall be used at any time as a residence, either

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2233 Cahaba Valley Dr.
Birmingham, AL 35242

Inst # 1997-04561

temporary or permanently. No dwelling may be occupied until a certificate of occupancy has been issued by Shelby County.

7. **Obstruction of View at Intersections.** No tree, fence, wall, hedge, shrub or planting which obstructs lines of view at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner Lot. Trees shall be permitted to remain provided the foliage line is kept trimmed so as to prevent obstruction of such lines of sight.

8. **Grassing of Yards.** All front yards are to be sodded. Seeding or sprigging, or a combination, will be permitted on the sides and rear of houses.

9. **Signage.** All signs shall comply with design specifications of the Architectural Control Committee. No sign of any kind shall be displayed on any Lot, except one for sale sign of not more than two (2) square feet, one for sale sign of not more than six (6) square feet during the construction and sale.

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12. **Fencing.** No uncoated, galvanized, bright or reflective chain link fences visible from the front or side street will be permitted. All fences visible from the front or side street must have a wood barrier of bleached or a natural earth tone color. All fences must be approved by the Architectural Control Committee before commencing of construction.

13. **Doors and Window Finishes.** No silver finish metal doors or windows of any kind will be permitted. However, factory painted or anodized finish in natural earth tones may be used.

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16. **Keeping of Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lots, except dogs, cats and other household pets in a reasonable number and provided that they are not kept, bred or maintained for any commercial purpose.

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19. **No Dumping.** 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. Garbage containers, if any, shall be kept in clean and sanitary condition and shall be so placed or screened by shrubbery or other appropriate material approved in writing by the Architectural Control Committee so as not to be visible from any road at any time, except during the time that refuse is being collected.

20. **Burning Trash and Leaves Not Allowed.** No burning of wood, leaves, trash, garbage or household refuse shall be permitted, except during the construction period.

21. **Protection of Streets and Curbs.** All vehicles, including those delivering supplies, must enter the building Lot on the driveway only, in order to prevent unnecessary damage to trees, street paving and curbs. Any damage not repaired by the owner of the Lot after ten (10) days' written notice, may, at the discretion of the undersigned or the Homeowners' Association, be repaired and the costs assessed to the Lot owner. This charge will constitute a lien upon the Lot, enforceable by an appropriate proceeding at law or equity.

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24. **Diligent Completion of Construction.** It shall be a violation of these Covenants for the construction of any building, once begun, not to be completed within twelve (12) months thereafter.

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(a) **Authority.** The ACC shall have the power and authority to interpret, apply and enforce these covenants. In addition to the authority to review and approve plans and specifications for the structures to be built on the Lots and to approve the positioning of the structures in accordance with Paragraph (c), below, the ACC is granted the authority to exercise

reasonable discretion in granting exceptions in unique situations and circumstances in connection with Paragraphs 7, 9, 10, and 15.

(b) Composition. The Architectural Control Committee (the "ACC") shall be composed initially of John B. Davis, Jr., H. M. Davis, Jr. and John B. Davis. Should any member of the ACC decline or be unable to serve, the member's replacement will be determined by the remaining two members. The ACC shall be permitted to name one of its members to make the day-to-day decisions. Members of the ACC shall serve without compensation and shall serve until all of the Lots have been sold, at which time, the owners of record of the majority of the Lots shall have the power, upon written notice to the ACC, to change the membership of the ACC.

(c) Approval of Plans and House Location. All plans for any structure or improvements to be erected or moved upon any Lot, together with documentation showing the proposed location on the Lots, the exterior construction material, the roofs (and any changes or additions to the exterior) must be submitted to and approved by the ACC before any work is commenced. No work may be begun until the ACC has issued its Letter of Approval and a copy has been signed by the Lot owner, or the builder, evidencing receipt. Submission shall mean delivered to the offices of Davis & Major, Inc., 1031 21st Street South, Birmingham, Alabama. Required to be submitted are (1) full set of drawings for each structure, (2) a complete summary of the specifications and (3) a list of proposed materials and exterior color selections (together, the "Plans"). Samples of exterior material which cannot adequately be described on the Plans, or materials with which the ACC is unfamiliar, must be submitted with the Plans. An incomplete or partial package will not constitute submission of Plans.

(d) Plans Deemed Approved if ACC Has Not Acted in Ten Days. The ACC shall approve or disapprove the Plans in writing within ten (10) days following submission of the Plans as defined herein. If the ACC has failed to post notice by U. S. Mail of its approval or disapproval within ten (10) business days after receipt of Plans, the Plans shall be deemed to have been approved by the ACC.

(e) No Liability For Failure to Identify Defects in Plans. Neither the ACC nor any architect, engineer or other person examining the Plans and specifications on behalf of the ACC shall incur any responsibility to the Lot owner submitting the Plans, or to any third party, in any respect whatsoever, but specifically, without limitation, the failure to check or to check properly on defects of any kind, whether the defects be structural or otherwise. Neither shall an approval by the ACC be deemed to be a comment on the structural integrity or any structure, but rather the ACC's judgment that the Plans meet the requirements of these Covenants, Restrictions and Limitations.

26. Compliance Agreement and Indemnity for Damages. All Lot owners must comply with Alabama Department of Environmental Management (ADEM) rules, regulations and permits prior to, during and after construction. By accepting delivery of a deed to a Lot, the new owner of the Lot assumes responsibility for all drainage and storm water run-off from the Lot, as well as responsibility to perform all requirements for silt fencing or protection of adjoining

property and property lying below the Lot. Each Lot owner agrees to indemnify Declarant (and Declarant's engineers, agents and representatives) from any and all liability, damages, fines, or loss resulting from the failure of the Lot owner, or the Lot owner's representative, strictly to adhere to or comply with ADEM's rules, regulations and permits. Lot owners further agree to indemnify and hold the Declarant (and the Declarant's engineers, agents and representatives) harmless for any damage caused by Lot owner to roads, streets, gutters, walkways or other aspects of public ways, including all surfacing, or to water, drainage or storm sewer lines, or sanitary sewer lines.

27. **Each Covenant Independent.** Each and every covenant and restriction contained herein shall be considered to be an independent and separate restriction and condition, and in the event one or more condition or restriction shall, for any reason, be held to be invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.

28. **Covenants for Benefit of All Lot Owners.** The covenants and restrictions herein shall be deemed to be covenants running with the land. If any person shall violate or attempt to violate any of such restrictions or covenants, it shall be lawful for the undersigned, or any person or persons owning any Lot in the subdivision: (a) to prosecute proceedings at law for the recovery of damages against the person or persons so violating or attempting to violate any such covenant or restrictions, or (b) to maintain a proceeding in equity against the person or persons so violating or attempting to violate any such covenant or restriction for the purpose of preventing such violation; provided, however, that the remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law.

29. **Temporary Sales and Construction Facilities Permitted.** Until houses have been constructed on all of the Lots, Declarant and purchasers of Lots shall be permitted to maintain construction and sales offices on one or more of the Lots.

Done this 7th day of February, 1997.

Archie A. Davis
Witness


Forest Parks, LLC, an Alabama limited liability company

By: John B. Davis, Jr.
as its Manager

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John B. Davis, Jr., whose name as Manager of Forest Parks, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that, being informed the contents of the instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said Forest Parks, LLC.

Given under my hand and official seal this 7th day of February, 1997.


Notary Public

My commission expires: 1-18-2001

Inst # 1997-04561

02/11/1997-04561
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SHELBY COUNTY JUDGE OF PROBATE
006 REC 22.00

STATE OF ALABAMA)
COUNTY OF SHELBY)

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, the undersigned, FOREST PARKS, LLC, an Alabama limited liability company ("Declarant"), is the owner of Forest Parks, 3rd Sector, as recorded in Map Book 22, at Page 151, and Instrument No. 1997-25447, in the Office of the Judge of Probate of Shelby County, Alabama (the "Property" or the "Lots"); and

WHEREAS, in order to preserve and enhance the quality of life for purchasers of Lots, and to protect values of houses constructed on the Lots, Declarant desires to subject the Property to certain restrictions, conditions and limitations.

NOW, THEREFORE, Declarant subjects and commits the Property to the following restrictions, conditions, and limitations relating to the use of the Property, intending them to run with the land:

1. **Single Family Residence.** Each Lot shall be used for a single-family residence, and for no other purpose.
2. **One Family.** Each dwelling shall be occupied by one family unit, only.
3. **Permitted Buildings.** No structure shall be erected, altered, placed or permitted to remain on any Lot other than (1) one detached single-family dwelling which does not exceed 2-1/2 stories and is not more than a maximum of thirty-five (35) feet in height; (2) one garage that will accommodate a maximum of four vehicles and serve the residence located on the same Lot; and (3) other outbuildings incidental and necessary for the use of the residence constructed on the Lot.
4. **Minimum Finished and Heated Living Area.** Each 1-story residential building shall contain a minimum of 2,000 square feet of finished and heated living area. Each 1-1/2 story residential building shall contain a minimum of 2,100 square feet of finished and heated living area. Each 2-story residential building shall contain a minimum of 2,200 square feet of finished and heated living area. Each split-foyer house shall contain a minimum of 2,000 square feet of finished and heated living area. In calculating the minimum areas required under this paragraph, open porches, garages and basements are to be excluded.
5. **No Lot to be Subdivided.** No Lot shall be subdivided so as to create an additional Lot.
6. **No Temporary Residence.** No structure of a temporarily character, no trailer, no recreational vehicle, garage, tent or basement shall be used at any time as a residence, either

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SHELBY COUNTY JUDGE OF PROBATE
006 NCB 22.00

Inst # 1997-25448

temporary or permanently. No dwelling may be occupied until a certificate of occupancy has been issued by Shelby County.

7. **Obstruction of View at Intersections.** No tree, fence, wall, hedge, shrub or planting which obstructs lines of view at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner Lot. Trees shall be permitted to remain provided the foliage line is kept trimmed so as to prevent obstruction of such lines of sight.

8. **Grassing of Yards.** All front yards are to be sodded. Seeding or sprigging, or a combination, will be permitted on the sides and rear of houses.

9. **Signage.** All signs shall comply with design specifications of the Architectural Control Committee. No sign of any kind shall be displayed on any Lot, except one for sale sign of not more than two (2) square feet, one for sale sign of not more than six (6) square feet during the construction and sale.

10. **No Garage Doors on Fronts of Houses.** Doors to garages must be located only at the rear or at the sides of the houses.

11. **Location of Air Conditioning Units and Vents.** Outside air conditioning units and plumbing and heating vents shall be placed only at the rear or at the sides of houses.

12. **Fencing.** No uncoated, galvanized, bright or reflective chain link fences visible from the front or side street will be permitted. All fences visible from the front or side street must have a wood barrier of bleached or a natural earth tone color. All fences must be approved by the Architectural Control Committee before commencing of construction.

13. **Doors and Window Finishes.** No silver finish metal doors or windows of any kind will be permitted. However, factory painted or anodized finish in natural earth tones may be used.

14. **Antennas.** No radio towers will be permitted. No satellite dish antennas larger than eighteen (18) inches in diameter will be permitted.

15. **Setbacks.** No building shall be located nearer than 35 feet to the front line of any Lot; nearer than 35 feet to a side street; or nearer than ten (10) feet to an interior lot line. No building shall be located on any interior Lot nearer than 35 feet to the rear lot line. For the purpose of this Paragraph 15, eaves, steps and open decks or terraces shall not be construed as part of the building.

16. **Keeping of Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lots, except dogs, cats and other household pets in a reasonable number and provided that they are not kept, bred or maintained for any commercial purpose.

17. **Nuisances.** No noxious or offensive trade or activity shall be carried on upon any Lot; neither shall there be any conduct or activity thereon which constitutes an annoyance or nuisance to the residents of neighboring houses.

18. **Boats, Trailers, Recreational Vehicles.** No boat, trailer, recreational or commercial vehicle or bus, or vehicle of any kind which is not in driveable condition, shall be allowed to be parked or stored on any Lot in a location where it can be seen from a front or side street.

19. **No Dumping.** 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. Garbage containers, if any, shall be kept in clean and sanitary condition and shall be so placed or screened by shrubbery or other appropriate material approved in writing by the Architectural Control Committee so as not to be visible from any road at any time, except during the time that refuse is being collected.

20. **Burning Trash and Leaves Not Allowed.** No burning of wood, leaves, trash, garbage or household refuse shall be permitted, except during the construction period.

21. **Protection of Streets and Curbs.** All vehicles, including those delivering supplies, must enter the building Lot on the driveway only, in order to prevent unnecessary damage to trees, street paving and curbs. Any damage not repaired by the owner of the Lot after ten (10) days' written notice, may, at the discretion of the undersigned or the Homeowners' Association, be repaired and the costs assessed to the Lot owner. This charge will constitute a lien upon the Lot, enforceable by an appropriate proceeding at law or equity.

22. **Lot Owners Responsible for Builders' Acts.** During the construction of houses on the Lots, Lot owners are responsible to keep the homes, garages and building sites clean. All building debris, stumps, trees and the like must be removed to keep the houses and Lots attractive. Owners of the Lots will be financially responsible to clean and restore any areas on which their builders dump debris, trash and the like.

23. **Exterior Construction.** All exterior materials used on houses, including retaining walls, shall be of such kind and in such combinations as are approved by the Architectural Control Committee.

24. **Diligent Completion of Construction.** It shall be a violation of these Covenants for the construction of any building, once begun, not to be completed within twelve (12) months thereafter.

25. **Architectural Control Committee ("ACC").**

(a) **Authority.** The ACC shall have the power and authority to interpret, apply and enforce these covenants. In addition to the authority to review and approve plans and specifications for the structures to be built on the Lots and to approve the positioning of the

structures in accordance with Paragraph (c), below, the ACC is granted the authority to exercise reasonable discretion in granting exceptions in unique situations and circumstances in connection with Paragraphs 7, 9, 10, and 15.

(b) Composition. The Architectural Control Committee (the "ACC") shall be composed initially of John B. Davis, Jr., H. M. Davis, Jr. and John B. Davis. Should any member of the ACC decline or be unable to serve, the member's replacement will be determined by the remaining two members. The ACC shall be permitted to name one of its members to make the day-to-day decisions. Members of the ACC shall serve without compensation and shall serve until all of the Lots have been sold, at which time, the owners of record of the majority of the Lots shall have the power, upon written notice to the ACC, to change the membership of the ACC.

(c) Approval of Plans and House Location. All plans for any structure or improvements to be erected or moved upon any Lot, together with documentation showing the proposed location on the Lots, the exterior construction material, the roofs (and any changes or additions to the exterior) must be submitted to and approved by the ACC before any work is commenced. No work may be begun until the ACC has issued its Letter of Approval and a copy has been signed by the Lot owner, or the builder, evidencing receipt. Submission shall mean delivered to the offices of Davis & Major, Inc., 1031 21st Street South, Birmingham, Alabama. Required to be submitted are (1) full set of drawings for each structure, (2) a complete summary of the specifications and (3) a list of proposed materials and exterior color selections (together, the "Plans"). Samples of exterior material which cannot adequately be described on the Plans, or materials with which the ACC is unfamiliar, must be submitted with the Plans. An incomplete or partial package will not constitute submission of Plans.

(d) Plans Deemed Approved if ACC Has Not Acted in Ten Days. The ACC shall approve or disapprove the Plans in writing within ten (10) days following submission of the Plans as defined herein. If the ACC has failed to post notice by U. S. Mail of its approval or disapproval within ten (10) business days after receipt of Plans, the Plans shall be deemed to have been approved by the ACC.

(e) No Liability For Failure to Identify Defects in Plans. Neither the ACC nor any architect, engineer or other person examining the Plans and specifications on behalf of the ACC shall incur any responsibility to the Lot owner submitting the Plans, or to any third party, in any respect whatsoever, but specifically, without limitation, the failure to check or to check properly on defects of any kind, whether the defects be structural or otherwise. Neither shall an approval by the ACC be deemed to be a comment on the structural integrity or any structure, but rather the ACC's judgment that the Plans meet the requirements of these Covenants, Restrictions and Limitations.

26. Compliance Agreement and Indemnity for Damages. All Lot owners must comply with Alabama Department of Environmental Management (ADEM) rules, regulations and permits prior to, during and after construction. By accepting delivery of a deed to a Lot, the new owner of the Lot assumes responsibility for all drainage and storm water run-off from the Lot, as

well as responsibility to perform all requirements for silt fencing or protection of adjoining property and property lying below the Lot. Each Lot owner agrees to indemnify Declarant (and Declarant's engineers, agents and representatives) from any and all liability, damages, fines, or loss resulting from the failure of the Lot owner, or the Lot owner's representative, strictly to adhere to or comply with ADEM's rules, regulations and permits. Lot owners further agree to indemnify and hold the Declarant (and the Declarant's engineers, agents and representatives) harmless for any damage caused by Lot owner to roads, streets, gutters, walkways or other aspects of public ways, including all surfacing, or to water, drainage or storm sewer lines, or sanitary sewer lines.

27. **Each Covenant Independent.** Each and every covenant and restriction contained herein shall be considered to be an independent and separate restriction and condition, and in the event one or more condition or restriction shall, for any reason, be held to be invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.

28. **Covenants for Benefit of All Lot Owners.** The covenants and restrictions herein shall be deemed to be covenants running with the land. If any person shall violate or attempt to violate any of such restrictions or covenants, it shall be lawful for the undersigned, or any person or persons owning any Lot in the subdivision: (a) to prosecute proceedings at law for the recovery of damages against the person or persons so violating or attempting to violate any such covenant or restrictions, or (b) to maintain a proceeding in equity against the person or persons so violating or attempting to violate any such covenant or restriction for the purpose of preventing such violation; provided, however, that the remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law.

29. **Temporary Sales and Construction Facilities Permitted.** Until houses have been constructed on all of the Lots, Declarant and purchasers of Lots shall be permitted to maintain construction and sales offices on one or more of the Lots.

Done this 28th day of July, 1997.


Witness

Forest Parks, LLC, an Alabama limited liability company

By:


John B. Davis, Jr.
as its Manager

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John B. Davis, Jr., whose name as Manager of Forest Parks, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that, being informed the contents of the instrument, he, in his capacity as such Manager and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28th day of July, 1997.

Lewis S. Cantrell
Notary Public

My commission expires: 6-21-2001

Inst # 1997-25448

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SHELBY COUNTY JUDGE OF PROBATE
006 HCD 22.00

STATE OF ALABAMA)
COUNTY OF SHELBY)

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, the undersigned, **FOREST PARKS, LLC**, an Alabama limited liability company ("Declarant"), is the owner of Forest Parks, 4th Sector 1st Phase, as recorded in Map Book 23, at Page 99A-B and Instrument No. 1998-03109 in the Office of the Judge of Probate of Shelby County, Alabama (the "Property" or the "Lots"); and

WHEREAS, in order to preserve and enhance the quality of life for purchasers of Lots, and to protect values of houses constructed on the Lots, Declarant desires to subject the Property to certain restrictions, conditions and limitations.

NOW, THEREFORE, Declarant subjects and commits the Property to the following restrictions, conditions, and limitations relating to the use of the Property, intending them to run with the land:

1. **Single Family Residence.** Each lot shall be used for a single-family residence, and for no other purpose.
2. **One family.** Each dwelling shall be occupied by one family unit, only.
3. **Permitted Buildings.** No structure shall be erected, altered, placed or permitted to remain on any Lot other than (1) one detached single-family dwelling which does not exceed 2-1/2 stories and is not more than a maximum of thirty-five (35) feet in height; (2) one garage that will accommodate a maximum of four vehicles and serve the residence located on the same Lot; and (3) other outbuildings incidental and necessary for the use of the residence constructed on the Lot.
4. **Minimum Finished and Heating Living Area.** Each 1-story residential building shall contain a minimum of 2,000 square feet of finished and heated living area. Each 1-1/2 story residential building shall contain a minimum of 2,100 square feet of finished and heated living area. Each 2-story residential building shall contain a minimum of 2,200 square feet of finished and heated living area. Each split-foyer house shall contain a minimum of 2,000 square feet of finished and heated living area. In calculating the minimum areas required under this paragraph, open porches, garages and basements are to be excluded.
5. **No Lot to be Subdivided.** No Lot shall be subdivided so as to create an additional Lot.
6. **No Temporary Residence.** No structure of a temporary character, no trailer, no recreational vehicle, garage, tent or basement shall be used at any time as a

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Inst # 1998-03109

residence, either temporary or permanently. No dwelling may be occupied until a certificate of occupancy has been issued by Shelby County.

7. **Obstruction of View at Intersections.** No tree, fence, wall, hedge, shrub, or planting which obstructs lines of view at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner Lot. Trees shall be permitted to remain provided the foliage line is kept trimmed so as to prevent obstruction of such lines of sight.
8. **Grassing of Yards.** All front yards are to be sodded. Seeding or sprigging, or a combination, will be permitted on the sides and rear of houses.
9. **Signage.** All signs shall comply with design specifications of the Architectural Control Committee. No sign of any kind shall be displayed on any Lot, except one for sale sign of not more than two(2) square feet, one for sale sign of not more than six (6) square feet during the construction and sale.
10. **No Garage Doors on Fronts of Houses.** Doors to garages must be located only at the rear or at the sides of the houses.
11. **Location of Air Conditioning Units and Vents.** Outside air conditioning units and plumbing and heating vents shall be placed only at the rear or at the sides of houses.
12. **Fencing.** No uncoated, galvanized, bright or reflective chain link fences visible from the front or side street will be permitted. All fences visible from the front or side street must have a wood barrier of bleached or a natural earth tone color. All fences must be approved by the Architectural Control Committee before commencing of construction.
13. **Doors and Window Finishes.** No silver finish metal doors or windows of any kind will be permitted. However, factory painted or anodized finish in natural earth tones may be used.
14. **Antennas.** No radio towers will be permitted. No satellite dish antennas larger than eighteen (18) inches in diameter will be permitted.
15. **Setbacks.** No building shall be located nearer than 35 feet to the front line of any Lot; nearer than 35 feet to a side street; or nearer than ten (10) feet to an interior lot line. No building shall be located on any interior Lot nearer than 35 feet to the rear lot line. For the purpose of this Paragraph 15, eaves, steps, and open decks or terraces shall not be construed as part of the building.
16. **Keeping of Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lots, except dogs, cats and other household pets in a reasonable number and provided that they are not kept, bred or maintained for any commercial purpose.

17. **Nuisances.** No noxious or offensive trade or activity shall be carried on upon any Lot, neither shall there be any conduct or activity thereon which constitutes an annoyance or nuisance to the residents of neighboring houses.
18. **Boats, Trailer, Recreational Vehicles.** No boat, trailer, recreational or commercial vehicles or bus, or vehicle of any kind which is not in driveable condition, shall be allowed to be parked or stored on any Lot in a location where it can be seen from a front or side street.
19. **No Dumping.** 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. Garbage containers, if any, shall be kept in clean and sanitary condition and shall be so placed or screened by shrubbery or other appropriate material approved in writing by the Architectural Control Committee so as not to be visible from any road at any time, except during the time that refuse is being collected.
20. **Burning Trash and Leaves Not Allowed.** No burning of wood, leaves, trash, garbage or household refuse shall be permitted, except during the construction period.
21. **Protection of Streets and Curbs.** All vehicles, including those delivering supplies, must enter the building Lot on the driveway only, in order to prevent unnecessary damage to trees, street paving and curbs. Any damage not repaired by the owners of the Lot after ten (10) days' written notice, may, at the discretion of the undersigned or the Homeowner's Association, be repaired and the costs assessed to the Lot owner. This charge will constitute a lien upon the Lot, enforceable by an appropriate proceeding at law or equity.
22. **Lot Owners Responsible for Builders' Acts.** During the construction of houses on the Lots, Lot owners are responsible to keep the homes, garages and building sites clean. All building debris, stumps, trees and the like must be removed to keep the houses and Lots attractive. Owners of the Lots will be financially responsible to clean and restore any areas on which their builders dump debris, trash and the like.
23. **Exterior Construction.** All exterior materials used on houses, including retaining walls, shall be of such kind and in such combinations as are approved by the Architectural Control Committee.
24. **Diligent Completion of Construction.** It shall be a violation of these Covenants for the construction of any building, once begun, not to be completed with in twelve (12) months thereafter.
25. **Architectural Control Committee ("ACC").** (a) **Authority.** The ACC shall have the power and authority to interpret, apply and enforce these covenants. In addition to the authority to review and approve plans and specifications for the structures to be built on the Lots and to approve the positioning of the structures in accordance with Paragraph (c), below, the ACC is granted the authority to exercise

reasonable discretion in granting exceptions in unique situations and circumstances in connection with Paragraphs 7,9,10, and 15.

- (b) **Composition**. The Architectural Control Committee (the "ACC") shall be composed initially of John B. Davis, Jr., H.M. Davis, Jr. and John B. Davis. Should any member of the ACC decline or be unable to serve, the member's replacement will be determined by the remaining two members. The ACC shall be permitted to name one of its members to make the day-to-day decisions. Members of the ACC shall serve without compensation and shall serve until all of the Lots have been sold, at which time, the owners of record of the majority of the Lots shall have the power, upon written notice to the ACC, to change the membership of the ACC.
- (c) **Approval of Plans and House Location**. All plans for any structure or improvements to be erected or moved upon any Lot, together with documentation showing the proposed location on the Lots, the exterior construction material, the roofs (and any changes or additions to the exterior) must be submitted to and approved by the ACC before any work is commenced. No work may be begun until the ACC has issued its Letter of Approval and a copy has been signed by the Lot owner, or the builder, evidencing receipt. Submission shall mean delivered to the offices of Davis & Major, Inc., 1031 21st South, Birmingham, Alabama. Required to be submitted are (1) full set of drawings for each structure, (2) a complete summary of the specifications and (3) a list of proposed materials and exterior color selections (together, the "Plans"). Samples of exterior material which cannot adequately be described on the Plans, or materials with which the ACC is unfamiliar, must be submitted with the Plans. An incomplete or partial package will not constitute submission of Plans.
- (d) **Plans Deemed Approved if ACC Has Not Acted in Ten Days**. The ACC shall approve or disapprove the Plans in writing within ten (10) days following submission of the Plans as defined herein. If the ACC has failed to post notice by U.S. Mail of its approval or disapproval within ten (10) business days after receipt of Plans, the Plans shall be deemed to have been approved by the ACC.
- (e) **No Liability For Failure to Identify Defects in Plans**. Neither the ACC nor any architect, engineer or other person examining the Plans and specifications on behalf of the ACC shall incur any responsibility to the Lot owner submitting the Plans, or to any third party, in any respect whatsoever, but specifically, without limitation, the failure to check or to check properly on defects of any kind, whether the defects be structural or otherwise. Neither shall an approval by the ACC be deemed to be a comment on the structural integrity of any structure, but rather the ACC's judgment that the Plans meet the requirements of these Covenants, Restrictions and Limitations.
26. **Compliance Agreement and Indemnity Damages**. All Lot owners must comply with Alabama Department of Environmental Management (ADEM) rules, regulations and permits **prior to, during and after** construction. By accepting delivery of a deed to a Lot, the new owner of the Lot assumes responsibility for all

drainage and storm water run-off from the Lot, as well as responsibility to perform all requirements for silt fencing or protection of adjoining property and property lying below the Lot. Each Lot owner agrees to indemnify Declarant (and Declarant's engineers, agents and representatives) from any and all liability, damages, fines, or loss resulting from the failure of the Lot owner, or the Lot owner's representative, strictly to adhere to or comply with ADEM's rules, regulations and permits. Lot owners further agree to indemnify and hold the Declarant (and the Declarant's engineers, agents and representatives) harmless for any damage caused by Lot owner to roads, streets, gutters, walkways or other aspects of public ways, including all surfacing, or to water, drainage or storm sewer lines or sanitary sewer lines.

27. **Each Covenant Independent.** Each and every covenant and restriction contained herein shall be considered to be an independent and separate restriction and condition, and in the event one or more condition or restriction shall, for any reason, be held to be invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.
28. **Covenants for Benefit of All Lot Owners.** The covenants and restrictions herein shall be deemed to be covenants running with the land. If any person shall violate or attempt to violate any of such restrictions or covenants, it shall be lawful for the undersigned or any person or persons owning any Lot in the subdivision: (a) to prosecute proceedings at law for the recovery of damages against the person or persons so violating or attempting to violate any such covenant or restrictions, or (b) to maintain a proceeding in equity against the person or persons so violating or attempting to violate any such covenant or restriction for the purpose of preventing such violation; provided, however, that the remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law.
29. **Temporary Sales and Construction Facilities Permitted.** Until houses have been constructed on all of the Lots, Declarant and purchasers of Lots shall be permitted to maintain construction and sales offices on one or more of the Lots.

Done this _____ day of _____, 1998.

Forest Parks, LLC, an Alabama Limited liability company

By: 

John B. Davis, Jr.

As its Manager

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John B. Davis, Jr., whose name as Manager of Forest Parks, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that, being informed the contents of the instrument, he, in his capacity as such Manager and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15TH day of Jan., 1998.

Jana D. Manningfor
Notary Public

My commission expires: _____

MY COMMISSION EXPIRES MARCH 19, 2000

Inst # 1998-03109

Inst # 1998-03109

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SHELBY COUNTY JUDGE OF PROBATE
006 NCD 22.00

STATE OF ALABAMA)
COUNTY OF SHELBY)

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, the undersigned, **FOREST PARKS, LLC**, an Alabama limited liability company ("Declarant"), is the owner of Forest Parks, 4th Sector 2nd Phase, as recorded in Map Book 23, at Page 111, and Instrument No. 1998-06213 in the Office of the Judge of Probate of Shelby County, Alabama (the "Property" or the "Lots"); and

WHEREAS, in order to preserve and enhance the quality of life for purchasers of Lots, and to protect values of houses constructed on the Lots, Declarant desires to subject the Property to certain restrictions, conditions and limitations.

NOW, THEREFORE, Declarant subjects and commits the Property to the following restrictions, conditions, and limitations relating to the use of the Property, intending them to run with the land:

1. **Single Family Residence.** Each lot shall be used for a single-family residence, and for no other purpose.
2. **One family.** Each dwelling shall be occupied by one family unit, only.
3. **Permitted Buildings.** No structure shall be erected, altered, placed or permitted to remain on any Lot other than (1) one detached single-family dwelling which does not exceed 2-1/2 stories and is not more than a maximum of thirty-five (35) feet in height; (2) one garage that will accommodate a maximum of four vehicles and serve the residence located on the same Lot; and (3) other outbuildings incidental and necessary for the use of the residence constructed on the Lot.
4. **Minimum Finished and Heating Living Area.** Each 1-story residential building shall contain a minimum of 2,000 square feet of finished and heated living area. Each 1-1/2 story residential building shall contain a minimum of 2,100 square feet of finished and heated and living area. Each 2-story residential building shall contain a minimum of 2,200 square feet of finished and heated living area. Each split-foyer house shall contain a minimum of 2,000 square feet of finished and heated living area. In calculating the minimum areas required under this paragraph, open porches, garages and basements are to be excluded.
5. **No Lot to be Subdivided.** No Lot shall be subdivided so as to create an additional Lot.
6. **No Temporary Residence.** No structure of a temporary character, no trailer, no recreational vehicle, garage, tent or basement shall be used at any time as a

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17. **Nuisances.** No noxious or offensive trade or activity shall be carried on upon any Lot, neither shall there be any conduct or activity thereon which constitutes an annoyance or nuisance to the residents of neighboring houses.
18. **Boats, Trailer, Recreational Vehicles.** No boat, trailer, recreational or commercial vehicles or bus, or vehicle of any kind which is not in driveable condition, shall be allowed to be parked or stored on any Lot in a location where it can be seen from a front or side street.
19. **No Dumping.** 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. Garbage containers, if any, shall be kept in clean and sanitary condition and shall be so placed or screened by shrubbery or other appropriate material approved in writing by the Architectural Control Committee so as not to be visible from any road at any time, except during the time that refuse is being collected.
20. **Burning Trash and Leaves Not Allowed.** No burning of wood, leaves, trash, garbage or household refuse shall be permitted, except during the construction period.
21. **Protection of Streets and Curbs.** All vehicles, including those delivering supplies, must enter the building Lot on the driveway only, in order to prevent unnecessary damage to trees, street paving and curbs. Any damage not repaired by the owners of the Lot after ten (10) days' written notice, may, at the discretion of the undersigned or the Homeowner's Association, be repaired and the costs assessed to the Lot owner. This charge will constitute a lien upon the Lot, enforceable by an appropriate proceeding at law or equity.
22. **Lot Owners Responsible for Builders' Acts.** During the construction of houses on the Lots, Lot owners are responsible to keep the homes, garages and building sites clean. All building debris, stumps, trees and the like must be removed to keep the houses and Lots attractive. Owners of the Lots will be financially responsible to clean and restore any areas on which their builders dump debris, trash and the like.
23. **Exterior Construction.** All exterior materials used on houses, including retaining walls, shall be of such kind and in such combinations as are approved by the Architectural Control Committee.
24. **Diligent Completion of Construction.** It shall be a violation of these Covenants for the construction of any building, once begun, not to be completed with in twelve (12) months thereafter.
25. **Architectural Control Committee ("ACC").** (a) **Authority.** The ACC shall have the power and authority to interpret, apply and enforce these covenants. In addition to the authority to review and approve plans and specifications for the structures to be built on the Lots and to approve the positioning of the structures in accordance with Paragraph (c), below, the ACC is granted the authority to exercise

reasonable discretion in granting exceptions in unique situations and circumstances in connection with Paragraphs 7,9,10, and 15.

- (b) **Composition.** The Architectural Control Committee (the "ACC") shall be composed initially of John B. Davis, Jr., H.M. Davis, Jr. and John B. Davis. Should any member of the ACC decline or be unable to serve, the member's replacement will be determined by the remaining two members. The ACC shall be permitted to name one of its members to make the day-to-day decisions. Members of the ACC shall serve without compensation and shall serve until all of the Lots have been sold, at which time, the owners of record of the majority of the Lots shall have the power, upon written notice to the ACC, to change the membership of the ACC.
- (c) **Approval of Plans and House Location.** All plans for any structure or improvements to be erected or moved upon any Lot, together with documentation showing the proposed location on the Lots, the exterior construction material, the roofs (and any changes or additions to the exterior) must be submitted to and approved by the ACC before any work is commenced. No work may be begun until the ACC has issued its Letter of Approval and a copy has been signed by the Lot owner, or the builder, evidencing receipt. Submission shall mean delivered to the offices of Davis & Major, Inc., 1031 21st South, Birmingham, Alabama. Required to be submitted are (1) full set of drawings⁴ for each structure, (2) a complete summary of the specifications and (3) a list of proposed materials and exterior color selections (together, the "Plans"). Samples of exterior material which cannot adequately be described on the Plans, or materials with which the ACC is unfamiliar, must be submitted with the Plans. An incomplete or partial package will not constitute submission of Plans.
- (d) **Plans Deemed Approved if ACC Has Not Acted in Ten Days.** The ACC shall approve or disapprove the Plans in writing within ten (10) days following submission of the Plans as defined herein. If the ACC has failed to post notice by U.S. Mail of its approval or disapproval within ten (10) business days after receipt of Plans, the Plans shall be deemed to have been approved by the ACC.
- (e) **No Liability For Failure to Identify Defects in Plans.** Neither the ACC nor any architect, engineer or other person examining the Plans and specifications on behalf of the ACC shall incur any responsibility to the Lot owner submitting the Plans, or to any third party, in any respect whatsoever, but specifically, without limitation, the failure to check or to check properly on defects of any kind, whether the defects be structural or otherwise. Neither shall an approval by the ACC be deemed to be a comment on the structural integrity of any structure, but rather the ACC's judgment that the Plans meet the requirements of these Covenants, Restrictions and Limitations.

26. **Compliance Agreement and Indemnity Damages.** All Lot owners must comply with Alabama Department of Environmental Management (ADEM) rules, regulations and permits **prior to, during and after** construction. By accepting delivery of a deed to a Lot, the new owner of the Lot assumes responsibility for all

drainage and storm water run-off from the Lot, as well as responsibility to perform all requirements for silt fencing or protection of adjoining property and property lying below the Lot. Each Lot owner agrees to indemnify Declarant (and Declarant's engineers, agents and representatives) from any and all liability, damages, fines, or loss resulting from the failure of the Lot owner, or the Lot owner's representative, strictly to adhere to or comply with ADEM's rules, regulations and permits. Lot owners further agree to indemnify and hold the Declarant (and the Declarant's engineers, agents and representatives) harmless for any damage caused by Lot owner to roads, streets, gutters, walkways or other aspects of public ways, including all surfacing, or to water, drainage or storm sewer lines or sanitary sewer lines.

27. **Each Covenant Independent.** Each and every covenant and restriction contained herein shall be considered to be an independent and separate restriction and condition, and in the event one or more condition or restriction shall, for any reason, be held to be invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.
28. **Covenants for Benefit of All Lot Owners.** The covenants and restrictions herein shall be deemed to be covenants running with the land. If any person shall violate or attempt to violate any of such restrictions or covenants, it shall be lawful for the undersigned or any person or persons owning any Lot in the subdivision: (a) to prosecute proceedings at law for the recovery of damages against the person or persons so violating or attempting to violate any such covenant or restrictions, or (b) to maintain a proceeding in equity against the person or persons so violating or attempting to violate any such covenant or restriction for the purpose of preventing such violation; provided, however, that the remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law.
29. **Temporary Sales and Construction Facilities Permitted.** Until houses have been constructed on all of the Lots, Declarant and purchasers of Lots shall be permitted to maintain construction and sales offices on one or more of the Lots.

Done this 12th day of January, 1998.

Forest Parks, LLC, an Alabama Limited liability company

By: 

John B. Davis, Jr.

As its Manager

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John B. Davis, Jr., whose name as Manager of Forest Parks, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that, being informed the contents of the instrument, he, in his capacity as such Manager and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15TH day of January 1998.


Notary Public

My commission expires: _____

MY COMMISSION EXPIRES MARCH 19, 2000

Inst # 1998-06213

02/25/1998-06213
08:25 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
906 MCD 22.00

STATE OF ALABAMA)
COUNTY OF SHELBY)

10/06/1998-38885
08:55 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, the undersigned, **FOREST PARKS, LLC**, an Alabama limited liability company ("Declarant"), is the owner of Forest Parks, 4th Sector 3rd Phase, as recorded in Map Book 24, at Page 98, and Instrument No. 998-38884, in the Office of the Judge of Probate of Shelby County, Alabama (the "Property" or the "Lots"), and

WHEREAS, in order to preserve and enhance the quality of life for purchasers of Lots, and to protect values of houses constructed on the Lots, Declarant desires to subject the Property to certain restrictions, conditions and limitations.

NOW, THEREFORE, Declarant subjects and commits the Property to the following restrictions, conditions, and limitations relating to the use of the Property, intending them to run with the land:

1. **Single Family Residence.** Each lot shall be used for a single-family residence, and for no other purpose.
2. **One family.** Each dwelling shall be occupied by one family unit, only.
3. **Permitted Buildings.** No structure shall be erected, altered, placed or permitted to remain on any Lot other than (1) one detached single-family dwelling which does not exceed 2-1/2 stories and is not more than a maximum of thirty-five (35) feet in height; (2) one garage that will accommodate a maximum of four vehicles and serve the residence located on the same Lot; and (3) other outbuildings incidental and necessary for the use of the residence constructed on the Lot.
4. **Minimum Finished and Heating Living Area.** Each 1-story residential building shall contain a minimum of 2,000 square feet of finished and heated living area. Each 1-1/2 story residential building shall contain a minimum of 2,100 square feet of finished and heated and living area. Each 2-story residential building shall contain a minimum of 2,200 square feet of finished and heated living area. Each split-foyer house shall contain a minimum of 2,000 square feet of finished and heated living area. In calculating the minimum areas required under this paragraph, open porches, garages and basements are to be excluded.
5. **No Lot to be Subdivided.** No Lot shall be subdivided so as to create an additional Lot.
6. **No Temporary Residence.** No structure of a temporary character, no trailer, no recreational vehicle, garage, tent or basement shall be used at any time as a

Inst # 1998-38885

residence, either temporary or permanently. No dwelling may be occupied until a certificate of occupancy has been issued by Shelby County

7. **Obstruction of View at Intersections.** No tree, fence, wall, hedge, shrub, or planting which obstructs lines of view at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner Lot. Trees shall be permitted to remain provided the foliage line is kept trimmed so as to prevent obstruction of such lines of sight.
8. **Grassing of Yards.** All front yards are to be sodded. Seeding or sprigging, or a combination, will be permitted on the sides and rear of houses.
9. **Signage.** All signs shall comply with design specifications of the Architectural Control Committee. No sign of any kind shall be displayed on any Lot, except one for sale sign of not more than two(2) square feet, one for sale sign of not more than six (6) square feet during the construction and sale.
10. **No Garage Doors on Fronts of Houses.** Doors to garages must be located only at the rear or at the sides of the houses.
11. **Location of Air Conditioning Units and Vents.** Outside air conditioning units and plumbing and heating vents shall be placed only at the rear or at the sides of houses.
12. **Fencing.** No uncoated, galvanized, bright or reflective chain link fences visible from the front or side street will be permitted. All fences visible from the front or side street must have a wood barrier of bleached or a natural earth tone color. All fences must be approved by the Architectural Control Committee before commencing of construction.
13. **Doors and Window Finishes.** No silver finish metal doors or windows of any kind will be permitted. However, factory painted or anodized finish in natural earth tones may be used.
14. **Antennas.** No radio towers will be permitted. No satellite dish antennas larger than eighteen (18) inches in diameter will be permitted.
15. **Setbacks.** No building shall be located nearer than 35 feet to the front line of any Lot; nearer than 35 feet to a side street; or nearer than ten (10) feet to an interior lot line. No building shall be located on any interior Lot nearer than 35 feet to the rear lot line. For the purpose of this Paragraph 15, eaves, steps, and open decks or terraces shall not be construed as part of the building.
16. **Keeping of Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lots, except dogs, cats and other household pets in a reasonable number and provided that they are not kept, bred or maintained for any commercial purpose.

17. **Nuisances.** No noxious or offensive trade or activity shall be carried on upon any Lot; neither shall there be any conduct or activity thereon which constitutes an annoyance or nuisance to the residents of neighboring houses.
18. **Boats, Trailer, Recreational Vehicles.** No boat, trailer, recreational or commercial vehicles or bus, or vehicle of any kind which is not in driveable condition, shall be allowed to be parked or stored on any Lot in a location where it can be seen from a front or side street.
19. **No Dumping.** 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. Garbage containers, if any, shall be kept in clean and sanitary condition and shall be so placed or screened by shrubbery or other appropriate material approved in writing by the Architectural Control Committee so as not to be visible from any road at any time, except during the time that refuse is being collected.
20. **Burning Trash and Leaves Not Allowed.** No burning of wood, leaves, trash, garbage or household refuse shall be permitted, except during the construction period.
21. **Protection of Streets and Curbs.** All vehicles, including those delivering supplies, must enter the building Lot on the driveway only, in order to prevent unnecessary damage to trees, street paving and curbs. Any damage not repaired by the owners of the Lot after ten (10) days' written notice, may, at the discretion of the undersigned or the Homeowner's Association, be repaired and the costs assessed to the Lot owner. This charge will constitute a lien upon the Lot, enforceable by an appropriate proceeding at law or equity.
22. **Lot Owners Responsible for Builders' Acts.** During the construction of houses on the Lots, Lot owners are responsible to keep the homes, garages and building sites clean. All building debris, stumps, trees and the like must be removed to keep the houses and Lots attractive. Owners of the Lots will be financially responsible to clean and restore any areas on which their builders dump debris, trash and the like.
23. **Exterior Construction.** All exterior materials used on houses, including retaining walls, shall be of such kind and in such combinations as are approved by the Architectural Control Committee.
24. **Diligent Completion of Construction.** It shall be a violation of these Covenants for the construction of any building, once begun, not to be completed with in twelve (12) months thereafter.
25. **Architectural Control Committee ("ACC").** (a) **Authority.** The ACC shall have the power and authority to interpret, apply and enforce these covenants. In addition to the authority to review and approve plans and specifications for the structures to be built on the Lots and to approve the positioning of the structures in accordance with Paragraph (c), below, the ACC is granted the authority to exercise

reasonable discretion in granting exceptions in unique situations and circumstances in connection with Paragraphs 7,9,10, and 15.

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- (c) **Approval of Plans and House Location.** All plans for any structure or improvements to be erected or moved upon any Lot, together with documentation showing the proposed location on the Lots, the exterior construction material, the roofs (and any changes or additions to the exterior) must be submitted to and approved by the ACC before any work is commenced. No work may be begun until the ACC has issued its Letter of Approval and a copy has been signed by the Lot owner, or the builder, evidencing receipt. Submission shall mean delivered to the offices of Davis & Major, Inc., 1031 21st South, Birmingham, Alabama. Required to be submitted are (1) full set of drawings for each structure, (2) a complete summary of the specifications and (3) a list of proposed materials and exterior color selections (together, the "Plans"). Samples of exterior material which cannot adequately be described on the Plans, or materials with which the ACC is unfamiliar, must be submitted with the Plans. An incomplete or partial package will not constitute submission of Plans.
- (d) **Plans Deemed Approved if ACC Has Not Acted in Ten Days.** The ACC shall approve or disapprove the Plans in writing within ten (10) days following submission of the Plans as defined herein. If the ACC has failed to post notice by U.S. Mail of its approval or disapproval within ten (10) business days after receipt of Plans, the Plans shall be deemed to have been approved by the ACC.
- (e) **No Liability For Failure to Identify Defects in Plans.** Neither the ACC nor any architect, engineer or other person examining the Plans and specifications on behalf of the ACC shall incur any responsibility to the Lot owner submitting the Plans, or to any third party, in any respect whatsoever, but specifically, without limitation, the failure to check or to check properly on defects of any kind, whether the defects be structural or otherwise. Neither shall an approval by the ACC be deemed to be a comment on the structural integrity of any structure, but rather the ACC's judgment that the Plans meet the requirements of these Covenants, Restrictions and Limitations.
26. **Compliance Agreement and Indemnity Damages.** All Lot owners must comply with Alabama Department of Environmental Management (ADEM) rules, regulations and permits **prior to, during** and **after** construction. By accepting delivery of a deed to a Lot, the new owner of the Lot assumes responsibility for all

drainage and storm water run-off **from** the Lot, as well as responsibility to perform all requirements for silt fencing or protection of adjoining property and property lying below the Lot. Each Lot owner agrees to indemnify Declarant (and Declarant's engineers, agents and representatives) from any and all liability, damages, fines, or loss resulting from the failure of the Lot owner, or the Lot owner's representative, strictly to adhere to or comply with ADEM's rules, regulations and permits. Lot owners further agree to indemnify and hold the Declarant (and the Declarant's engineers, agents and representatives) harmless for any damage caused by Lot owner to roads, streets, gutters, walkways or other aspects of public ways, including all surfacing, or to water, drainage or storm sewer lines or sanitary sewer lines.

27. **Each Covenant Independent.** Each and every covenant and restriction contained herein shall be considered to be an independent and separate restriction and condition, and in the event one or more condition or restriction shall, for any reason, be held to be invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.
28. **Covenants for Benefit of All Lot Owners.** The covenants and restrictions herein shall be deemed to be covenants running with the land. If any person shall violate or attempt to violate any of such restrictions or covenants, it shall be lawful for the undersigned or any person or persons owning any Lot in the subdivision: (a) to prosecute proceedings at law for the recovery of damages against the person or persons so violating or attempting to violate any such covenant or restrictions, or (b) to maintain a proceeding in equity against the person or persons so violating or attempting to violate any such covenant or restriction for the purpose of preventing such violation; provided, however, that the remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law.
29. **Temporary Sales and Construction Facilities Permitted.** Until houses have been constructed on all of the Lots, Declarant and purchasers of Lots shall be permitted to maintain construction and sales offices on one or more of the Lots.

Done this 9th day of September, 1998.

Forest Parks, LLC, an Alabama Limited liability company

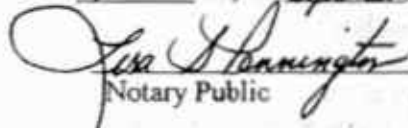
By: 

John B. Davis, Jr.
As its Manager

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John B. Davis, Jr., whose name as Manager of Forest Parks, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that, being informed the contents of the instrument, he, in his capacity as such Manager and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9TH day of September, 1998.


Notary Public

My commission expires: _____

MY COMMISSION EXPIRES MARCH 19, 2000

Inst # 1998-38885

10/06/1998-38885
08:05 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DOL CRH 21.00

STATE OF ALABAMA)
COUNTY OF SHELBY)

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, the undersigned, **FOREST PARKS, LLC**, an Alabama limited liability company ("Declarant"), is the owner of Forest Parks, 6th Sector 1st Phase, as recorded in Map Book 23, at Page 101, and Instrument No. _____, in the Office of the Judge of Probate of Shelby County, Alabama (the "Property" or the "Lots"); and

WHEREAS, in order to preserve and enhance the quality of life for purchasers of Lots, and to protect values of houses constructed on the Lots, Declarant desires to subject the Property to certain restrictions, conditions and limitations.

NOW, THEREFORE, Declarant subjects and commits the Property to the following restrictions, conditions, and limitations relating to the use of the Property, intending them to run with the land:

1. **Single Family Residence.** Each lot shall be used for a single-family residence, and for no other purpose.
2. **One family.** Each dwelling shall be occupied by one family unit, only.
3. **Permitted Buildings.** No structure shall be erected, altered, placed or permitted to remain on any Lot other than (1) one detached single-family dwelling which does not exceed 2-1/2 stories and is not more than a maximum of thirty-five (35) feet in height; (2) one garage that will accommodate a maximum of four vehicles and serve the residence located on the same Lot; and (3) other outbuildings incidental and necessary for the use of the residence constructed on the Lot.
4. **Minimum Finished and Heating Living Area.** Each 1-story residential building shall contain a minimum of 2,000 square feet of finished and heated living area. Each 1-1/2 story residential building shall contain a minimum of 2,100 square feet of finished and heated and living area. Each 2-story residential building shall contain a minimum of 2,200 square feet of finished and heated living area. Each split-foyer house shall contain a minimum of 2,000 square feet of finished and heated living area. In calculating the minimum areas required under this paragraph, open porches, garages and basements are to be excluded.
5. **No Lot to be Subdivided.** No Lot shall be subdivided so as to create an additional Lot
6. **No Temporary Residence.** No structure of a temporary character, no trailer, no recreational vehicle, garage, tent or basement shall be used at any time as a

Inst • 1998-03183

01/30/1998-03183
02:03 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 HCD 22.00

residence, either temporary or permanently. No dwelling may be occupied until a certificate of occupancy has been issued by Shelby County.

7. **Obstruction of View at Intersections.** No tree, fence, wall, hedge, shrub, or planting which obstructs lines of view at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner Lot. Trees shall be permitted to remain provided the foliage line is kept trimmed so as to prevent obstruction of such lines of sight.
8. **Grassing of Yards.** All front yards are to be sodded. Seeding or sprigging, or a combination, will be permitted on the sides and rear of houses.
9. **Signage.** All signs shall comply with design specifications of the Architectural Control Committee. No sign of any kind shall be displayed on any Lot, except one for sale sign of not more than two(2) square feet, one for sale sign of not more than six (6) square feet during the construction and sale.
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12. **Fencing.** No uncoated, galvanized, bright or reflective chain link fences visible from the front or side street will be permitted. All fences visible from the front or side street must have a wood barrier of bleached or a natural earth tone color. All fences must be approved by the Architectural Control Committee before commencing of construction.
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21. **Protection of Streets and Curbs.** All vehicles, including those delivering supplies, must enter the building Lot on the driveway only, in order to prevent unnecessary damage to trees, street paving and curbs. Any damage not repaired by the owners of the Lot after ten (10) days' written notice, may, at the discretion of the undersigned or the Homeowner's Association, be repaired and the costs assessed to the Lot owner. This charge will constitute a lien upon the Lot, enforceable by an appropriate proceeding at law or equity.
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- (c) **Approval of Plans and House Location.** All plans for any structure or improvements to be erected or moved upon any Lot, together with documentation showing the proposed location on the Lots, the exterior construction material, the roofs (and any changes or additions to the exterior) must be submitted to and approved by the ACC before any work is commenced. No work may be begun until the ACC has issued its Letter of Approval and a copy has been signed by the Lot owner, or the builder, evidencing receipt. Submission shall mean delivered to the offices of Davis & Major, Inc., 1031 21st South, Birmingham, Alabama. Required to be submitted are (1) full set of drawings for each structure, (2) a complete summary of the specifications and (3) a list of proposed materials and exterior color selections (together, the "Plans"). Samples of exterior material which cannot adequately be described on the Plans, or materials with which the ACC is unfamiliar, must be submitted with the Plans. An incomplete or partial package will not constitute submission of Plans.
- (d) **Plans Deemed Approved if ACC Has Not Acted in Ten Days.** The ACC shall approve or disapprove the Plans in writing within ten (10) days following submission of the Plans as defined herein. If the ACC has failed to post notice by U.S. Mail of its approval or disapproval within ten (10) business days after receipt of Plans, the Plans shall be deemed to have been approved by the ACC.
- (e) **No Liability For Failure to Identify Defects in Plans.** Neither the ACC nor any architect, engineer or other person examining the Plans and specifications on behalf of the ACC shall incur any responsibility to the Lot owner submitting the Plans, or to any third party, in any respect whatsoever, but specifically, without limitation, the failure to check or to check properly on defects of any kind, whether the defects be structural or otherwise. Neither shall an approval by the ACC be deemed to be a comment on the structural integrity of any structure, but rather the ACC's judgment that the Plans meet the requirements of these Covenants, Restrictions and Limitations.

26. **Compliance Agreement and Indemnity Damages.** All Lot owners must comply with Alabama Department of Environmental Management (ADEM) rules, regulations and permits prior to, during and after construction. By accepting delivery of a deed to a Lot, the new owner of the Lot assumes responsibility for all

drainage and storm water run-off **from** the Lot, as well as responsibility to perform all requirements for silt fencing or protection of adjoining property and property lying below the Lot. Each Lot owner agrees to indemnify Declarant (and Declarant's engineers, agents and representatives) from any and all liability, damages, fines, or loss resulting from the failure of the Lot owner, or the Lot owner's representative, strictly to adhere to or comply with ADEM's rules, regulations and permits. Lot owners further agree to indemnify and hold the Declarant (and the Declarant's engineers, agents and representatives) harmless for any damage caused by Lot owner to roads, streets, gutters, walkways or other aspects of public ways, including all surfacing, or to water, drainage or storm sewer lines or sanitary sewer lines.

27. **Each Covenant Independent.** Each and every covenant and restriction contained herein shall be considered to be an independent and separate restriction and condition, and in the event one or more condition or restriction shall, for any reason, be held to be invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.
28. **Covenants for Benefit of All Lot Owners.** The covenants and restrictions herein shall be deemed to be covenants running with the land. If any person shall violate or attempt to violate any of such restrictions or covenants, it shall be lawful for the undersigned or any person or persons owning any Lot in the subdivision: (a) to prosecute proceedings at law for the recovery of damages against the person or persons so violating or attempting to violate any such covenant or restrictions, or (b) to maintain a proceeding in equity against the person or persons so violating or attempting to violate any such covenant or restriction for the purpose of preventing such violation; provided, however, that the remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law.
29. **Temporary Sales and Construction Facilities Permitted.** Until houses have been constructed on all of the Lots, Declarant and purchasers of Lots shall be permitted to maintain construction and sales offices on one or more of the Lots.

Done this _____ day of _____, 1998.

Forest Parks, LLC, an Alabama Limited liability company

By: 

John B. Davis, Jr.
As its Manager

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John B. Davis, Jr., whose name as Manager of Forest Parks, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that, being informed the contents of the instrument, he, in his capacity as such Manager and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15TH day of January, 1998.


Notary Public

My commission expires: _____

MY COMMISSION EXPIRES MARCH 14, 2000

Inst # 1998-03183

01/30/1998-03183
02:03 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 NCJ 22.06

STATE OF ALABAMA)
COUNTY OF SHELBY)

10/28/1998-42210
08:52 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
00% CRH 22.00

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, the undersigned, **FOREST PARKS, LLC**, an Alabama limited liability company ("Declarant"), is the owner of Forest Parks, 6th Sector 2nd Phase, as recorded in Map Book 24, at Page 110, and Instrument No. 1998-42209, in the Office of the Judge of Probate of Shelby County, Alabama (the "Property" or the "Lots"); and

WHEREAS, in order to preserve and enhance the quality of life for purchasers of Lots, and to protect values of houses constructed on the Lots, Declarant desires to subject the Property to certain restrictions, conditions and limitations:

NOW, THEREFORE, Declarant subjects and commits the Property to the following restrictions, conditions, and limitations relating to the use of the Property, intending them to run with the land:

1. **Single Family Residence.** Each lot shall be used for a single-family residence, and for no other purpose.
2. **One family.** Each dwelling shall be occupied by one family unit, only.
3. **Permitted Buildings.** No structure shall be erected, altered, placed or permitted to remain on any Lot other than (1) one detached single-family dwelling which does not exceed 2-1/2 stories and is not more than a maximum of thirty-five (35) feet in height; (2) one garage that will accommodate a maximum of four vehicles and serve the residence located on the same Lot; and (3) other outbuildings incidental and necessary for the use of the residence constructed on the Lot.
4. **Minimum Finished and Heating Living Area.** Each 1-story residential building shall contain a minimum of 2,000 square feet of finished and heated living area. Each 1-1/2 story residential building shall contain a minimum of 2,100 square feet of finished and heated and living area. Each 2-story residential building shall contain a minimum of 2,200 square feet of finished and heated living area. Each split-foyer house shall contain a minimum of 2,000 square feet of finished and heated living area. In calculating the minimum areas required under this paragraph, open porches, garages and basements are to be excluded.
5. **No Lot to be Subdivided.** No Lot shall be subdivided so as to create an additional Lot.
6. **No Temporary Residence.** No structure of a temporary character, no trailer, no recreational vehicle, garage, tent or basement shall be used at any time as a

10/28/1998-42210

residence, either temporary or permanently. No dwelling may be occupied until a certificate of occupancy has been issued by Shelby County

7. **Obstruction of View at Intersections.** No tree, fence, wall, hedge, shrub, or planting which obstructs lines of view at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner Lot. Trees shall be permitted to remain provided the foliage line is kept trimmed so as to prevent obstruction of such lines of sight.
8. **Grassing of Yards.** All front yards are to be sodded. Seeding or sprigging, or a combination, will be permitted on the sides and rear of houses.
9. **Signage.** All signs shall comply with design specifications of the Architectural Control Committee. No sign of any kind shall be displayed on any Lot, except one for sale sign of not more than two(2) square feet, one for sale sign of not more than six (6) square feet during the construction and sale.
10. **No Garage Doors on Fronts of Houses.** Doors to garages must be located only at the rear or at the sides of the houses.
11. **Location of Air Conditioning Units and Vents.** Outside air conditioning units and plumbing and heating vents shall be placed only at the rear or at the sides of houses.
12. **Fencing.** No uncoated, galvanized, bright or reflective chain link fences visible from the front or side street will be permitted. All fences visible from the front or side street must have a wood barrier of bleached or a natural earth tone color. All fences must be approved by the Architectural Control Committee before commencing of construction.
13. **Doors and Window Finishes.** No silver finish metal doors or windows of any kind will be permitted. However, factory painted or anodized finish in natural earth tones may be used.
14. **Antennas.** No radio towers will be permitted. No satellite dish antennas larger than eighteen (18) inches in diameter will be permitted.
15. **Setbacks.** No building shall be located nearer than 35 feet to the front line of any Lot; nearer than 35 feet to a side street; or nearer than ten (10) feet to an interior lot line. No building shall be located on any interior Lot nearer than 35 feet to the rear lot line. For the purpose of this Paragraph 15, eaves, steps, and open decks or terraces shall not be construed as part of the building.
16. **Keeping of Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lots, except dogs, cats and other household pets in a reasonable number and provided that they are not kept, bred or maintained for any commercial purpose.

17. **Nuisances.** No noxious or offensive trade or activity shall be carried on upon any Lot, neither shall there be any conduct or activity thereon which constitutes an annoyance or nuisance to the residents of neighboring houses.
18. **Boats, Trailer, Recreational Vehicles.** No boat, trailer, recreational or commercial vehicles or bus, or vehicle of any kind which is not in driveable condition, shall be allowed to be parked or stored on any Lot in a location where it can be seen from a front or side street.
19. **No Dumping.** 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. Garbage containers, if any, shall be kept in clean and sanitary condition and shall be so placed or screened by shrubbery or other appropriate material approved in writing by the Architectural Control Committee so as not to be visible from any road at any time, except during the time that refuse is being collected.
20. **Burning Trash and Leaves Not Allowed.** No burning of wood, leaves, trash, garbage or household refuse shall be permitted, except during the construction period.
21. **Protection of Streets and Curbs.** All vehicles, including those delivering supplies, must enter the building Lot on the driveway only, in order to prevent unnecessary damage to trees, street paving and curbs. Any damage not repaired by the owners of the Lot after ten (10) days' written notice, may, at the discretion of the undersigned or the Homeowner's Association, be repaired and the costs assessed to the Lot owner. This charge will constitute a lien upon the Lot, enforceable by an appropriate proceeding at law or equity.
22. **Lot Owners Responsible for Builders' Acts.** During the construction of houses on the Lots, Lot owners are responsible to keep the homes, garages and building sites clean. All building debris, stumps, trees and the like must be removed to keep the houses and Lots attractive. Owners of the Lots will be financially responsible to clean and restore any areas on which their builders dump debris, trash and the like.
23. **Exterior Construction.** All exterior materials used on houses, including retaining walls, shall be of such kind and in such combinations as are approved by the Architectural Control Committee.
24. **Diligent Completion of Construction.** It shall be a violation of these Covenants for the construction of any building, once begun, not to be completed with in twelve (12) months thereafter.
25. **Architectural Control Committee ("ACC").** (a) **Authority.** The ACC shall have the power and authority to interpret, apply and enforce these covenants. In addition to the authority to review and approve plans and specifications for the structures to be built on the Lots and to approve the positioning of the structures in accordance with Paragraph (c), below, the ACC is granted the authority to exercise

reasonable discretion in granting exceptions in unique situations and circumstances in connection with Paragraphs 7,9,10, and 15.

- (b) **Composition**. The Architectural Control Committee (the "ACC") shall be composed initially of John B. Davis, Jr., H.M. Davis, Jr. and John B. Davis. Should any member of the ACC decline or be unable to serve, the member's replacement will be determined by the remaining two members. The ACC shall be permitted to name one of its members to make the day-to-day decisions. Members of the ACC shall serve without compensation and shall serve until all of the Lots have been sold, at which time, the owners of record of the majority of the Lots shall have the power, upon written notice to the ACC, to change the membership of the ACC.
- (c) **Approval of Plans and House Location**. All plans for any structure or improvements to be erected or moved upon any Lot, together with documentation showing the proposed location on the Lots, the exterior construction material, the roofs (and any changes or additions to the exterior) must be submitted to and approved by the ACC before any work is commenced. No work may be begun until the ACC has issued its Letter of Approval and a copy has been signed by the Lot owner, or the builder, evidencing receipt. Submission shall mean delivered to the offices of Davis & Major, Inc., 1031 21st South, Birmingham, Alabama. Required to be submitted are (1) full set of drawings for each structure, (2) a complete summary of the specifications and (3) a list of proposed materials and exterior color selections (together, the "Plans"). Samples of exterior material which cannot adequately be described on the Plans, or materials with which the ACC is unfamiliar, must be submitted with the Plans. An incomplete or partial package will not constitute submission of Plans.
- (d) **Plans Deemed Approved if ACC Has Not Acted in Ten Days**. The ACC shall approve or disapprove the Plans in writing within ten (10) days following submission of the Plans as defined herein. If the ACC has failed to post notice by U.S. Mail of its approval or disapproval within ten (10) business days after receipt of Plans, the Plans shall be deemed to have been approved by the ACC.
- (e) **No Liability For Failure to Identify Defects in Plans**. Neither the ACC nor any architect, engineer or other person examining the Plans and specifications on behalf of the ACC shall incur any responsibility to the Lot owner submitting the Plans, or to any third party, in any respect whatsoever, but specifically, without limitation, the failure to check or to check properly on defects of any kind, whether the defects be structural or otherwise. Neither shall an approval by the ACC be deemed to be a comment on the structural integrity of any structure, but rather the ACC's judgment that the Plans meet the requirements of these Covenants, Restrictions and Limitations.

26. **Compliance Agreement and Indemnity Damages**. All Lot owners must comply with Alabama Department of Environmental Management (ADEM) rules, regulations and permits **prior to, during** and **after** construction. By accepting delivery of a deed to a Lot, the new owner of the Lot assumes responsibility for all

drainage and storm water run-off from the Lot, as well as responsibility to perform all requirements for silt fencing or protection of adjoining property and property lying below the Lot. Each Lot owner agrees to indemnify Declarant (and Declarant's engineers, agents and representatives) from any and all liability, damages, fines, or loss resulting from the failure of the Lot owner, or the Lot owner's representative, strictly to adhere to or comply with ADEM's rules, regulations and permits. Lot owners further agree to indemnify and hold the Declarant (and the Declarant's engineers, agents and representatives) harmless for any damage caused by Lot owner to roads, streets, gutters, walkways or other aspects of public ways, including all surfacing, or to water, drainage or storm sewer lines or sanitary sewer lines.

27. **Each Covenant Independent.** Each and every covenant and restriction contained herein shall be considered to be an independent and separate restriction and condition, and in the event one or more condition or restriction shall, for any reason, be held to be invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.
28. **Covenants for Benefit of All Lot Owners.** The covenants and restrictions herein shall be deemed to be covenants running with the land. If any person shall violate or attempt to violate any of such restrictions or covenants, it shall be lawful for the undersigned or any person or persons owning any Lot in the subdivision: (a) to prosecute proceedings at law for the recovery of damages against the person or persons so violating or attempting to violate any such covenant or restrictions, or (b) to maintain a proceeding in equity against the person or persons so violating or attempting to violate any such covenant or restriction for the purpose of preventing such violation; provided, however, that the remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law.
29. **Temporary Sales and Construction Facilities Permitted.** Until houses have been constructed on all of the Lots, Declarant and purchasers of Lots shall be permitted to maintain construction and sales offices on one or more of the Lots.

Done this 14th day of September, 1998.

Forest Parks, LLC, an Alabama Limited liability company

By: _____

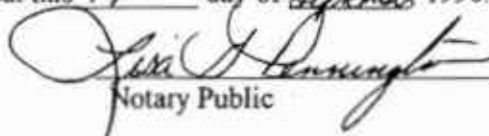
John B. Davis, Jr.

As its Manager

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John B. Davis, Jr., whose name as Manager of Forest Parks, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that, being informed the contents of the instrument, he, in his capacity as such Manager and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 14TH day of September 1998.


Notary Public

My commission expires _____

MY COMMISSION EXPIRES MARCH 19, 2001

Inst # 1998-42210

10/26/1998-42210
08:52 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 CRH 22.00

STATE OF ALABAMA)
COUNTY OF SHELBY)

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, the undersigned, FOREST PARKS, LLC, an Alabama limited liability company ("Declarant"), is the owner of Forest Parks, 7th Sector, as recorded in Map Book 22, at Page 150, and Instrument No. 1997-25443, in the Office of the Judge of Probate of Shelby County, Alabama (the "Property" or the "Lots"); and

WHEREAS, in order to preserve and enhance the quality of life for purchasers of Lots, and to protect values of houses constructed on the Lots, Declarant desires to subject the Property to certain restrictions, conditions and limitations.

NOW, THEREFORE, Declarant subjects and commits the Property to the following restrictions, conditions, and limitations relating to the use of the Property, intending them to run with the land:

1. **Single Family Residence.** Each Lot shall be used for a single-family residence, and for no other purpose.
2. **One Family.** Each dwelling shall be occupied by one family unit, only.
3. **Permitted Buildings.** No structure shall be erected, altered, placed or permitted to remain on any Lot other than (1) one detached single-family dwelling which does not exceed 2-1/2 stories and is not more than a maximum of thirty-five (35) feet in height; (2) one garage that will accommodate a maximum of four vehicles and serve the residence located on the same Lot; and (3) other outbuildings incidental and necessary for the use of the residence constructed on the Lot.
4. **Minimum Finished and Heated Living Area.** Each 1-story residential building shall contain a minimum of 2,000 square feet of finished and heated living area. Each 1-1/2 story residential building shall contain a minimum of 2,100 square feet of finished and heated living area. Each 2-story residential building shall contain a minimum of 2,200 square feet of finished and heated living area. Each split-foyer house shall contain a minimum of 2,000 square feet of finished and heated living area. In calculating the minimum areas required under this paragraph, open porches, garages and basements are to be excluded.
5. **No Lot to be Subdivided.** No Lot shall be subdivided so as to create an additional Lot.
6. **No Temporary Residence.** No structure of a temporarily character, no trailer, no recreational vehicle, garage, tent or basement shall be used at any time as a residence, either

Inst # 1997-25445

08/11/1997-25445
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SHELBY COUNTY JUDGE OF PROBATE
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temporary or permanently. No dwelling may be occupied until a certificate of occupancy has been issued by Shelby County.

7. **Obstruction of View at Intersections.** No tree, fence, wall, hedge, shrub or planting which obstructs lines of view at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner Lot. Trees shall be permitted to remain provided the foliage line is kept trimmed so as to prevent obstruction of such lines of sight.

8. **Grassing of Yards.** All front yards are to be sodded. Seeding or sprigging, or a combination, will be permitted on the sides and rear of houses.

9. **Signage.** All signs shall comply with design specifications of the Architectural Control Committee. No sign of any kind shall be displayed on any Lot, except one for sale sign of not more than two (2) square feet, one for sale sign of not more than six (6) square feet during the construction and sale.

10. **No Garage Doors on Fronts of Houses.** Doors to garages must be located only at the rear or at the sides of the houses.

11. **Location of Air Conditioning Units and Vents.** Outside air conditioning units and plumbing and heating vents shall be placed only at the rear or at the sides of houses.

12. **Fencing.** No uncoated, galvanized, bright or reflective chain link fences visible from the front or side street will be permitted. All fences visible from the front or side street must have a wood barrier of bleached or a natural earth tone color. All fences must be approved by the Architectural Control Committee before commencing of construction.

13. **Doors and Window Finishes.** No silver finish metal doors or windows of any kind will be permitted. However, factory painted or anodized finish in natural earth tones may be used.

14. **Antennas.** No radio towers will be permitted. No satellite dish antennas larger than eighteen (18) inches in diameter will be permitted.

15. **Setbacks.** No building shall be located nearer than 35 feet to the front line of any Lot; nearer than 35 feet to a side street; or nearer than ten (10) feet to an interior lot line. No building shall be located on any interior Lot nearer than 35 feet to the rear lot line. For the purpose of this Paragraph 15, eaves, steps and open decks or terraces shall not be construed as part of the building.

16. **Keeping of Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lots, except dogs, cats and other household pets in a reasonable number and provided that they are not kept, bred or maintained for any commercial purpose.

17. **Nuisances.** No noxious or offensive trade or activity shall be carried on upon any Lot; neither shall there be any conduct or activity thereon which constitutes an annoyance or nuisance to the residents of neighboring houses.

18. **Boats, Trailers, Recreational Vehicles.** No boat, trailer, recreational or commercial vehicle or bus, or vehicle of any kind which is not in driveable condition, shall be allowed to be parked or stored on any Lot in a location where it can be seen from a front or side street.

19. **No Dumping.** 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. Garbage containers, if any, shall be kept in clean and sanitary condition and shall be so placed or screened by shrubbery or other appropriate material approved in writing by the Architectural Control Committee so as not to be visible from any road at any time, except during the time that refuse is being collected.

20. **Burning Trash and Leaves Not Allowed.** No burning of wood, leaves, trash, garbage or household refuse shall be permitted, except during the construction period.

21. **Protection of Streets and Curbs.** All vehicles, including those delivering supplies, must enter the building Lot on the driveway only, in order to prevent unnecessary damage to trees, street paving and curbs. Any damage not repaired by the owner of the Lot after ten (10) days' written notice, may, at the discretion of the undersigned or the Homeowners' Association, be repaired and the costs assessed to the Lot owner. This charge will constitute a lien upon the Lot, enforceable by an appropriate proceeding at law or equity.

22. **Lot Owners Responsible for Builders' Acts.** During the construction of houses on the Lots, Lot owners are responsible to keep the homes, garages and building sites clean. All building debris, stumps, trees and the like must be removed to keep the houses and Lots attractive. Owners of the Lots will be financially responsible to clean and restore any areas on which their builders dump debris, trash and the like.

23. **Exterior Construction.** All exterior materials used on houses, including retaining walls, shall be of such kind and in such combinations as are approved by the Architectural Control Committee.

24. **Diligent Completion of Construction.** It shall be a violation of these Covenants for the construction of any building, once begun, not to be completed within twelve (12) months thereafter.

25. **Architectural Control Committee ("ACC").**

(a) **Authority.** The ACC shall have the power and authority to interpret, apply and enforce these covenants. In addition to the authority to review and approve plans and specifications for the structures to be built on the Lots and to approve the positioning of the

structures in accordance with Paragraph (c), below, the ACC is granted the authority to exercise reasonable discretion in granting exceptions in unique situations and circumstances in connection with Paragraphs 7, 9, 10, and 15.

(b) **Composition.** The Architectural Control Committee (the "ACC") shall be composed initially of John B. Davis, Jr., H. M. Davis, Jr. and John B. Davis. Should any member of the ACC decline or be unable to serve, the member's replacement will be determined by the remaining two members. The ACC shall be permitted to name one of its members to make the day-to-day decisions. Members of the ACC shall serve without compensation and shall serve until all of the Lots have been sold, at which time, the owners of record of the majority of the Lots shall have the power, upon written notice to the ACC, to change the membership of the ACC.

(c) **Approval of Plans and House Location.** All plans for any structure or improvements to be erected or moved upon any Lot, together with documentation showing the proposed location on the Lots, the exterior construction material, the roofs (and any changes or additions to the exterior) must be submitted to and approved by the ACC before any work is commenced. No work may be begun until the ACC has issued its Letter of Approval and a copy has been signed by the Lot owner, or the builder, evidencing receipt. Submission shall mean delivered to the offices of Davis & Major, Inc., 1031 21st Street South, Birmingham, Alabama. Required to be submitted are (1) full set of drawings for each structure, (2) a complete summary of the specifications and (3) a list of proposed materials and exterior color selections (together, the "Plans"). Samples of exterior material which cannot adequately be described on the Plans, or materials with which the ACC is unfamiliar, must be submitted with the Plans. An incomplete or partial package will not constitute submission of Plans.

(d) **Plans Deemed Approved if ACC Has Not Acted in Ten Days.** The ACC shall approve or disapprove the Plans in writing within ten (10) days following submission of the Plans as defined herein. If the ACC has failed to post notice by U. S. Mail of its approval or disapproval within ten (10) business days after receipt of Plans, the Plans shall be deemed to have been approved by the ACC.

(e) **No Liability For Failure to Identify Defects in Plans.** Neither the ACC nor any architect, engineer or other person examining the Plans and specifications on behalf of the ACC shall incur any responsibility to the Lot owner submitting the Plans, or to any third party, in any respect whatsoever, but specifically, without limitation, the failure to check or to check properly on defects of any kind, whether the defects be structural or otherwise. Neither shall an approval by the ACC be deemed to be a comment on the structural integrity or any structure, but rather the ACC's judgment that the Plans meet the requirements of these Covenants, Restrictions and Limitations.

26. **Compliance Agreement and Indemnity for Damages.** All Lot owners must comply with Alabama Department of Environmental Management (ADEM) rules, regulations and permits prior to, during and after construction. By accepting delivery of a deed to a Lot, the new owner of the Lot assumes responsibility for all drainage and storm water run-off from the Lot, as

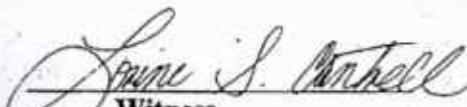
well as responsibility to perform all requirements for silt fencing or protection of adjoining property and property lying below the Lot. Each Lot owner agrees to indemnify Declarant (and Declarant's engineers, agents and representatives) from any and all liability, damages, fines, or loss resulting from the failure of the Lot owner, or the Lot owner's representative, strictly to adhere to or comply with ADEM's rules, regulations and permits. Lot owners further agree to indemnify and hold the Declarant (and the Declarant's engineers, agents and representatives) harmless for any damage caused by Lot owner to roads, streets, gutters, walkways or other aspects of public ways, including all surfacing, or to water, drainage or storm sewer lines, or sanitary sewer lines.

27. **Each Covenant Independent.** Each and every covenant and restriction contained herein shall be considered to be an independent and separate restriction and condition, and in the event one or more condition or restriction shall, for any reason, be held to be invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.

28. **Covenants for Benefit of All Lot Owners.** The covenants and restrictions herein shall be deemed to be covenants running with the land. If any person shall violate or attempt to violate any of such restrictions or covenants, it shall be lawful for the undersigned, or any person or persons owning any Lot in the subdivision: (a) to prosecute proceedings at law for the recovery of damages against the person or persons so violating or attempting to violate any such covenant or restrictions, or (b) to maintain a proceeding in equity against the person or persons so violating or attempting to violate any such covenant or restriction for the purpose of preventing such violation; provided, however, that the remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law.

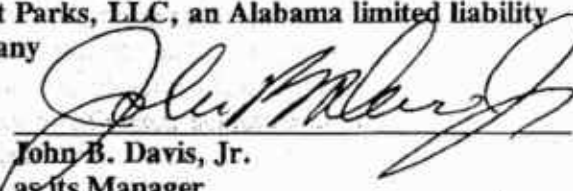
29. **Temporary Sales and Construction Facilities Permitted.** Until houses have been constructed on all of the Lots, Declarant and purchasers of Lots shall be permitted to maintain construction and sales offices on one or more of the Lots.

Done this 28th day of July, 1997.


Witness

Forest Parks, LLC, an Alabama limited liability company

By:


John B. Davis, Jr.
as its Manager

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John B. Davis, Jr., whose name as Manager of Forest Parks, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that, being informed the contents of the instrument, he, in his capacity as such Manager and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28th day of July, 1997.

Leanne S. Ansell
Notary Public

My commission expires: 6-21-2001

Inst # 1997-25445

6.

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03:35 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 MCD 22.00